

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2011-02
Smart Intravenous Infusion Pumps

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2011-02

DESCRIPTION: Smart Intravenous Infusion Pumps

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-02
Smart Intravenous Infusion Pumps

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2011-02
Smart Intravenous Infusion Pumps

UMC is looking to identify superior proposers that can provide Smart Intravenous Infusion Pumps for purchase or lease that will help the hospital improve patient safety by decreasing the possibility of errors while infusing medications and/or fluids.

The RFP package is available as follows:

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

A Pre-Proposal Conference will be held on **April 14, 2011** at **10:00 a.m.**, at 800 Rose St, Las Vegas, 5th Floor Conference Room I & J.

Proposals will be accepted at the University Medical Center address specified above on, or before, **May 5, 2011** at 2:00:00 p.m., based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
April 3, 2011

GENERAL CONDITIONS
RFP NO. 2011-02
Smart Intravenous Infusion Pumps

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

OWNER is soliciting proposals for Smart Intravenous Infusion Pumps for purchase or lease.

3. SCOPE OF PROJECT

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, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide Smart Intravenous Infusion Pumps for purchase or lease that will help the hospital improve patient safety by decreasing the possibility of errors while infusing medications and/or fluids.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of 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. DESIGNATED CONTACTS

OWNER's representative will be Jim Haining, telephone number (702) 383-3606. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Jim Haining, Contracts Management, jim.haining@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	April 3, 2011
Pre proposal conference	April 14, 2011, 10 am
Question and Answer Period	Through April 26, 2011
Final Date to Submit Questions	April 26, 2011
Last Day for Addendums	April 28, 2011
RFP Responses Due (2:00 pm)	May 5, 2011
RFP Evaluations	May / June 2011
Finalists Selection	June 2011
Finalists Oral Presentations (if required)	June 2011
Finalists – Clinical Demos and Testing	June 2011
Final Selection & Contract Negotiations	July 2011
Award & Approval of the Final Contract	July / August 2011

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP 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 proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER reserves the right to make a multiple award if it is in the best interest of OWNER.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract to the BCC for approval. Exhibit C contains OWNER's sample Business Associate Agreement (BAA) that will be required of the finalist to execute with OWNER.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

PROPOSER shall submit 1 clearly labeled original and 12 copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. **FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailing instructions for proposals:

General Conditions

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Smart Intravenous Infusion Pumps

Hand Delivery

University Medical Center
Materials Management
Trauma Center Building
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2011-02
Smart Pumps

U.S. Mail Delivery

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

RFP No. 2011-02
Smart Pumps

Express Delivery

University Medical Center
Materials Management
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2011-02
Smart Pumps

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped no later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

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

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER 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 OWNER'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 proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection.

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

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

17. CONTRACT

PROPOSER will provide a sample of its proposed contract. OWNER will negotiate a final contract with the successful PROPOSER and the final contract is subject to review and approval by the Clark County District Attorney's Office.

A Business Associate Agreement will be required to be executed by the successful PROPOSER. Attached is OWNER's standard Business Associate Agreement (Exhibit C).

18. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who

will serve as your organization's primary contact.

2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
4. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
6. List organization's employee demographics including:
 - o Total number of employees
 - o Total number of women employed
 - o Total number of minorities employed
 - o Total number of bilingual employees, indicate language(s) spoken
 - o Total number of employees located in Clark County, Nevada

B. Experience

Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the hospital name, contact name, phone number and email address of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints in the listed projects. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.

C. Technical Information

1. Smart Pumps

Provide detailed information about your smart pump.

- a) Number of profiles available (clinical area/units)
- b) Types of alerts / clinical advisories
- c) Dosing units available
- d) Dosing range available (include number of decimal places available)
- e) Dosing accuracy
- f) Modular capability of pump (or not)
- g) Drug calculation capability
- h) # of channels per pump (separate vs. combined)
- i) Screen readability
- j) Drug selection by therapeutic medication
- k) Alarms
- l) Battery life
- m) Tubing requirements
- n) Ease of use
- o) Patient safety features
 - (1) Compliance with FDA safety rules
 - (a) How is your firm keeping current with all new federal and state requirements and specification for the term of the agreement?
 - (2) How does system reduce medication errors
- p) Overall limitations
- q) Labor associated with pump setup
- r) FDA recall issues
- s) Device programmability from pharmacy system
- t) Is there automatic piggybacking for secondary medications?
- u) Is there an option to set hard limits (i.e. hard and soft limits for the same drug entity)?
- v) Can the system delay the start of the drug delivery for a set period?
- w) How do you protect total dose over duration?

- x) How are major upgrades/updates handled?
- y) RFID technology available?
- z) Locking screw/locking device available?
- aa) IV poles included?

2. Technology

Provide detailed information about the following:

- a) Compliance with UMC IT Requirements (Exhibit D)
- b) Wireless integration
- c) Bar-coding point of care integration
- d) Pharmacy system (Mediware or other system) integration
- e) CPOE / EMR integration
- f) Pyxis medication dispensing cabinet integration
- g) Technology upgrades/purchases (software/networks) required
- h) Infrastructure upgrades required
- i) Ability to interface with nurse call systems
- j) Compliance with FDA Guidance for Total Product Life Cycle: Infusion Pump ability to update drug libraries while pump is in use
- k) Functionality prohibiting practitioners from bypassing drug libraries for selected medications
- l) Default rate settings for certain drugs that must be manually overridden, with the override reason required
- m) Rate settings that default to zero when infusion is complete
- n) Ability to extra data stored in device while pump is in use

3. Training

Provide detailed information about the following:

- a) On-site implementation training (Clinical)
- b) On-site training (Biomed)
- c) Train the Trainer program
- d) On-going education for future upgrades/changes
- e) Availability of training pumps (peds and adult)
- f) Ongoing support after implementation

4. Pharmacy

Provided detailed information about the following:

- a) Drug library
 - (1) Methodology for addition / deletion / modification of drug library information
 - (2) Compatibility/share-ability within manufacturer families
 - (3) Can drug library can be subdivided (care areas, profiles, weight, etc.)?
 - (a) Are these classifications pre-programmed or programmable?
 - (4) Drug library updates – frequency and time to availability from release of new drug products
 - (5) Does your firm provide an initial drug library that UMC can use and customize?

5. Reporting

Provide detailed information about the following:

- a) Type of outcome reports (standard vs. custom)
 - (1) Information included in outcome reports
 - (2) Who has access to run reports?
 - (3) Accessibility of reports via UMC intranet versus direct linkage to server

D. Fee

Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Scope of Project.

Provide, at a minimum, the following:

- a) Purchase option, including pumps, hardware (server), software, listed individually
- b) Operating lease option, including pumps, hardware (server), software, listed individually
 - (1) Explain how this will work over a 12-18 month implementation

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- c) Cost of administration/tubing sets / disposables (purchase and lease options)
- d) Full maintenance of pumps, including batteries, for 5 and 7 years
- e) Software maintenance costs for 5 and 7 years
- f) Hardware maintenance costs for 5 and 7 years
 - (1) Can maintenance be done by UMC's bio-med department?
- g) Hardware / software technology upgrades for 5 and 7 years
- h) Infrastructure upgrades required

E. Project Implementation Work Plan

Describe in detail your approach to the project implantation work plan, including sequencing as described in Exhibit A, Scope of Project. Include a preliminary project plan that includes:

- a) PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
- b) Any assumptions.
- c) Any constraints.
- d) Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.
- e) Provide information concerning the Implementation and Training Team member's qualifications, credentials, and experience who are proposed for this project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

F. Contract

Provide a sample of your proposed contract.

A Business Associate Agreement will be required to be executed by the successful PROPOSER. Attached is OWNER's standard Business Associate Agreement (Exhibit B) and IT Requirement (Exhibit C) and Insurance Requirement (Exhibit D).

G. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

Exhibit A

SCOPE OF PROJECT

The purpose of this RFP is to identify superior PROPOSER(s) that can provide Smart Intravenous Infusion Pumps for purchase or lease that will help the hospital improve patient safety by decreasing the possibility of errors while infusing medications and/or fluids. This initiative is being led by Nursing with the involvement and cooperation with Biomed, IT, Pharmacy, Education, Value Analysis, Finance and Contracts Management.

1. Estimated Quantity of Pumps

UMC currently has the following quantity of pumps.

Pump Type	# Channels	# Pumps
PC-1	344	344
PC-2	500	250
PC-4	232	58
Syringe	59	59
Misc	247	247
Total	1,382	958

2. Implementation Sequencing by Department

UMC desires to implement the installation of the pumps in the following order, which may be changed prior to contract execution. It is estimated that full implantation may take 12 – 18 months

- a. NICU
- b. PICU
- c. Peds ER
- d. Adult ICU's
- e. PACU
- f. General population

3. Technology at UMC

UMC currently has the following technology:

- a. Carefusion's Bar-code point of care for specimen collection only (installed)
- b. Wireless throughout the hospital (installed)
- c. Mediware pharmacy system (installed)
- d. Carefusion's Pyxis medication dispensing cabinets (installed)
- e. Hill-Rom Nurse Call system (installed)
- f. CPOE/EMR/Bedside Barcode charting/pharmacy system – (installation of a new system is planned for future, but is not yet approved by Board)

4. UMC's Ideal Smart Pump System Capabilities (in no particular order)

- a. Drug library to include NICU/PICU/Pediatric/Adult medications, including pediatric/adult chemotherapy
- b. Effective administration & titration of standardized critical medication drips. Need to be able to give various dosing increments. (Mcg/kg/min, mg/kg/hr, milli-units & units/hr, volume over time, volume to the hundredth). Needs to be easy to use for quick titration, and have memory and tracking ability
- c. Pediatric/Neonatal/Adult weight base dosing in the library
- d. Needs to provide continuous medication infusion
- e. Safety feature to prevent over/under dosing
- f. Capable of regular as well as syringe pump capabilities
- g. Very precise dosing for NICU preemies
- h. Capable of blood tubing for blood/blood product administration
- i. Pump needs to have drug calculation ability
- j. Pump needs to have high/low, hard/soft limits for dosages
- k. Ability to delay secondary set start time
- l. LCD screen with large fonts

- m. Ability to use non-proprietary tubing
- n. Ability to see / touch / print the Drug Library
- o. Have a test system environment
- p. Training
 - i. On-site clinical trainers during implementation
 - ii. On-site clinical trainers during upgrades
 - iii. Train the trainer program
 - iv. Bio-med training
 - v. Training pumps for both pediatric and adult populations
- q. Ability to interface with nurse-call system
- r. Full maintenance, including batteries will be provided for 5 years

5. Contract Requirements

The final contract with the finalist will need to contain/address the following, at a minimum:

- a. Supplier assumes financial and replacement responsibility for malfunction of the pump hardware or software. If the pump is recalled for any reason, Supplier will provide Hospital with an immediate replacement strategy.
- b. If the pump is determined to have a fatal defect that is deemed to be dangerous to patients (FDA class 1 recall), Supplier agrees to allow Hospital release from the Agreement.
- c. Supplier will provide and support, remote QA data extraction, and include the capability for custom reports.
- d. Supplier commits to create programming that will lead to reduced pump programming overrides.

Safety Related

- e. A Significant Adverse Event (SAE) or identified potential SAE occurring within five (5) years of beneficial use of the system will trigger an on-site meeting among representatives of both parties at the administration level to determine a course of permanent corrective action, including but not limited to, possible replacement of the entire defective module or the replacement of the entire system with the latest version at no additional cost to Hospital.
- f. As used herein, SAE shall mean (a) any event that adversely affects patient safety or (b) a failure of any major component(s) of the system to function four or more times within a one hundred twenty (120) day period during the five-year term of the Agreement. Notwithstanding the foregoing, any errors made by Hospital in loading or dispensing medications in or from the system contrary to system specification, and/or any failure by Hospital in using precautions specified by Supplier shall not be included.

6. Evaluation, Finalist Selection and Equipment Demonstration

The RFP evaluation will be completed by a cross-functional team of up to 12 individuals representing a cross-section of UMC departments (Nursing, Pharmacy, IT, Education, Value Analysis, Contract Management, Finance, Biomed). After RFP evaluation, the team will conduct face-to-face presentations to get further clarification and additional information from the finalists. After the face-to-face meeting with the finalists (within 2-3 weeks), we plan to have a "round robin" style demonstration of the equipment for the clinicians. All finalists will be presenting during this ½ or 1 day event. UMC will provide a facility where finalists can demonstrate their equipment and clinicians can see each finalist's technology at the same time with each finalist in a different room.

7. Business License Requirements

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

- a. Clark County Business License is Required if:
 - 1. A business is physically located in unincorporated Clark County, Nevada.
 - 2. The work to be performed is located in unincorporated Clark County, Nevada.

- b. Register as a Limited Vendor Business Registration if:
1. A business is physically located outside of unincorporated Clark County, Nevada
 2. A business is physically located outside the state of Nevada.

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

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

Exhibit B

Sample Business Associate Agreement

This Agreement is made effective the ____ of _____, 20____, 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 Security and Privacy Rule"); 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, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the "HIPAA Security and Privacy Rule" are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); 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 Security and Privacy Rule (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate may 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 Security and Privacy Rule, 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 Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information 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.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

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

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) 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, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) 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;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees 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 Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. 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.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, 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.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

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 then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, 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 Security and Privacy Rule, including the HITECH Act, 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: _____

Kathleen Silver
Printed Name

Printed Name

Chief Executive Officer
Title

Title

Address

City/State/Zip

Exhibit C

UMC IT Requirements

for Technology Implementations

Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case-by-case basis.
- SQL Databases must be version 2005 or later and be capable of running in a windows active/passive clustered environment.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.

Development

- System must be able to interface with all current hospital computer systems (including but not limited to Pharmacy, Pathology, Microbiology, Admitting, Radiology, Surgery, Respiratory, Cardiology, etc.) using healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- System should be upgradeable for future development of computer technology (electronic medical record, computerized charting, and physician order entry) as applicable.

Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The Proposer will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees.
- The Proposer will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the Proposer's solution.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA, Joint Commission, PCI, etc.) in all facets of design, delivery, execution and ongoing support.

Network/Infrastructure

- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.

Systems and Operations

- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms such as Microsoft Windows Enterprise Server 2003/2008. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC will manage all computer hardware installed.
- UMC will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection.
- Vendor software must not interfere or invalidate any operational function of UMC-managed software or agents.
 - Exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans
 - All proposed exceptions will be reviewed on a case-by-case basis
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IT Department personnel.
- Proposed systems must be capable of being managed remotely by the supporting vendor.

- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IT Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card (DRAC) or IBM Remote Supervisor Adaptor (RSA).

Project Management

- Vendor will use Microsoft Project to track and manage project status.
- Vendor needs to provide a written scope of work, including each type of resource needed and estimated work effort.
- The Proposer will need to provide 24/7 onsite support for at least the first two (2) weeks of go-live.

Security

- Client applications should not require local administrative access on the workstation computer to process or work with the server application.
- Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
- Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.
- Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- Web-enabled applications must be Internet Explorer 7 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates the user may need to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates included in bid.
- Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and being attached to our domain.
- Local administrative logons MAY NOT be used to install or run vendor's software. All vendor accounts must conform to UMC logon policies and be issued through Microsoft active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be Microsoft Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration. No modem or dial-in access will be permitted to enter UMC's firewalls.

Training

- The vendor must supply systems and client training to UMC IT personnel in a train-the-trainer environment either on- or off-campus.
- The vendor will supply detailed guides for installation and administration of both server and client software
- The vendor must supply training to all affected user departments in a train-the-trainer environment, either on- or off-campus.

INSURANCE REQUIREMENTS

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

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

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

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

Endorsement/Cancellation: The Proposer's general liability insurance policy shall be endorsed to recognize specifically the Proposer's contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

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

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the Proposer shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

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

Workers' Compensation: The Proposer shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Proposer that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the Proposer has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

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

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

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

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

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

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

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

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

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

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

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative