

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2011-09
Cochlear Implant Products

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. 2011-09

DESCRIPTION: Cochlear Implant Products

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. 2011-09
Cochlear Implant Products

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2011-09
Cochlear Implant Products

UMC is looking to identify superior proposers to establish program pricing of all Cochlear Implant Products used in Surgical Services Department. This includes, but is not limited to, all implants and single-use products and hardware.

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 “Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

A non-mandatory Pre-Proposal Conference will be held on **March 2, 2011 at 10:00 a.m.**, at 800 Rose St, Las Vegas, 4th Floor Conference Room H.

Proposals will be accepted at the University Medical Center address specified above on, or before, **March 9, 2011** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
February 27, 2011

GENERAL CONDITIONS
RFP NO. 2011-09
Cochlear Implant Products

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

UMC is looking to identify superior proposers to establish program pricing of all cochlear implant products used in Surgical Services Department. This includes, but is not limited to, all implants and single-use products and hardware.

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) to establish program pricing of all Cochlear Implant Products used in Surgical Services Department. This includes, but is not limited to, all implants and single-use products and hardware. The program pricing will be the only payment from UMC that will be honored to all participating vendors and suppliers. As part of this cost containment program UMC will be also looking at standardizing products where feasible. As a result of reviewing the proposals submitted, it is anticipated that UMC will set a reasonable cost for implant products that vendors must meet.

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	February 27, 2011
Non-mandatory Pre proposal conference	March 2, 2011, 10 am
Question and Answer Period	February 28 to March 3, 2011
Final Date to Submit Questions	March 3, 2011
Last Day for Addendums	March 7, 2011
RFP Responses Due (2:00 pm)	March 9, 2011
RFP Evaluations	March 2011
Finalists Selection	March / April 2011
Finalists Oral Presentations (if required)	March / April 2011
Final Selection & Contract Negotiations	March / April 2011
Award & Approval of the Final Contract	April 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(s) to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 20 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 3 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:

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

U.S. Mail Delivery
University Medical Center
Materials Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

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

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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 to 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. 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 CONSULTANT 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 is required 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, select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>

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 PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. List all firm 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 living in Las Vegas, Nevada area
6. Disclose any financial contributions or expenses paid to physicians credentialed at UMC or to UMC employees in the last two (2) years.
6. Disclose any potential conflict of interest between your company or independent sales agent of your company and any UMC employee or physician credentialed at UMC.

B. Product Specifications

1. Provide PROPOSER's specific product descriptions, part numbers, product specifications, and warranty specifications for each category of product listed:

Cochlear Implants

Product descriptions will not count towards the 20 page maximum.

2. Describe your indigent patient program, if any.
3. Describe your Value Added Carve-outs, in any.

C. Fee

UMC has provided a MS Excel spreadsheet to provide your pricing. This spreadsheet contains 2 worksheets.

Tab 1 = Instructions

Tab 2 = Fee Schedule for full product line

Fee Schedule

Provide pricing on a full product line including products, disposables, instruments, and accessories.

PROPOSER must complete Fee Schedule in Excel format and submit a hard copy with its proposal as well as a CD containing the Fee Schedule file (in Excel format) as included in **Exhibit D. Do not deviate from Fee Schedule format on the spreadsheet provided.** Additional rows may be added to the Fee Schedule as required. Please note that this pricing CANNOT be marked as confidential.

All prices will be FOB Destination, freight included.

D. Compliance with OWNER'S Standard Agreement

OWNER's Standard Agreement (not fully customized for this service) is attached for your review (Exhibit D). Indicate any exceptions that your firm would have to take in order to accept the attached Standard Agreement.

E. 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

UMC is soliciting proposals to establish program pricing of all Cochlear Implant Products used in Surgical Services Department. This includes, but is not limited to, all implants and single-use products and hardware. The program pricing will be the only payment from UMC that will be honored to all participating vendors and suppliers. As part of this cost containment program UMC will be also looking at standardizing products where feasible. As a result of reviewing the proposals submitted, it is anticipated that UMC will set a reasonable cost for implant products that vendors must meet.

The intent of this program is to place UMC in a competitive position to respond to continued challenges of managed care contracting and declining reimbursement. As part of this program, UMC will be looking to standardize products where feasible. As a result of reviewing the proposals submitted, it is anticipated that UMC will set target pricing for products that suppliers must meet to participate in the program and receive a contract. Upon award of contracts at the end of the RFP process, the program pricing will be the only pricing that will be honored to all participating suppliers.

Product Categories:

Cochlear Implants

Annual Product Usage:

UMC does not have current annual product usage for these products. If you are one of UMC's current suppliers, we expect you to utilize your sales records to provide existing usage for said procedures in your proposal.

New Technologies:

New technologies are to be defined as a significant material or function change of an existing product and/or line of products. Product redesign or refinement does not constitute a new technology.

All new innovative and revolutionary technologies need to be approved by the Surgical Services/Implant Product Committee PRIOR TO THE CASE. Devices brought into the operating room without prior approval will not be reimbursed and the supplier representative's privileges/credentialing at UMC may be suspended. Continued violation of this process can result in credentialing revocation.

New Technology Pricing

New technology will be evaluated and priced against current technology for like procedures. The Surgical Services/Implant Product Committee will determine new technology after the product has been used in a pre-determined number of cases (minimum of 5 cases) at the current fee schedule pricing. New technology pricing will be negotiated and the contract amended prior to product usage. Any new product used in a case prior to contract amendment will be at no charge to UMC or the patient.

Shipping / Freight:

- A. All products will be shipped FOB Destination, freight included.
- B. No Shipping / Handling or Freight charges will be paid by UMC for products delivered directly to the facility by supplier's representative.
 - (1) Utilization of UMC Vendor Packing List documentation must be completed by supplier's representative within 24 hours of procedure completion and be accompanied with a bill of lading from supplier to include:
 - (a) UMC Vendor Packing List
 - (i) Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
 - (ii) Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number
 - (iii) Suppliers complete name, address, and contact information (both email / phone)
 - (iv) Manufactures complete name, address, and contact information if applicable
 - (b) Suppliers Bill of Lading must include:
 - (i) Manufactures complete name, address, and contact information

- (ii) Suppliers complete name, address, and contact information (both email / phone)
- (iii) Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
- (iv) Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number

Contract Pricing:

Pricing will be a flat fee per individual product component (not on a complete system) based on the final negotiated contract and pricing schedule.

Instruments:

Loaner instrumentation for cases shall be provided to UMC by Supplier at no charge.

Value Added Carve-Outs:

With the intent to add value to UMC and your proposal, please include any value-added services, trade-in offers of existing instruments/implants onsite or owned by UMC, disposables associated with surgery or rebates. Any and all disposables associated with the implant systems must include product description, catalog numbers, suggested list price, as well as any discounted price and discounted percentages.

Consignment of Sets

All sets (both surgical instruments and implants) placed at UMC will be on consignment only. UMC will not be buying the product to be placed in inventory prior to a case. Suppliers will provide an itemized list of all consigned sets, if placed.

UMC will be responsible for the consigned sets. Any implant restocking, additions and/or replacements will be coordinated with UMC Surgical Services Materials Manager or his designee.

All products must be approved by the Surgical Services/Implant Product Committee prior to placement and use. Failure to get prior approval will result in non-payment for the product(s) and the supplier representative's privileges/credentialing at UMC may be suspended. Continued violation of this process can result in credentialing revocation.

In the event that instrumentation or implants within the consigned sets require upgrading, supplier will trade out the current product at no charge. This includes both opened and unopened product. UMC expects to have the newest technology available and expects timely trade outs.

Expiration of Products

Supplier will ensure that expired products will be removed from consigned stock, if any, prior to the expiration date on the products and will never be used in any case. Supplier will not bring an expired product into the hospital for any reason. Violation of this process can result in credentialing revocation.

EXHIBIT B
INSURANCE REQUIREMENTS

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

Format/Time: The Provider 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 Provider's insurance shall be primary as respects OWNER, its officers and employees.

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

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

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

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

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the Provider shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Provider and any auto used for the performance of services under this Contract.

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

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

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

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

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

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

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

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) Provider's name, complete address, phone and fax numbers.
- 3) 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

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

INSURANCE BROKER'S NAME
ADDRESS
PHONE & FAX NUMBERS

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

INSURED'S NAME
ADDRESS
PHONE & FAX NUMBERS

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				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					EACH OCCURRENCE \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> UMBRELLA FORM				
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
6.	WORKER'S COMPENSATION				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY				AGGREGATE \$

7. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT

8. CERTIFICATE HOLDER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102

The Certificate Holder is named as an additional insured.

CANCELLATION

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

9. APPOINTED AGENT SIGNATURE

INSURER LICENSE NUMBER _____
ISSUED BY STATE OF _____

ATTACHMENT 1
AFFIDAVIT
(for use by Sole Proprietor's Only)

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. _____ /RFP No. _____ /CBE No. _____, entitled _____;
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 University Medical Center of Southern Nevada 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 _____, 20____, by

_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS

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.

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

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

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, or NBE subcontractors will be used.

Sample Agreement
University Medical Center of Southern Nevada
Cochlear Implant Product Agreement

By placing any implant product at University Medical Center of Southern Nevada (UMC), Supplier agrees to this Agreement and will abide by the specifications outlined in this Agreement.

1. Products

- a. All products (both implants and surgical instruments) placed on-site at UMC will be on consignment only. Supplier may choose to deliver product as requested in lieu of consignment. Supplier will provide an itemized list of all consigned products placed on-site.
- b. Supplier will retain title to all products until such time as this Agreement provides for transfer of title to UMC.
- c. UMC will be responsible for proper storage conditions, security and inventory management (e.g., using product closest to expiration before other product of same type and size) for all consignment product received in its custody or under its control. UMC will ensure that consignment product is covered by its fire, theft and/or other applicable insurance policies.
- d. For consigned products only, legal title to products maintained in UMC's stocking area and under UMC's control shall remain with Supplier until removed from UMC's stocking area for use by UMC. UMC shall have sole physical control and responsibility for product received by UMC and, therefore, UMC shall bear the risk of loss and costs to replace such products in the event of loss or damage of products. Legal title to a product will transfer to UMC at the time the product inner package is opened, or the product is lost, damaged or otherwise rendered unsalable while in UMC's custody or control (a "Use"). Expired Product will not be considered a Use by UMC under this Agreement. If UMC discovers expired product under its control, it will immediately pull and quarantine that product and contact Supplier representative for replacement product at no cost to UMC.
- e. For each Use of a product, UMC will issue a purchase order for a like product to replace the product used. UMC will be invoiced at the then-current contract price for the replacement product, and title to the replacement product will remain with Supplier until used. Replacement product will be deemed to be consignment product for the purposes of this Agreement.
- f. Any implant restocking, additions, and/or replacements will be coordinated with UMC Surgical Services Materials Manager or his designee.
- g. Access to these consigned sets will be coordinated with UMC Surgical Services Materials Manager or his designee.
- h. All products must be approved by the UMC Surgical Services/Implant Product Committee prior to placement and use. Failure to get prior approval will result in non-payment for the product(s) and the supplier representative's privileges/credentialing at UMC may be suspended. Continued violation of this process can result in credentialing revocation.
- i. See UMC Sterile Processing Department Policy #107 "Loaned/Consigned Instrument Trays, Receiving, Decontamination & Vendor Requirements (Exhibit B)

2. Upgrading Sets

In the event that product or instrumentation require upgrading, Supplier will trade out the current product at no charge. This includes both opened and unopened product. UMC expects to have the newest technology available and expects timely trade outs.

3. New Technology

- a. New technology is defined as a significant material or function change of an existing product and/or line of products.
- b. Product redesign or refinement does not constitute a new technology.
- c. All new innovative and revolutionary technologies must be approved by the UMC Surgical Services/Implant Product Committee PRIOR TO THE CASE. Devices brought into the operating room without prior approval will be at no charge to UMC or the patient and the Supplier representative's privileges/credentialing at UMC may be suspended. Continued violation of this process can result in credentialing revocation.
- d. UMC Surgical Services/Implant Product Committee will determine new technology after the product has been used in a pre-determined number of cases (minimum of 5 cases) at the current pricing schedule.
- e. Pricing for new technology will be negotiated prior to use.

4. Expiration of Product

Supplier will ensure that expired products will be removed from consigned stock prior to the expiration date on

the products and will never be used in any case. Supplier will not bring an expired product into the hospital for any reason. Violation of this process can result in credentialing revocation.

5. Disposable Products

If the supplier requires the use of disposable products for placement of the product, pricing will be negotiated at no less than 40% off the nationally published list price. This must be completed PRIOR to the use of the products and coordinated with UMC Surgical Services Materials Manager or his designee.

6. Freight / Shipping

- a. All products will be shipped FOB Destination, freight included.
- b. No Shipping / Handling or Freight charges will be paid by UMC for products delivered directly to the facility by supplier's representative.
- c. Utilization of UMC Supplier Packing List documentation must be completed by supplier's representative within 24 hours of procedure completion and be accompanied with a bill of lading from supplier to include:
 - i. UMC Supplier Packing List
 - 1. Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
 - 2. Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number
 - 3. Supplier's complete name, address, and contact information (both email / phone)
 - 4. Manufacturer's complete name, address, and contact information if applicable
 - ii. Supplier's Bill of Lading must include:
 - 1. Manufacturer's complete name, address, and contact information
 - 2. Supplier's complete name, address, and contact information (both email / phone)
 - 3. Item quantity, price per unit, catalog re-order number, complete description including size, extended line costs, extended cost total
 - 4. Patient ID Label, Case Circulating Nurse signature, date of surgery, surgeon name, case room number

7. Invoicing / Purchase Orders

Purchase orders are provided based on the completion and timeliness of the UMC Universal Vendor Packing Slip and Company Packing List as listed below:

- 1. Patient Sticker on all documents
- 2. Circulating Nurse signature and date on all documents
- 3. Date of Service, Physician, Room Number and abbreviated case description on all documents

Legibility of all documents is required and must include:

- 1. Complete product descriptions, quantities, units of measure, and contracted pricing
- 2. Use of one line per product
- 3. Complete vendor contact information for representative responsible for the case

Modifications are not to be made to the UMC Universal Vendor Packing Slip without prior approval of the Surgical Services Materials Manager. Invoicing may be completed once a Purchase Order is received from UMC Materials Management Department. Pricing issues and discrepancies are to be discussed with the Materials Management Department. Purchase Orders are issued as timely as possible. Notification in writing (electronic mail) can be forwarded to the Materials Management Department no sooner than ten (10) days post date of surgery. Additional contacts can be made through the Surgical Services Materials Manager.

8. Payment Terms

Payments shall be made within thirty (30) days of receipt of an approved invoice as described in Section 7 above.

9. Confidentiality

Supplier acknowledges that UMC is public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, and as such its contracts are public documents available to copying and inspection by the public. If UMC receives a demand for the disclosure of any information related to this Agreement which Supplier has claimed to be confidential and proprietary, such as Supplier's programs, services, business practices or procedures, UMC will immediately notify Supplier of such demand and Supplier shall immediately notify UMC of its intention to seek injunctive relief in a Nevada court for protective order. Supplier shall indemnify and defend UMC from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Supplier document in UMC's custody and control in which Supplier claims to be confidential and proprietary.

10. Non-Excluded Healthcare Provider:

Supplier represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Supplier represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Supplier or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

11. 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 supplier may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that Supplier 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. Hospital 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. Supplier 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 supplier, or UMC employee which Supplier 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.

12. Budget Act.

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. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

13. Fiscal Fund Out Clause.

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.

14. Term of Agreement

This Agreement is effective as of _____ 1, 2011 (the "Effective Date") and expires on _____, 2013. Either party may terminate this Agreement at any time by giving thirty (30) days' advanced written notice to the other party.

15. Insurance

Supplier 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 Agreement and shall provide proof

of coverage upon request by UMC.

16. Governing Law and Jurisdiction

This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without regard to its choice of law provisions and the jurisdiction and venue of the federal and state courts in Las Vegas, Nevada.

17. Entire Agreement.

This document, including Exhibits A and B, constitutes the entire agreement between the parties, whether written or oral, and supersedes all other agreements between the parties which provide for the same products as contained in this Agreement.

Agreed to and Accepted by:

Company Name: _____
Authorized Representative Signature: _____
Printed Name: _____
Date: _____
Attention To (for notice) _____
Address (for notice) _____
City, State, Zip _____

**University Medical Center
of Southern Nevada** _____
Kathleen Silver, CEO _____
Date: _____
Attention To (for notice) **CEO** _____
Address (for notice) **1800 W. Charleston Blvd** _____
City, State, Zip **Las Vegas, NV 89102** _____

**Exhibit A
Pricing Schedule**

Sample

1. Cochlear Implant Products

Part	Qty	\$ per Item

2. Other

Part	Qty	\$ per Item

Exhibit B

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA STERILE PROCESSING DEPARTMENT POLICY AND PROCEDURES

SUBJECT: LOANED/CONSIGNMENT INSTRUMENT TRAYS, RECEIVING, DECONTAMINATION & VENDOR REQUIREMENTS

EFFECTIVE: 7/96 **REVISED:** 10/06, 2/08, 4/10

POLICY #: 107

AFFECTS: Sterile Processing/OR

I. PURPOSE:

To establish guidelines for the receiving and processing of loaned instruments/sets from vendors for scheduled or emergency surgical cases.

II. POLICY:

All loaned instruments/sets must be received by Sterile Processing at least 8 hours prior to the start time of the scheduled surgery. Emergent deliveries will be handled on a case-by-case basis through Sterile Processing and the O.R. Charge Nurse. On arrival all loaned instruments/sets will be considered contaminated whether received wrapped and sterilized from another facility or delivered unwrapped, and must undergo cleaning and sterilization on campus at UMC. Prior to arrival it is the responsibility of the manufacturer's representative to inspect instruments for damage and insure they are free of all visible bioburden.

III. PROCEDURE:

1. The sales representative will either personally deliver the instrument/sets or have them shipped directly to the UMC loading dock.
2. The UMC Consignment / Loaner form (see attached) is completed and signed by the vendor. Information on the Consignment/Loaner form includes-
 - a) Vendor / Company name
 - b) Date / Time of delivery
 - c) Number of trays delivered
 - d) Description of trays
 - e) Do the instrument/sets contain implantable items?
 - f) Surgical case information including Surgeon, date and time of scheduled case.
3. A copy of the manufacturers cleaning and sterilization instructions for the instrument/set will be provided by the vendor.
4. Once the instrument/set have been inventoried and inspected by the vendor representative, they then will be delivered to the decontamination area of Sterile Processing for cleaning.
5. Manufacturers instructions and Sterile Processing Policy & Procedure #'s 400 - 700 are followed for cleaning and sterilization. General guidelines include –
 - a) Manually clean instruments if needed including sonic for any cannulated item/s.
 - b) If tolerated place in automated washer to complete washing and decontamination cycles.
 - c) At the completion of the wash cycle excess water is wiped from the tray and any cannulated items are forced air dried.
 - d) The appropriate sterility assurance monitors are included and instrument/set wrapped and initialed by employee processing the item see Policy & Procedure #501, 502 & 503.
 - e) A copy of the UMC Consignment / Loaner form is attached to the tray and the manufacturers recommended sterilization time noted.
6. Manufacturers sterilization guidelines and Sterile Processing Policy & Procedure's 600-700's are followed including the monitoring of all implantable item sterilization loads with Biological Indicators.
7. At the completion of the sterilization cycle, instrument/sets are allowed to cool. Once the results of the sterility assurance monitors including Biological Indicators have been read the instrument/sets can be released to the O.R. for use.
8. Once the surgical procedure is complete the soiled instruments are returned to Sterile Processing via the soiled elevator for cleaning and decontamination.
9. Once cleaned it is the expectation that all loaned instruments will be inspected and removed from the UMC campus by the vendor within 24 hours of the completion of the procedure.

Reference
AAMI Recommended Practices

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.

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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.

Nevada Business Enterprise (NBE):

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):

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

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.

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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 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 3 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.

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

Exhibit D
Sample Agreement

entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:					
(Include d.b.a., if applicable)					
Business Address:					
Business Telephone:			Email:		
Business Fax:					
Local Business Address					
Local Business Telephone:			Email:		
Local Business Fax:					

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

"Business 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.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws 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 disclose on the attached Disclosure of Relationship form.)

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	Print Name
Title	Date

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY 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)