

**CLARK COUNTY, NEVADA
PROFESSIONAL SERVICES
ON-LINE RFQ SUBMITTAL CHECK LIST (BONFIRE)**

This check list is provided for your reference and use only. This check list should not be submitted with your RFQ. Omission of, or failure to submit the correct required documents may be cause for rejection.

ALL RESPONDENTS: Requirements Before RFQ Opens:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Examine and understand the RFQ Documents and the site(s) / location(s) for the proposed work to be performed or services to be provided. |
| <input type="checkbox"/> | Attend scheduled Pre-Submittal Conferences or Submit questions to obtain complete understanding of Scope of Work. |
| <input type="checkbox"/> | Complete and prepare all required documents, questionnaires, resumes, if required. |

ALL RESPONDENTS: Documents Due with RFQ:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Respondents RFQ Submittal scan into the correct Response Attachment link online. |
| <input type="checkbox"/> | SUBCONTRACTOR INFORMATION Form scan into the correct Response Attachment link online. |
| <input type="checkbox"/> | ALL RESPONDENTS ARE SOLELY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE SCANNED AND ATTACHED INTO THE CORRECT LINKS IN BONFIRE. |

AWARDED RESPONDENT(S): Documents Due After Recommendation of Award:

- | | |
|--------------------------|---|
| <input type="checkbox"/> | All Required Insurances, if required, due ten (10) calendar days upon request. |
|--------------------------|---|

*****ALL RESPONDENTS ARE SOLELY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND SUBMITTED. *****

CLARK COUNTY, NEVADA



REQUEST FOR QUALIFICATION RFQ NO. 606618-23 SKILLED NURSING FACILITY

The **RFQ** package is available as follows:

- Internet – Visit the Clark County Bonfire Hub Portal at <https://clarkcountynv.bonfirehub.com> and locate Document No. 606618 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone, email address and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Submittal Conference will be held on **THURSDAY, MARCH 21, 2024 at 10:00 a.m.**, via WebEx. The WebEx information for this conference is listed in the “Messages” section of the effort in the Bonfire system. If your firm is unfamiliar with the County Request for OR Statement of Qualification (RFQ) procedures and would like to obtain training on the submittal process for this RFQ, contact Cherry Cruz, Purchasing Analyst, at (702) 455-2725 no later than **WEDNESDAY, MARCH 20, 2024**, and a training session will be provided immediately following the pre-Submittal conference referenced above.

Electronic Submittals will be accepted in the Bonfire system on or before **APRIL 10, 2024 at 3:00:00 p.m.** Manual Submittals will be accepted at the Clark County Government Center address specified above, on or before **APRIL 10, 2024 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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MARCH 13, 2024

GENERAL CONDITIONS

RFQ NO. 606618-23 SKILLED NURSING FACILITY

1. TERMS

The term "COUNTY," as used throughout this document will mean the County of Clark, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners which is the Governing Body of Clark County. The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or her designee responsible for the Purchasing and Contracts Division. The term "RESPONDENT" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFQ" as used throughout this document will mean Request for Qualification. The term "Bonfire System" as used throughout this document will mean the Clark County Bonfire Hub. The Bonfire System is an electronic bidding system that is used by Clark County for the submission of electronic Submittals. There is no cost for any RESPONDENT to use the Bonfire System, however, all RESPONDENTS that choose to submit an electronic Submittal must register prior to gaining access to see the details of any solicitation or to upload a Submittal online. Submittals may also be received manually.

2. INTENT

COUNTY is soliciting Submittals from firms qualified to provide Skilled Nursing Facility. The intent of this formal Request for Qualification (RFQ) is to receive Submittals from qualified respondents for awards exempt from competitive solicitation under Nevada Revised Statutes (NRS) 332.115, Revised 2019.

3. SCOPE OF PROJECT

The RESPONDENT agrees to provide Skilled and/or Intermediate levels of care including nursing, physician, and related services to eligible clients referred by COUNTY on a twenty-four (24) hour basis, seven (7) days per week, 365 days per year, including holidays.

1. DEFINITIONS

- A. Bureau of Health Care Quality and Compliance (HCQC) refers to a bureau within the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health. HCQC licenses, monitors, and investigates complaints against skilled nursing facilities.
- B. Resident/Client shall mean an individual who lives in the facility, is authorized by COUNTY, and receives care consistent with that provided by the applicable level of care.
- C. Facility refers to a facility which provides one or both levels of care.
- D. "Social Services" shall mean the provision of services necessary to meet the total spectrum of any resident's needs. Examples of services include but are not limited to financial assistance, discharge planning, grievance counseling, and application assistance.
- E. Personal Needs Allowance (PNA) is a monthly monetary allowance determined and required by the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services and provided to each client for ancillary needs. For additional definition visit the website: <https://dwss.nv.gov/Medical-Manual/>. PNA is listed under A-200 – Definitions and Acronyms.

2. SERVICES

The RESPONDENT agrees to provide the following skilled and/or intermediate levels of care services to authorized residents:

- A. RESPONDENT must maintain compliance with all HCQC regulations and requirements required for licensure and maintain HCQC licensure and provide medical care and all types of care as required by HCQC, including established timeframes.
- B. Physician and/or registered nurse attendance and supervision to include a planned and continued regimen of medical care;
- C. Medical equipment, facilities, and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs;
- D. Dietician consultation for three (3) nutritious and appetizing meals per day;
- E. Contractual arrangements for professional services to include, but not be limited to, physical therapy, speech therapy, pharmacy, laboratory, occupational therapy, respiratory therapy and radiology;
- F. Medication, vaccines, and administration of drugs;
- G. Restorative medical service;
- H. Planned regimen of daily activities;
- I. Required number of social workers according to HCQC regulations; and
- J. Required staffing according to HCQC regulations.

3. LEVELS OF CARE

- A. Levels of care are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 503.8 – Level of Care and Section 503.10 Behaviorally Complex Care. <http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/MSM/C500/Chapter500>
- B. COUNTY will determine level of care for each COUNTY resident. Level of care is nursing facility standard, nursing facility ventilator dependent or nursing facility behaviorally/medically complex.
- C. RESPONDENTS may request a new level of care screening at any time by contacting COUNTY and providing requested documentation. All levels of care are determined by COUNTY.

4. CONDITIONS OF PARTICIPATION

- A. RESPONDENT agrees to accept residents placed by COUNTY who are pending approval for Nevada Medicaid coverage. In the event the Medicaid application is denied, COUNTY will compensate RESPONDENT based on the applicable established Nursing Facility Rate associated with resident's COUNTY determined level of care.
- B. RESPONDENT must be licensed and approved as a skilled and/or intermediate care nursing home by the State of Nevada, Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), Bureau of Health Care Quality and Compliance (HCQC) or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located.
- C. RESPONDENT agrees to adhere to professional standards of medical care and services, and to comply with all local, state, and federal statutes, rules and regulations related to the RESPONDENT'S performance in accordance with this contract, including, but not limited to, prohibitions against factoring and accepting or paying kickbacks for services provided to residents.
- D. RESPONDENT agrees to change residents from one level of care to another as determined by COUNTY.
- E. RESPONDENT agrees to admit residents following RESPONDENT'S established admission process Monday – Friday during business hours. RESPONDENT agrees to admit residents on weekends and outside regular business hours when prior arrangements have been made by COUNTY.
- F. COUNTY shall withdraw any payment if the RESPONDENT fails to provide accurate information, fails to cooperate, provides misinformation, or misses specified deadlines for the provision of information to any local, state, or federal department or agency, including but not limited to the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS), State of Nevada, Department of Health and Human Services, Division of Health Care Financing and Policy (Nevada Medicaid), Bureau of Health Care Quality and Compliance, the Social Security Administration, the Veterans' Administration, and/or COUNTY.
- G. RESPONDENT agrees that COUNTY reserves the right for authorized personnel to review all clients' personal records (e.g. eligibility files, medical records, income statements), the condition of the resident, and RESPONDENT'S records at any time.
- H. RESPONDENT agrees that COUNTY reserves the right for authorized personnel to conduct an inspection at any time of the general condition of the RESPONDENT'S facility in order to ensure the health, safety and welfare of the resident.
- I. RESPONDENT agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in ownership and to fully disclose terms of any finalized sales contract. In case of change of ownership, RESPONDENT must continue to provide services listed in this Scope of Work for a period up to sixty (60) days after written notification of sales contract has been received by COUNTY.

5. AUTHORIZATION

RESPONDENT shall receive written payment authorization from COUNTY to provide the services, as described herein, to residents placed by COUNTY.

6. PERSONNEL

- A. The facility must have an Administrator of Facilities for Long Term Care licensed by the State of Nevada Board of Examiners, or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located. The Administrator, or a designee, must be available by telephone 24 hours per day. RESPONDENT agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in administrator.
- B. Staff – Personnel must meet regulations and requirements as specified by the HCQC, or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located.
- C. The RESPONDENT shall render service, in accordance with HCQC requirements and license as issued by the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located, and only during such period of time as RESPONDENT is in full compliance with HCQC requirements and all applicable Federal, State and Local laws, regulations and standards.

7. CREDENTIALS

RESPONDENT must possess valid applicable state professional licenses and certificates, for the State in which the RESPONDENT is located including, but not limited to 1) Administrator's License and 2) Certification from State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located.

8. COMPENSATION

- A. COUNTY will pay the RESPONDENT based on the current State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care as outlined below:
1. For residents determined by COUNTY to be at the nursing facility standard level of care, compensation rates are based on In-State Free-Standing Nursing Facility Medicaid Equivalent Daily Rate plus fifty (50) percent. Daily rate shall not exceed \$500.
 2. For residents determined by COUNTY to be at the nursing facility ventilator dependent level of care, compensation rates are based on Medicaid Nursing Facility Ventilator Dependent Rate plus fifty (50) percent. Daily rate shall not exceed \$800.
 3. For residents determined by COUNTY to be at the behaviorally/medically complex level of care, compensation rates are based on Medicaid Nursing Facility Ventilator Dependent Rate plus fifty (50) percent. Daily rate shall not exceed \$800.

Compensation rate structure for resident(s) placed in a facility in another state, or if the in-state facility does not have an established Nursing Facility Ventilator Dependent Rate, is the average of the State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care, adhering to the listed not to exceed amount. Current State of Nevada, Division of Healthcare Financing and Policy daily rate information is available at <https://dhcfp.nv.gov/Resources/Rates/NursingFacilities/>

- B. COUNTY agrees to pay RESPONDENT for actual days a client resides in the skilled and/or immediate levels of care facility. Upon notification by the RESPONDENT that a client is out of the facility but plans to return, COUNTY approves a "Bed Hold" up to five (5) calendar days. The RESPONDENT shall inform COUNTY designated staff on the first day following the bed being vacated. Bed holds exceeding five (5) calendar days must have prior approval. Bed hold approval will not exceed a maximum of fifteen (15) calendar days.
- C. RESPONDENT shall submit invoices to COUNTY on a monthly basis. Invoices are to be received by COUNTY by the fifth day of each month for the previous month's charges. Invoices shall include all charges per resident including any preauthorized services or supplies. CCSS shall pay invoices within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by CCSS. No penalty will be imposed on CCSS if CCSS fails to pay RESPONDENT within thirty (30) calendar days after receipt of a properly documented invoice. Invoices shall be submitted via email to CCSSInvoices@ClarkCountyNV.gov and must utilize the approved billing form.
- D. COUNTY will pay RESPONDENT for specialized medical care only when such care has been preauthorized by COUNTY. Specialized medical care includes any charges which would not normally be covered by the per diem rate.
- E. Charges for any services which are added to the per diem rate, shall not exceed the amount charged for the same services to Nevada Medicaid without prior approval by COUNTY. If the resident is placed in a State other than Nevada, the charges for services will be at that State's Medicaid rate or Nevada's Medicaid rate, whichever is lower.
- F. Pharmacy charges for residents shall not exceed the amount charged for the same services to Nevada Medicaid residents. National Drug Codes are required and shall be clearly listed on the invoice for all drugs administered, including Nevada Medicaid approved Over-the-Counter (OTC) drugs as ordered by a physician.
1. Prescribed drugs are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 1203, p2. Prescribed Drugs. <http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/MSM/C1200/Chapter1200>.
 2. RESPONDENT shall invoice COUNTY after payment of pharmacy charges for residents has been satisfied with the pharmacy.
 3. Each invoice received by COUNTY must include a copy of the following:
 - i. Invoice from the pharmacy; and
 - ii. Copy of remittance from the pharmacy indicating the bill has been paid.
 4. RESPONDENT must submit a request for reimbursement to COUNTY within thirty (30) days of satisfying the pharmacy charges with the pharmacy.

- G. RESPONDENT shall utilize and deduct from the total monthly charges the resident's medical insurance resources, including, but not limited to, Medicare, private insurance, and other medical benefits provided by employers and unions before claims are submitted to COUNTY.
- H. RESPONDENT shall collect the established resident liability and expenditures for personal items not covered by COUNTY each month from resident.
- I. COUNTY will pay the Personal Needs Allowance (PNA) amount to the client when the client does not have sufficient income for the amount of the allowance. PNA is based on the current rate provided by the State of Nevada. COUNTY issued PNA checks must be cashed or deposited in the client's account within 30 days of issuance.
- J. RESPONDENT shall accept COUNTY payment, as payment in full for the services identified and authorized by COUNTY and provided to the resident. RESPONDENT shall not bill the resident, family member(s) or personal representative, for services identified and authorized by COUNTY. If the RESPONDENT receive payment for nursing care and services in any amount which exceeds the authorized rate, the RESPONDENT agrees to reimburse COUNTY up to the full amount already paid by COUNTY. Reimbursements will be taken as a credit against a future invoice, whenever possible.
- K. The per diem rate includes COUNTY'S full payment for services for the nurse, doctor, dietician, and other professional staff, medical equipment, facilities and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs.
- L. RESPONDENT must submit all appropriate paperwork to COUNTY for the purposes of determining eligibility and patient liability in the timeframe designated by COUNTY.

9. RECORDS

RESPONDENT agrees to maintain the following records:

- A. RESPONDENT shall maintain for each client a personal record to include, but not be limited to, all information required by the HCQC or the equivalent licensing agency for the state in which the RESPONDENT'S facility is located, a written record of all accidents, injuries, and illnesses; and the client's annual tuberculosis and all required testing in accordance with State of Nevada specifications or the specifications of the state in which the RESPONDENT'S facility is located.
- B. Documents on each resident which reflect dates, times, and reasons for admission, leaves, transfers, and discharges. The COUNTY'S authorization for new admissions, transfers, and leaves must be obtained by RESPONDENT. The records shall account for any resident absences from the RESPONDENT. The COUNTY reserves the right to inspect the records and conditions of residents at any time, and the right of access for private interviews with any resident. The COUNTY further reserves the right to request/attend staffing for any COUNTY residents.
- C. Documents which indicate individual, agency, or facility responsible to act on behalf of resident in case of medical emergencies; and
- D. Documents as are necessary to fully disclose to the resident, resident's representative and/or COUNTY, the management of resident funds and, upon demand, transfer to the resident, resident representative, and/or COUNTY the balance of resident trust funds held by the RESPONDENT. Upon discharge, the monies and valuables of resident shall be returned to resident or, in the event of the resident's death, to the resident's legal representative.

10. NOTICE

- A. RESPONDENT shall notify COUNTY within twenty-four (24) hours of any change in client's income, occupancy, death, illness, injury, accident, major fire, or other matters which would necessitate a prompt response by RESPONDENT and/or be of immediate interest to the COUNTY.
- B. RESPONDENT shall notify COUNTY within five (5) business days of a change in client care needs, which may require a re-screening.
- C. If patient trust fund exceeds allowable limit, RESPONDENT must notify COUNTY within five (5) business days.

4. DESIGNATED CONTACTS

COUNTY'S representative will be Cherry Cruz, Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-2725, Cherrylynn.Cruz@clarkcountynv.gov. This representative will respond to questions concerning the scope of work of this RFQ and questions regarding the selection process for this RFQ.

5. CONTACT WITH COUNTY DURING RFQ PROCESS

Communication between a RESPONDENT and a member of the Board of County Commissioners (BCC) or between a RESPONDENT and a non-designated COUNTY contact regarding the selection of a respondent or award of this Contract is prohibited from the time the RFQ is advertised until the item is posted on an agenda for award of the Contract. Questions pertaining to this RFQ shall be addressed to the designated contact(s) specified in the RFQ document. Failure of a RESPONDENT, or any of its representatives, to comply with this paragraph may result in their Submittal being rejected.

6. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFQ is considered to be an exception from competitive solicitation, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115. Revised 2019.

The Submittals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING MANAGER OR HER DESIGNEE. The finalists may be requested to provide COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFQs as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. COUNTY 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 Submittal(s) COUNTY deems best suited to fulfill the requirements of the RFQ. COUNTY also reserves the right not to make an award if it is deemed that no single Submittal fully meets the requirement of this RFQ.

The fees for the professional services and/or equipment will be negotiated with the RESPONDENT(S) selected.

7. SUBMITTAL REQUIREMENTS

Electronic Submittals through Bonfire System.

- A. Prepare your submission materials. The RFQ has several required documents that must be uploaded into the Bonfire System. Please review the requested information. The maximum file size is 100 MB. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested information will include:

Name	Type	# Files	Requirement	Instructions
19. A. Cover Letter	File Type: Any	Multiple	Required	This template can be found in the "Files" section of Bonfire.
19. B. Organizational Information	File Type: Any	Multiple	Required	This template can be found in the "Files" section of Bonfire.
19. C. Firm Information	File Type: Any	Multiple	Required	
19. D. Skilled Nursing Facility Licensure	File Type: Any	Multiple	Required	
19. E. Compliance with COUNTY'S Standard Contract	File Type: Any	Multiple	Required	COUNTY's Standard Contract can be found in the "Files" section of Bonfire.
19. F. Disclosure Form	File Type: Any	Multiple	Required	This form can be found in the "Files" section of Bonfire. This form must be completed, signed and uploaded with proposal.

- B. Upload your Submittal at: <https://clarkcountynv.bonfirehub.com/opportunities/99351>. Your submission must be uploaded, submitted, and finalized prior to the Closing Date and Time. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

- C. Important Notes. Each item of requested information will only be visible to evaluators after the Closing Time. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.
- D. Need Help? Clark County uses the Bonfire system for accepting and evaluating Submittals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Manual Proposals.

If RESPONDENT chooses not to use the Bonfire System to upload their Submittal electronically, RESPONDENT must contact the Designated Contact listed above or the County Purchasing Front Desk (702) 455-2897 to request a manual RFQ package.

All manual Submittals must be received as follows:

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

The RESPONDENT shall submit one (1) clearly labeled original and 4 copies of their Submittal, including one (1) CD or flash drive with an electronic copy of their Submittal, preferably in .pdf format. A single .pdf document of the entire Submittal is preferred. The name of the RESPONDENT'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

All Submittals must be submitted in a sealed envelope plainly marked with the name and address of the RESPONDENT and the RFQ number and title. No responsibility will attach to COUNTY or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a Submittal not properly addressed and identified. Submittals are time-stamped upon receipt. Submittals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. FAXED OR EMAIL SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/ mailing instructions for Submittals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

Regardless of the method used for delivery, RESPONDENT(S) shall be wholly responsible for the timely delivery of their Submittals.

8. WITHDRAWAL OF SUBMITTAL

RESPONDENT(S) may withdraw a Submittal in the Bonfire System by logging onto the Bonfire System and retracting the Submittal.

To request withdrawal of a posted, sealed Submittal, which was manually delivered, prior to the scheduled Submittal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a Submittal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Submittals must be re-submitted and time-stamped in accordance with the RFQ document in order to be accepted.

No Submittal may be withdrawn for a period of 90 calendar days after the date of Submittal opening. All Submittals received are considered firm offers during this period. The RESPONDENT'S offer will expire after 90 calendar days.

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

9. REJECTION OF SUBMITTAL

COUNTY reserves the right to reject any and all Submittals received by reason of this request.

10. SUBMITTAL COSTS

There shall be no obligation for COUNTY to compensate RESPONDENT(S) for any costs of responding to this RFQ.

11. ALTERNATE SUBMITTALS

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

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFQ, a written addendum will be issued by COUNTY. COUNTY is not bound by any oral representations, clarifications, or changes made to specifications by COUNTY'S employees, unless such clarification or change is provided to RESPONDENTS in written or electronic addendum form from the Purchasing Analyst.

13. PUBLIC RECORDS

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

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

RESPONDENT must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFQ number. The envelope must contain a letter from the RESPONDENT'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. This "Proprietary Information" may not be submitted via the Bonfire System and must be delivered manually prior to the Submittal Due Date and as instructed in Section 8 Submittal Requirements, above.

Upon receipt of a Submittal accompanied by such a separate, sealed envelope, COUNTY 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 COUNTY only for the purposes of evaluating Submittals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, the RESPONDENT who submitted 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 RESPONDENT'S consent to the disclosure of the information by COUNTY, RESPONDENT'S waiver of claims for wrongful disclosure by COUNTY, and RESPONDENT'S covenant not to sue COUNTY for such a disclosure.

RESPONDENT also agrees to fully indemnify COUNTY if COUNTY is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

14. SUBMITTALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

15. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among RESPONDENT(S) and prospective RESPONDENT(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such RESPONDENT(S) void.

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

16. COMPANIES THAT BOYCOTT ISRAEL

RESPONDENT certifies that, at the time its Submittal was received, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

17. CONTRACT

A sample of COUNTY'S Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFQ, other than for the supply of goods being shipped directly to a Clark County facility, the successful RESPONDENT 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:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

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

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)

19. EVALUATION CRITERIA

Submittals shall be evaluated based upon information provided in the proposal, including answers to questions in the Attributes tab and Response Attachments of the Bonfire System, or as follows:

Submittals should contain the following information:

A. **Cover Letter**

The first page of the Submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in this RFQ. It must also identify that the statement supersedes and nullifies any page in the Submittal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Submittal will become Public Information upon award. Failure to provide such declaration may be deemed as grounds for the return of the unread Submittal.

B. **Organizational Information**

1. Indicate if your firm has an office in Clark County and the year it was established, if any.
2. Indicate if your firm is a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise.

C. **Firm 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). Include the year your firm was established.
3. Please provide an organizational chart of your organization.

D. **Skilled Nursing Facility Licensure**

1. Upload the applicable license(s) and most recent State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance survey including current grade which are held by PROPOSER and its proposed subcontractors. Or provide the equivalent license, survey and current grade for the state in which the RESPONDENT'S facility is located if outside of Nevada.

E. Compliance with COUNTY'S Standard Contract

Indicate any exceptions that RESPONDENT has to the attached Sample Contract. RESPONDENT(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

F. Disclosure Form

This form can be found in the "Files" section of Bonfire. This form must be completed, signed and uploaded with proposal.