



**REQUEST FOR PROPOSALS  
FOR  
PROFESSIONAL AUDITING SERVICES**

**SNHD-9-RFP-16-009**

**February 05, 2016**

**280 S. DECATUR BLVD  
LAS VEGAS, NEVADA 89107**

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## SECTION I - INTRODUCTION

### A. Purpose:

The Southern Nevada Health District (Health District) is seeking Request for Proposals (RFPs) from qualified and experienced public accounting firms whose principal officers are independent Certified Public Accountants (CPAs). Objectives are to obtain audit services for performance of the Health District's annual financial audit and single audit of state and federal grants for three (3) fiscal years beginning with fiscal year ending June 30, 2016 thru fiscal year ending June 30, 2018, with an option to renew for two additional years, and to obtain other related services as stated within the RFP.

### B. Entity Information:

The mission of the Health District is "to protect and promote the health, the environment, and the well-being of Southern Nevada residents and visitors." The Health District is one of the largest local public health organizations in the United States.

The Health District was created in 1962, following statutory authorization from the Nevada State Legislature to combine the Health District health department and the health departments of several surrounding cities. The Health District serves over 2 million residents and 40 million visitors to the Las Vegas valley each year.

### C. Anticipated Contract Term and Conditions:

1. The audit should be performed in accordance with generally accepted auditing standards as set forth by the American Institute of CPAs and the Governmental Accounting Standards Board, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards, and the provisions of U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), Audits of State and Local Government, and any other requirements from regulatory agencies.
2. The resulting agreement(s) will be subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this RFP and/or Agreement is withdrawn, limited, or impaired.
3. The Health District does not guarantee to award a contract under this RFP.

## SECTION II: SCOPE OF SERVICES

The auditor shall express an opinion on the fair presentation of its general purpose financial statements in conformity with generally accepted accounting principles and the auditor shall also express an opinion on the fair presentation of its combining and individual fund and account group financial statements and schedules in conformity with generally accepted accounting principles. The auditor is to provide an “in-relation-to” report on the supporting schedules to the Comprehensive Annual Financial Report (CAFR) based upon the auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statement and schedules.

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

The auditor is to provide an “in-relation-to” report on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements. This information should be in accordance to Governmental Auditing Standards and the OMB Uniform Guidance. The auditor is to provide an opinion of the fair presentation of this schedule in relation to the general purpose financial statements taken as a whole.

### **A. Reports to be Issued:**

Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue the CAFR and all reports currently required by State and Federal grantors and by such as the American Institute of Certified Public Accountants, the Governmental Accounting Standards Board, the Government Finance Officers Association of the United States and Canada, and any other regulatory agencies. The auditor shall likewise issue any other reports subsequently required by these or similar entities following completion of the financial or single audit.

The Health District sends its CAFR to the Government Finance Officers Association of the United State and Canada for review and consideration of the Certificate of Achievement for Excellence in Financial Reporting program. The Health District received the last award for its 2013/14 CAFR and has submitted the 2014/15 CAFR for review. The successful proponent will be required to provide special assistance to the Health District to meet the requirements of the program.

In the required reports on internal controls, the auditor shall communicate any reportable conditions found during the audit to the Financial Services Manager. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls. The report on compliance shall include all instances of noncompliance.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of which they become aware to the District Health Officer and/or Financial Services Manager.

Auditors shall assure themselves that the Health District's Board of Health is informed of each of the following and any other item as required by the regulatory agencies as noted above:

1. The auditor's responsibility under generally accepted auditing standards and government auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

**B. Working Papers:**

All working papers and reports must be retained for a period of at least five (5) years after the fiscal year end. The auditor shall make available all original working papers for examination by authorized representatives of Federal and State agencies, the Health District's Financial Services Manager, and any other entity to which access has been granted in writing by the Health District's Financial Services Manager. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing financial significance.

## **SECTION III – DESCRIPTION OF THE GOVERNMENT**

### **A. Administration:**

Dr. Joseph P. Iser District Health Officer	Andrew G. Glass Director of Administration
Sharon McCoy-Huber Financial Services Manager	Kieawa Mason Accounting Supervisor

The auditor's principal contacts with the Health District will be the Financial Services Manager and the Accounting Supervisor, who will coordinate the assistance to be provided by the Health District to the auditor.

### **B. General Background:**

The Southern Nevada Health District was established pursuant to Nevada Revised Statutes Chapter 439. The Health District's mission is to protect and promote the health, the environment and the well being of Southern Nevada residents and visitors. It is one of the largest local public health districts in the nation. It serves a population of over 2 million, representing 72.7 percent of the state's population, and over 39.7 million tourists annually. In the furtherance of its mission, public health services are available to everyone, regardless of income. The Health District has approximately 500 employees and a 2015/16 budget of approximately \$72 million. The Health District provides a full range of services including clinical services, community health, environmental health, and general administrative services.

### **C. Fund Structure:**

The Health District uses the following fund types and account groups in its financial reporting:

#### Government Fund Types

- General (major fund)
- Special Revenue (major/ nonmajor)
  - Multiple Federal/State/Other Grants Funds
- Capital Projects
  - Bond Reserve Fund (major fund)
  - Capital Projects Fund (nonmajor)

#### Proprietary Fund Types

- Enterprise (major fund)
  - Southern Nevada Public Health Laboratory Fund
- Internal Service (nonmajor)
  - Insurance Liability Reserve Fund

## Fiduciary Fund Type

### Employees Event Fund (nonmajor)

#### **D. Budgetary Basis of Accounting:**

The Health District prepares its budget on a basis consistent with generally accepted accounting principles.

#### **E. Federal and State Financial Assistance:**

The Health District receives assistance and exceeds the thresholds to prepare a single audit.

#### **F. Pension Plans:**

The Health District is a member of the Nevada Public Employee Retirement System (PERS).

#### **G. Financial Systems:**

The Health District currently uses USL Financials, Inc. to process all its financial transactions; Sage ABRA Suite for human resources and payroll; Envision Connect for Environmental Health billings; and an outside source for medical billing. The Health District projects to be live with Sungard ONESolution beginning in fiscal year 2016/17.

#### **H. Availability of Prior Audit Reports:**

Subsequent to the contract award, arrangements shall be made, if possible, for a review of prior year working papers by the firm awarded the contract. Proposers may have access to prior years' audit reports if they wish, online at the Southern Nevada Health District's website: <http://www.southernnevadahealthdistrict.org/stats-reports/budget.php>



## SECTION IV – TIMETABLE

A. **Release Date of the Request for Proposals:** February 05, 2016

B. **Designated Contact/Questions:**

Questions about this Request for Proposals (RFP) may be e-mailed to the Southern Nevada Health District (Health District) authorized agency contact person's e-mail address as listed below:

**Health District Contact Persons:** Loni Benard and Gabi Montaldo

**Question/Clarification Deadline:**

**Date:** February 11, 2016

**Time:** 4:00 pm

**E-Mail Address:** [benard@snhdmail.org](mailto:benard@snhdmail.org) and [montaldo@snhdmail.org](mailto:montaldo@snhdmail.org)

Answers to all questions asked will be available on the Health District's website at <http://www.southernnevadahealthdistrict.org/public-notices.php>. A list of questions and answers will also be sent to everyone who officially requested a copy of the RFP.

**CONTACT WITH Health District DURING THE RFP PROCESS:** Communication with any other person other than the designated contacts concerning the selection or award of this contract is prohibited from the time the Request for Proposal is advertised to the time of the award. Questions concerning the Request for Proposal shall be directed **only** to the designated contacts. All questions that are asked will be posted on Health District's web site under Public Notices. **Failure of a PROPOSER, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.**

C. **Proposal Due Date, Time and Location:**

**Date:** March 03, 2016

**Time:** 10:00 am

**Submittal:** Submit your proposal in a sealed envelope clearly marked: "SNHD-9-RFP-16-009", Professional Auditing Services" and mail to:

Southern Nevada Health District  
Finance Services Department  
Material Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

**If Hand-Carried.** (Monday through Friday, 8:00 AM to 4:00 PM) 280 S. Decatur Blvd, Las Vegas, NV 89107. Please call 702.759.1645 or 702.759.1244 from the lobby.

**If E-Mailed.** You may e-mail your proposal in Adobe by the due date to [benard@snhdmail.org](mailto:benard@snhdmail.org) and [Montaldo@snhdmail.org](mailto:Montaldo@snhdmail.org).

Faxed proposals will not be accepted.

#### **D. Late Proposals:**

Proposals received and/or date stamped after the Proposal Due Date and Time are late and will not be considered by the Health District. Proposals must be received in the Health District Administration Office by the Due Date and Time stated above. Proposals received after that date and time will be rejected and will not be considered. Upon request the Health District will return unopened, late-received Proposals at the requester's expense. Proposer is responsible for ensuring third party deliveries conform to the delivery requirements set forth in this RFP.

#### **E. Receipt and Opening of Proposals:**

1. Proposals received prior to the advertised hour of opening will be time stamped and kept securely sealed. Time of receipt will be determined by the procurement office time stamp. Proposals received after the specified date and time of proposal opening are late. Late hand-carried proposals shall not be accepted. Proposals received by other methods shall remain unopened in the proposal file.
2. No responsibility will attach to the Health District or its representatives for the premature opening of, or the failure to open, a proposal not properly addressed and identified.
3. The proposal acceptance period shall extend for a period of ninety (90) calendar days from the date of proposal opening for the purpose of proposal evaluation and award unless otherwise stated elsewhere in this solicitation.

#### **F. Projected Date of Award:**

Thursday, March 24, 2016.

#### **G. Date Audit May Commence:**

The Health District will have all records ready for audit and all management personnel available to meet with the firm's personnel by August 22, 2016.

#### **H. Schedule for the 2015/2016 Fiscal Year Audit:**

(A similar schedule will be developed for audits of future fiscal years if the Health District exercises its option for additional audits.)

Each of the following shall be completed by the auditor no later than dates indicated.

#### **I. Preliminary Work:**

The auditor may commence any preliminary reviews and meetings after May 1, 2016.

#### **J. Interim Work:**

The auditor may commence interim fieldwork on June 1, 2016.

**K. Exit Conference:**

An exit conference will be held with the Financial Services Manager, Accounting Supervisor and Director of Administration at the completion of the audit. The purpose of this meeting will be to summarize the results of the field work and to review significant findings.

**L. Date Final Report is Due:**

The Financial Services Manager shall provide final financial statements, by fund, and a detailed year-to-date trial balance for use by the independent auditor; interim financial statement will be available as needed. The auditor shall complete audit fieldwork and submit the draft copy of the comprehensive annual financial statement to the Financial Services Manager.

The Health District will complete its review of the draft report as expeditiously as possible. It is not expected that this process should exceed one week. During that period, the auditor shall be available for any meetings that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Health District within 15 working days. It is anticipated that this process will be completed and the final report delivered by November 1, 2016.

The original final report should be delivered to the Financial Services Manager, Southern Nevada Health District, 280 S Decatur, Las Vegas, Nevada 89107.

**SECTION V – ASSISTANCE TO BE  
PROVIDED TO THE AUDITOR  
AND REPORT PREPARATION**

**A. Finance Department Staff and Clerical Assistance:**

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanation. The preparation of confirmations, routine letters and memorandums will be the responsibility of the auditor.

**B. Work Area, Telephone, Photocopying and Fax Machines:**

The Health District will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to one telephone line, financial systems, photocopying facilities and fax machine.

**C. Report Preparation:**

Report preparation and editing shall be the responsibility of the auditor.

## SECTION VI – INSTRUCTIONS TO PROPOSERS

AUDIT FIRMS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO COMPLY WITH ALL REQUIREMENTS MAY BE USED TO EXCLUDE A RESPONSE FROM CONSIDERATION.

### A. General Requirements:

1. Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Gabriela Montaldo  
Purchasing Agent  
280 S Decatur  
Las Vegas, Nevada 89107  
[gmontaldo@snhdmail.org](mailto:gmontaldo@snhdmail.org) and [benard@snhdmail.org](mailto:benard@snhdmail.org)

CONTACT WITH PERSONNEL OF THE HEALTH DISTRICT OTHER THAN THE PURCHASING AGENT, MATERIALS MANAGEMENT SUPERVISOR, OR FINANCIAL SERVICES MANAGER REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

### B. Preparation of Proposals:

1. Proposals must contain complete answers to each question. Failure to fully answer any question is grounds for rejection.
2. Proposals must be printed in a font no smaller than 11 points on 8 ½” x 11” paper.
3. Proposals, along with all required documents, must be submitted in the manner described herein.
4. By responding to this RFP, Proposer certifies that it has not communicated with any employee or member of Health District in a manner that might provide that Proposer an advantage over any other Proposer. A violation of the foregoing is cause for rejection of that particular Proposal without further consideration.
5. By submitting a Proposal, Proposer certifies that understands, agrees with, and will abide by, the terms and conditions set forth in this RFP.
6. Health District reserves the right to contract for less than or more than all of the services identified herein.
7. Health District reserves the right to request clarifications of information submitted and to request additional information on any proposal.

8. Health District reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection and provided a contract.
9. All costs incurred by the Proposer in the preparation of a Proposal responding to this RFP are the responsibility of the Proposer and will not be reimbursed by Health District.
10. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days to sell to the Health District the services described in the attached specifications, or until one or more of the proposals have been approved by the Health District administration, whichever occurs first.
11. The contract resulting from acceptance of a proposal by the Health District shall be in a form supplied or approved by the Health District, and shall reflect the specifications in this RFP. A sample copy of the proposed contract is available for review (see attachment E). The Health District reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the Health District Attorney's office.
12. **Proposals are not to contain confidential/proprietary information.** Health District is subject to Nevada Public Records statutes. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

**C. Submission of Requirements:**

The following material is required to be received by the Health District for a proposing firm to be considered:

<u>Tab</u>	<u>Title</u>
1	Cover Letter and Proposal Form (Attachment A)
2	Executive Summary
3	Table of Contents
4	Firm Background and Prior Experience
5	Scope and Audit Approach
6	Other References
7	Additional Data and Other Information
8	Concluding Remarks
9	Execution of Offer (Attachment B)
10	Certifications and Assurances (Attachment C)
11	Sealed Dollar Cost Proposal (submitted in separate envelope)

## **Tab 1. Cover Letter**

This section should contain the name of the proposing firm, the address of the proposing office, and contact persons authorized to answer technical, price, and/or contract questions together with their telephone number and mailing address. The cover letter must also be signed by a partner authorized to bind the company. Include the Proposal Form (Attachment A) with your cover letter.

## **Tab 2. Executive Summary**

Prefacing the proposal, an executive summary of five pages or less should be provided which gives in brief; concise terms a summation of your proposal. Identify the points that make your firm uniquely qualified for this engagement.

## **Tab 3. Table of Contents**

The Table of Contents shall include an index of the proposal contents and attachments.

## **Tab 4. Firm Background and Prior Experience**

Firm Qualifications and Experience. This section should state:

- The size of the firm
- The size of the firm's governmental audit staff
- The location of the office from which the work on this engagement is to be performed
- The number of professional staff to be employed in this engagement on a full-time and part-time basis
- The firm's principal officers shall be independent certified public accountants licensed to practice in Nevada
- The firm shall identify who will be assigned to the engagement
- The firm is required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements
- The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations

### Similar Engagements with Other Government Entities.

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last seven years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of relativity to the current proposal. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

Other:

Additional information should be included to describe the office's capabilities to audit computerized systems.

**Tab 5. Scope and Audit Approach:**

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this RFP. In developing the work plan, references should be made to such sources of information as the Health District's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- Proposed segmentation of the engagement
- Level of staff and number of hours to be assigned to each proposed segment of the engagement
- Extent of use of software in the engagement
- Type and extent of analytical procedures to be used in the engagement,
- Approach to be taken to gain and document an understanding of the Health District's internal control structure
- Approach to be taken in determining laws and regulations that will be subject to audit test work
- Approach to be taken in drawing audit samples for purposes of tests of compliance

The proposal should also identify in this section any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Health District.

The work plan submitted should include separate time estimates for the financial audit and single audit work.

A separate statement of the firm's approach to and understanding of the provision of technical assistance and advice concerning accounting and auditing issues that may arise during the course of the audit should be included. In addition, a discussion of the firm's approach to the level and amount of the accounting staff support necessary to complete the work as outlined in the proposal should be included.

**Tab 6. Other References:**

Describe recent local and regional office auditing experience similar to the type of audit requested and give the name and telephone numbers of client officials responsible for three of the audits listed. These references would be in addition to those listed in the section titled *Similar Engagements with Other Government Entities*.



### **Tab 7. Additional Data and Other Information:**

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is no additional information to present, state in this section. "There is no additional information we wish to present."

### **Tab 8. Concluding Remarks:**

This section shall contain any final remarks or elaboration which the proposer believes is important for a clear understanding of the proposed services and/or the proposer's capabilities.

### **D. Sealed Dollar Cost Proposal:**

The responder shall submit the sealed dollar cost proposal in a separate sealed envelope as follows:

#### **Page 1:**

##### Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses. The Health District will not be responsible for expenses incurred in preparing and submitting the proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The first page of the sealed dollar cost proposal should include the following information:

- Name of firm
- Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the Health District
- A total all-inclusive maximum price for the 2015/16 fiscal year engagement

#### **Page 2:**

##### Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each.

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Attachment D Schedule of Professional Fees and Expenses), that supports the total all-inclusive maximum price.

##### Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement.

#### **E. Ethics in Public Procurement:**

It is unlawful for any vendor to offer, or any employee of the Health District or their immediate family to solicit or accept a gratuity in connection with the solicitation, award, or administration of an order issued by the Health District.

#### **F. All or None Offers:**

Unless specifically allowed, line item or lot offers which restrict acceptance to the entire offer shall be rejected as nonresponsive.

#### **G. Interpretation or Correction of Solicitation Documents:**

1. Proposers shall promptly notify the Health District in writing of any ambiguity, inconsistency, or error which they may discover upon examination of the solicitation documents.
2. Proposers requiring clarification or interpretation of the solicitation documents shall make a written request which shall reach the Health District not later than ten (10) days prior to the date for receipt of proposals.
3. Any interpretation, correction, or change of the solicitation documents will be made by written amendment. Interpretations, corrections, or changes of the solicitation documents made in any other manner will not be binding and proposer shall not rely upon such interpretations, corrections or changes.
4. Protests based upon any omissions or errors or on the content of the solicitation will be disallowed if not made known in writing, prior to the proposal due date.

#### **H. Multiple, Alternate, or Conditioned Offers:**

Unless specifically allowed, multiple, or alternate offers, or proposals conditioned upon receiving award of all or a portion of this and/or another contract shall be deemed non responsive, and shall be rejected.

#### **I. Rejection:**

Any or all bids received in response to a request for bids may be rejected by the Health District if the Health District determines that any such bidder is not responsive or responsible or that the quality of the services, supplies, materials, equipment or labor offered does not conform to requirements or if the public interest would be served by such a rejection.

#### **J. Proposal Costs:**

There shall be no obligation for the Health District to compensate proposers for any costs responding to this Request for Proposal.

**K. Modification, Correction or Withdrawal of Proposals:**

Proposals may be modified, corrected or withdrawn on written requests received prior to the time fixed for proposal opening.

**L. Exclusivity:**

Nothing in this RFP or any resulting Agreement precludes Health District from obtaining services similar to those described herein from other sources.

## SECTION VII – EVALUATION PROCEDURES

### A. Evaluation Committee:

Proposals submitted will be evaluated by the Financial Services Manager, Accounting Supervisor and Director of Administration.

### B. Evaluation Criteria:

Proposals will be evaluated using the following criteria. Firms meeting the mandatory criteria will have their proposals evaluated for both qualifications and price. The following represents the principle selection criteria which will be considered during the evaluation process.

#### Mandatory Elements

- Firm background and prior experience
- Scope and audit approach
- The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work
- The audit firm's professional personnel
- Project fee
- References. References should be from agencies that are similar to the Health District and projects similar in nature.
- The audit firm is independent and licensed to practice in Nevada
- The firm has no conflict of interest with regard to any other work performed by the firm for the Health District
- The firm adheres to the instructions in this request for proposals on preparing and submitting the proposals

As provided for by the State Board of Public Accountancy rules, the contract award will not necessarily be made to the firm that provides the lowest cost proposal but rather to the firm that submits the most responsive proposal meeting the Health District's requirements.

### C. Final Selection:

The Board of Health of the Health District will select a firm based upon the analysis of the proposals.

It is anticipated that a firm will be selected on March 24, 2016. Following notification of the firm selected, it is expected a contract will be executed between both parties by the same date.

### D. Right to Reject Proposals:

The Health District reserves the right to:

- (1) enter into agreements for all or any portion of the requirements and specifications set forth in this RFP with one or more Audit firm,

- (2) reject any and all proposals and re-solicit, or
- (3) reject any and all offers and temporarily or permanently abandon the procurement, if deemed to be in the best interests of the Health District.

Audit firms who submit a proposal may be required to make an oral presentation(s) of their proposal.

Negotiations may be conducted with responsible Audit firms who submit proposals determined to be reasonably susceptible of being selected for award. All Audit firms will be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals.

Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers. Any oral negotiations must be confirmed in writing prior to award.

The Health District reserves the right to request clarification of information submitted, and to request additional information from any Audit firm. The Health District reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.

The Health District reserves the right to award the contract to other qualified Audit firm if the primary Audit firm chosen does not execute a contract agreeable to the Health District within thirty (30) days after the award.

**E. Audit firm's Acceptance of Evaluation Methodology:**

By submitting a proposal, the Audit firm acknowledges its acceptance of (a) the proposal evaluation process, (b) the Criteria for Selection, (c) the Specifications, and (d) other requirements and specifications set forth in this RFP. Audit firm also acknowledges and accepts that the Health District may make some subjective judgments during this RFP process.

## SECTION VIII – INDEMNIFICATION AND INSURANCE PROCEDURES

The Audit Firm will indemnify, hold harmless and defend the Health District and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Audit firm, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the Health District arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Audit firm and/or its agents and/or employees. This obligation by Audit firm will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

The Audit firm will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Nevada, covering all operations under this Agreement, whether performed by the Audit firm or its agents, subcontractors or employees. Before commencing the work, the Audit firm will furnish to the Health District a certificate or certificates in a form satisfactory to the Health District, showing that Audit firm has complied with this paragraph. All certificates will provide that policies will not be canceled until at least 30 calendar days written notice has been given to the Health District. Commercial general liability and motor vehicle insurance will be written with the Health District as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the Health District. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Nevada.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage (3) professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$500,000.00.

The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Audit firm's indemnity obligation, and it will be the Audit firm's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The Health District's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Audit firm from compliance with these requirements.

**ATTACHMENT A  
PROPOSAL FORM**

The undersigned, as an authorized representative of the company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein at the prices stated.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Federal Tax ID Number\*: \_\_\_\_\_

Business License Number (if applicable): \_\_\_\_\_

**EXCEPTIONS:** Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the Proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the proposer may still compete in the solicitation. However, the Health District has the right to accept or reject any proposed exception.

Are there exceptions to this Proposal?      Yes \_\_\_\_      No \_\_\_\_

**ACKNOWLEDGMENT OF ADDENDA:**

The signer of this form acknowledges receipt of the following addenda:

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

Or

No Addenda were received in connection with this RFP.      Date: \_\_\_\_\_

## **ATTACHMENT B EXECUTION OF OFFER**

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH AUDIT FIRM'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE AUDIT FIRM'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

A. By signature hereon, Audit firm represents and warrants that:

1. Audit firm acknowledges and agrees that (a) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (b) the submission of a proposal by Audit firm in response to this RFP will not create a contract between the Health District and Audit firm; (c) the Health District has made no representation or warranty, written or oral, that one or more contracts with the Health District will be awarded under this RFP;
2. Audit firm has the necessary experience, knowledge, abilities, skills, and resources to perform the all the services as requested in this RFP;
3. Audit firm is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
4. Audit firm understands (a) the requirements and specifications set forth in this RFP and (b) the terms and conditions set forth in the Agreement under which Audit firm will be required to operate;
5. If selected by the Health District, Audit firm will: provide copies of all insurance policies, a Certificate of Insurance reflecting the insurance companies that are providing coverage and insurance limits for Commercial General Liability, Workers' Compensation, Professional Liability and Auto Liability, copies of all applicable policies and endorsements.
6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Audit firm acknowledges that the Health District will rely on such statements, information and representations in selecting the successful Audit firm. If selected by the Health District, Audit firm will notify the Health District immediately of any material change in any matters with regard to which Audit firm has made a statement or representation or provided information.

B. Audit firm offers and agrees to furnish the products, services, and price more particularly described in its proposal to the Health District and complies with all terms, conditions, requirements and specifications set forth in this RFP.

C. Audit firm affirms that it has not given or offered to give, nor does Audit firm intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false



statement, may void the submitted proposal or any resulting contracts, and the Audit firm may be removed from all proposal lists at the Health District.

- D. Audit firm hereby certifies that neither Audit firm nor any firm, corporation, partnership or institution represented by Audit firm, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Nevada, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- E. Audit firm certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Audit firm and to bind Audit firm under any agreements and other contractual arrangements that may result from the submission of Audit firm's proposal.
- F. Audit firm certifies that if a Nevada address is shown as the address of the Audit firm, Audit firm qualifies as a Nevada Resident Audit firm as defined in Nevada Revised Statute 628.
- G. Audit firm certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Audit firm that is a sole proprietorship, the officers or directors of any Audit firm that is a corporation, the partners of any Audit firm that is a partnership, the joint ventures of any Audit firm that is a joint venture or the members or managers of any Audit firm that is a limited liability company, on one hand, and an employee of any the Health District's component, on the other hand, other than the relationships which have been previously disclosed to the Health District in writing and (ii) Audit firm has not been an employee of any component institution of the Health District within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Audit firm in connection with this certification will be subject to administrative review and approval before the Health District enters into a contract with Audit firm.
- H. Audit firm shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time the Health District makes an award or enters into any contract or agreement with Audit firm.

I certify that the above statements are true and correct.

Submitted and Certified By: \_\_\_\_\_

Signature of Duly Authorized Representative: \_\_\_\_\_

Printed Name/Title/Date: \_\_\_\_\_

## ATTACHMENT C CERTIFICATIONS AND ASSURANCES

- 1. Certification Regarding Debarment and Suspension.** The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
  - (b) Have not, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification.
  - (d) Have not, within a 3-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package. The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

- 2. Certification Regarding Drug-Free Workplace Requirements.** The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free work-place in accordance with 45 CFR Part 76 by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The grantee's policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above.
  - (d) Notifying the employee in the statement required by paragraph (a), above, that as a condition of employment under the grant, the employee will –

- (1) Abide by the terms of the statement.
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted –
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**3. Certification Regarding Lobbying.** Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.
5. **Certification Regarding Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-Children Act of 1994 (ACT), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the applicant organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The applicant organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourage all grant recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. **Conflict Of Interest:** By submitting a Proposal, proposer certifies that it has had no contact with an employee or Board member of the SNHD in any manner which would give that proposer, any advantage over any other proposer. SNHD employees and Board members shall not receive any compensation, in any manner or form, nor have any interest, direct or indirect, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above is grounds for rejection without further consideration.

**Signature of Authorized Certifying (Responder) Official:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Applicant Organization:** \_\_\_\_\_

**Date Signed & Submitted:** \_\_\_\_\_

**ATTACHMENT D**  
**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES**  
**FOR THE AUDIT OF THE 2015/16 FINANCIAL STATEMENTS**

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$ _____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____	\$ _____
Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Other (specify): _____	_____	\$ _____	\$ _____	\$ _____
Subtotal				\$ _____
Total all-inclusive maximum price 2015/16 audit				\$ _____
Includes single audit for _____ major Programs				
\$ _____ for each additional major program over quantity above				

Anticipated all-inclusive not-to-exceed price for the following audits:

2016/17 audit	\$ _____
2017/18 audit	\$ _____

## **ATTACHMENT E SAMPLE CONTRACT**

THIS SERVICES AGREEMENT is by and between the Southern Nevada Health District (“Health District”) and \_\_\_\_\_ (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, Health District is the public health authority for Clark Health District, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor is an \_\_\_\_\_ and has agreed to provide the services listed in Attachment A, Scope of Work; and

WHEREAS, Health District and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes; and

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. **TERM AND CONDITIONS.** This Agreement shall be effective from XX to XX, unless sooner terminated by either Party as permitted in this Agreement.
  - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with cause.
  - 1.02 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason State and/or Federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
2. **INCORPORATED DOCUMENTS.** The services to be performed and/or the goods to be provided and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:  
ATTACHMENT A: SCOPE OF WORK  
ATTACHMENT B: BUDGET
4. **COMPENSATION.** Contractor shall complete the services in a timely manner and consistent with the Scope of Work outlined in Attachment A, attached hereto. Contractor will be reimbursed for expenses incurred as provided in Attachment B: Payment. The total not-to-exceed amount of this Agreement is \$\_\_\_\_\_.
5. **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor with respect to Health District. Contractor is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.
6. **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, conduct a fiscal monitoring of Contractor at any time during the term of the Agreement. Contractor will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to Health District’s visit. Health District shall notify Contractor in writing of any Adverse Findings and recommendations as a result of the fiscal

monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs, and Costs Recommended for Disallowance. Contractor will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. Health District shall review disagreement issues, supporting documentation and files and forward a decision to the Contractor in writing.

7. BOOKS AND RECORDS.

7.01 Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

7.02 Health District shall, at all reasonable times, have access to Contractor's records, calculations, presentations and reports for inspection and reproduction.

8. CONFIDENTIALITY. No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

9. BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the Party asserting such an excuse, and, the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

13. INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.

14. NON-DISCRIMINATION. As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible.

Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.
17. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health District to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Agreement, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by either Party in performance of its obligations under this Agreement shall be the joint property of both Parties.
19. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
21. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
22. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark Health District, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

**Southern Nevada Health District**  
Financial Services Department  
Materials Management Supervisor  
P.O. Box 3902  
Las Vegas, NV 89127

\_\_\_\_\_

BY SIGNING BELOW, the Parties agree that they have read, understood, and agreed to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.