



**REQUEST FOR PROPOSALS (RFP)  
FOR  
TEMPORARY MEDICAL STAFFING SERVICES**

**SNHD-20RFP101**

**December 6, 2019**

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

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## **SECTION I - INTRODUCTION**

### **A. Purpose:**

The Southern Nevada Health District (Health District) requests proposals from qualified Proposers to provide Temporary Medical Staffing (Staffing) services at Health District facilities.

The Health District will request Staffing for interim vacancies, planned annual events and emergencies, paid at the contracted hourly rates with no fixed terms. It is the Health District's intent to award all Staffing services resulting from this Request for Proposals (RFP) to one contractor. However, this RFP is not an offer, obligation, or agreement to award a contract to any individual, organization, or firm.

### **B. Entity Information:**

The mission of the Health District is, "[t]o protect and promote the health, the environment and the well-being of Clark County 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 county health department and the health departments of several surrounding cities. The Health District serves over 2 million residents and safeguards the public health of over 42 million visitors to the Las Vegas valley each year.

The Health District offers services and regulatory supervision that impact the public every day – from the food they eat and the water they drink, to the public establishments they visit, the businesses they operate and the requirements they must meet to work in certain industries such as food service and child care.

Some of the Health District's Clinical Services programs include:

- Immunization Program – Dedicated to ensuring that infants, children and adults are immunized against preventable diseases.
- Teen Pregnancy Prevention Program – Designed to promote safe sexual and reproductive health practices to reduce unplanned pregnancy and sexually transmitted infections among adolescents 13-19 years of age through health education and community outreach, and positive youth development.
- Family Planning – Low-cost clinic for Clark County residents who need birth control or who want to plan and space their pregnancies.
- Sexual Health Services – Inclusive of HIV/AIDS/STDs/TB/Hepatitis, Health District has been actively involved in response to outbreaks with community prevention and awareness programs.

## **SECTION II: SCOPE OF SERVICES**

### **A. Project Description:**

The Health District seeks to contract with an experienced firm to provide temporary medical staffing, principally, Physician Assistants (PA), Advanced Registered Nurse Practitioners (ARNP), Registered Nurses (RN) and Social Workers (SW), and other medical positions as required

PAs, ARNPs, RNs and SWs provided under the contract should have at least five (5) years of experience, should be knowledgeable about the principles of prevention, control and surveillance for communicable diseases and shall be proficient in the full scope of practice permitted under their licensures or certifications, as applicable.

### **B. Scope of Work:**

The scope of work encompasses the following tasks and responsibilities:

The Health District's representative shall submit a telephone or email request for Staffing to the successful Contractor. The request shall include all necessary information pertaining to the assignment including the position, location, date(s) and shift(s) required.

Contractor shall confirm with the requesting facility that the request can be filled within two (2) hours after the request is received.

Contractor shall provide Staff for any shift, half day or full day, seven (7) days per week, as requested. Schedules will be variable according to the Health District's needs. The Health District reserves the right to cancel scheduled shift(s) at any time for any reason. Contractor shall inform assigned Staff that all assignments are temporary.

Regular time is considered eight (8) hours per day, forty (40) hours per week regardless of the shift. Overtime is considered after Staff has worked forty (40) hours per week for the Health District and is reimbursed at time and a half. Staff shall not qualify for overtime if the forty (40) hours accumulated through a combination of Health District and non-Health District assignments.

### **C. Geographic Coverage of Service:**

Contractor shall furnish Staff services, as requested, to the following Health District clinic locations within Clark County, Nevada:

Main Facility  
280 S. Decatur Blvd.  
Las Vegas, Nevada

Henderson Public Health Center  
874 American Pacific Dr.  
Henderson, Nevada

East Las Vegas Public Health Center  
570 N. Nellis Blvd., Suites D1 & E12  
Las Vegas, Nevada

The Health District's normal hours of operation are Monday through Friday, 8:00 AM to 4:30 PM, excluding holidays. Hours may vary and are subject to change.

**D. Contractor Qualifications and Experience:**

Proposals will be accepted only from Contractors that meet the following qualifications:

Contractor shall have at least three (3) years of experience operating a medical staffing service business or a temporary staffing business that includes medical staff. Contractor shall furnish proof upon request.

Contractor shall conduct business during normal working hours (e.g., Monday through Friday, 8:00 AM to 5:00 PM) and shall also be accessible twenty-four (24) hours a day, seven (7) days a week, to respond to requests and/or complaints.

Contractor shall have a service provider office in the State of Nevada.

**E. General Responsibilities and Duties**

Contractor shall provide Staff to fulfill the requirement of this contract and shall endeavor to refer the same Staff to the requesting facility whenever possible.

Contractor will assure that all referred Staff possess at least six (6) months of recent experience, and that referred Staff who provide medical services directly to patients, possess at least six (6) months of recent experience acquired in a hospital or similar acute care setting (preferred), or public health or clinic setting (accepted).

Contractor will request Staff members to disclose any relationships, including relatives, friends, and other close personal relationships, with Health District workforce members. Contractor shall notify the requesting facility of any known and/or disclosed relationships prior to referral. Contractor will confer with Health District's staff to determine if assignment is acceptable. Contractor will perform a nationwide, 7-year background check and, at minimum, a 10-panel drug screen on all Staff referred to the Health District.

The Health District may refer potential staff members to Contractor. Such staff will only be provided to the Health District, when specifically requested.

The agreement between Contractor and the Health District will neither guarantee the number of Staff that may be used nor the number of hours/days that may be required. Staff assigned to the Health District per a staffing request, will be paid a minimum of four (4) hours.

While providing patient care services at all Health District facilities, Staff shall comply with all provisions and regulations of their licenses or certifications, as applicable, and all the Health District's policies and procedures to protect the health and welfare of the patients.

The Health District shall be responsible to familiarize Staff with the Health District's facilities and policies as may be necessary to perform their duties.

### **Physician's Assistant (PA)**

The PA will perform a variety of advanced clinical duties involved in assessing, treating, controlling, and preventing patient illness and disease within the assigned public health nursing program; to perform physical examinations; to identify patients with physical and emotional illness; and to administer medications as prescribed.

- Follow written protocols in all clinical practices
- Write and/or fill prescriptions
- Perform general physical examinations including heart, neck, pulmonary chest, cardiovascular, abdominal, pelvic, breast and other routine exams; initiate and perform selected diagnostic tests
- Identify physical and emotional illnesses through observations, interpretations of laboratory findings, and analysis of patient charts; analysis of the diagnostic tests and the appropriate medical, hospital, or other health care needed
- Confer with and counsel patients under medical treatment programs to assess their health progress; identify reoccurring problem areas; establish written and verbal treatment plans to solve specific problem areas; evaluate compliance with treatment program and modify treatment program based on patient or family response to treatment
- Interview patients prior to exams to obtain various information including medical history and background; determine the type of care or community service patients will need; observe patients for signs of intoxication or use of illegal drugs; refer patients to proper community service agencies if necessary; document observations
- Meet with patients to inform them and discuss the results of laboratory tests and/or exams; educate patients about their illnesses; make and provide appropriate referrals
- Counsel patients regarding the prevention of STD's and dispense appropriate STD medications
- Provide health related counseling on the prevention of communicable diseases; coordinate health programs with outside organizations and agencies; provide general health related information and instruction to individuals and their families
- Follow up by telephone with patients with infections and other illnesses; ensure that they return for follow up testing and/or treatment as necessary
- Assist with medical emergencies
- Maintain operational activities and patient care for assigned clinic or health care program
- Keep accurate patient records
- Perform related duties and responsibilities as required

### **Advanced Practitioner Registered Nurses (APRN)**

The APRN may perform a variety of advanced nursing duties involved in assessing, treating, controlling and preventing patient illness and disease within the assigned public health nursing program; to perform physical examinations; to identify patients with physical and emotional illness; and to administer medications as prescribed:

- Collaborate with physicians and follow written protocols in all nursing practices
- Women's health and primary care
- Perform general physical examinations
- Write and/or fill prescriptions
- Identify physical and emotional illnesses through observations and interpretations of laboratory findings
- Counsel patients under medical treatment programs
- Interview patients prior to examinations to obtain various information including medical history and background
- Meet with patients to inform them and discuss the results of laboratory tests and/or exams; educate patients about their illnesses; make and provide appropriate referrals
- Counsel patients about their contraceptive choices; prescribe and dispense birth control pills; dispense and fit diaphragms and cervical caps; insert, examine and remove IUD and Norplant devices
- Provide health related counseling on the prevention of communicable diseases
- Follow up by telephone for patients with infections and other illnesses
- Assist with medical emergencies; administer first aid for minor injuries and health problems
- Maintain the operational activities and patient care for assigned clinic or health care program
- Keep accurate patient records
- Perform related duties and responsibilities as required

### **Registered Nurses (RN)**

The RN may perform public/community health nursing services primarily in clinics, homes and in the community; to provide community and client centered counseling, education and information concerning illnesses:

- Provide health related counseling on the prevention of communicable diseases;
- May administer a variety of pre-examination tests including skin tests, blood tests, and other tests used in determining communicable disease
- Provide information and education to patients before and after tests as necessary
- Assess and evaluate patient's response to treatment and medication
- Advise patients on available and appropriate medical and social services available
- Keep accurate patient records
- Stay abreast of new trends and innovations in the areas of disease prevention and treatment, chronic diseases
- Compile and submit necessary medical/statistical reports and data in a timely fashion

- Apply basic time management and patient care coordination skills to effectively provide nursing and health care services

### **Social Workers (SW)**

The SW may provide case management services to eligible clients according to each client's identified needs, and locate, coordinate and monitor the psychosocial, rehabilitative and medical services designed to meet those needs in collaboration with other professional Staff:

- Conducts casework interviews with clients, family members, service providers, employers and others
- Identifies client's psychosocial, economic and physical needs; assesses and reassesses client's support systems, available community resources and other factors to plan, develop, and implement an appropriate service plan.
- Develops and implements case plan
- Provides ongoing case management services by conducting home visits, monitoring delivery of services and quality of care, and reassessing client needs
- Refers clients to appropriate community medical, emotional, economic and social support organizations; advocates for or assists clients in obtaining such services.
- Provides basic intervention and client and family counseling as required; provides crisis intervention
- Prepares complete and accurate case notes; writes correspondences, reports and other documents; may prepare statistical reports and summaries; inputs data.
- Explains agency and program rules, regulations and procedures; assists clients in completing required forms and in gathering necessary documentation.
- Confers with other divisional professionals and supervisors regarding cases and scheduling and to coordinate activities.
- Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team.
- Perform related duties as assigned.

### **Contractor Responsibilities:**

Contractor shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under the contract. Contractor intentionally, voluntarily, and knowingly assumes the sole and complete liability, if such liability is deemed to exist, to Contractor's employees and agents, and to any individual not a party to this contract for all loss, damage, or injury caused by Contractor, or Contractor's employees or agents in the course of work performed under their assignments.

Contractor shall be responsible for payment of all applicable federal, state and local taxes, assessments and fees that may become due and owing by Contractor by reason of the contract, including but not limited to, income and payroll taxes. Contractor is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the contract.



Contractor shall be responsible for securing any and all insurance coverage for Contractor and Contractor's employees and agents which is or may be required by law during the duration of the contract. Contractor shall be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage. Contractor shall be required to maintain commercial general liability insurance and medical professional liability insurance of at least two million dollars (\$2,000,000) each, with the Health District named as additional insured, and workers' compensation insurance in conformance with the laws of the State of Nevada.

Contractor shall secure, at Contractor's expense, all Staff required to perform the services required under the contract.

Contractor shall ensure that Contractor's employees and agents are experienced and fully qualified to engage in the activities and services required under the contract, and that Contractor has complied with and satisfied all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents.

Contractor shall be responsible to ensure that all Staff, depending on duties assigned, (provide exceptions) referred under the contract has (the Health District will be the responsible for Staff referred to Contractor):

- License and/or certification applicable to the position.
- Minimum of 6 months of recent acute level nursing care experience
- Valid State of Nevada Driver's License
- Valid CPR and AED certification card
- Evidence of (provide to Health District)
  - Hepatitis A and B vaccinations,
  - TB Mantoux test,
  - Varicella,
  - MMR immunity,
  - Td/Diphtheria prevention, and
  - Compliance with OSHA requirements for prevention of transmission of blood borne pathogens and TB
- Prior annual and current N-95 respirator fit testing and personal respirator
- Passed a nationwide 7-year background check and, at minimum, a 10-panel drug screen

Contractor shall provide and assigned Staff shall always wear photo identification cards at all Health District facilities during scheduled work shifts.

Contractor shall not assign or subcontract any of the Contractor duties, obligations, or interests under the contract without the prior written consent of the Health District. If Contractor finds it necessary to subcontract some of the work herein, and Health District consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve Contractor of its obligation and liability under the contract with Health District and all persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

Further, Contractor responsibilities shall include, but not be limited to the following:

- Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information.
- Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Act in order to provide safety controls for protection to the life and health of employees and other persons, for prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruption in the performance of the contract.
- Contractor shall maintain an accurate record of exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under the contract, and shall report to the Health District Supervisor in the manner prescribed by the facility.
- The Health District Supervisor or designee shall notify Contractor of any noncompliance with the foregoing provisions and any required corrective action. Delivery of such notice to Contractor or representative(s) at the worksite(s) shall be deemed satisfactory for this purpose. Contractor shall, after receipt of such notice, immediately take noted corrective action. If Contractor fails or refuses to comply promptly, the Health District Supervisor or designee may issue an order stopping all or part of the work until the required corrective action has occurred. Contractor shall not make any claim for extension of time or for excess costs or damages due to any such work stoppage.

### SECTION III – TIMETABLE

**A. Request for Proposals (RFP) Release Date:** December 6, 2019

**B. Authorized Health District Contact:** Kevin Bratcher

All questions about this RFP, through the award of a contract(s), shall be directed only to the Authorized Health District Contact. No other person has the authority to respond to questions about this RFP.

Communication about the RFP with any person other than the Authorized Health District Contact is prohibited. **Failure to adhere to this process will result in rejection of the proposal(s).**

**C. Questions:** Written questions about this RFP may be submitted via email to [procurement@snhd.org](mailto:procurement@snhd.org) or posted in the Nevada Government Marketplace (NGEM) by **4:30 PM PST December 18, 2019**. All written questions and answers will be posted as an addendum in NGEM.

**D. Proposal Due Date and Time:** Proposals are due **January 8, 2020, by 4:30 PM PST**.

**E. Proposal Submission:** Proposals may be mailed, hand-carried, e-mailed or posted in NGEM. Faxed proposals will not be accepted.

**Mailed or hand-carried:** Submit one (1) hard copy and one (1) electronic copy on USB drive in a sealed envelope clearly marked “SNHD-20RFP101 Temporary Medical Staffing Services” to:

Financial Services Department  
Attn: Kevin Bratcher  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

**E-Mailed:** Submit one (1) PDF/Adobe document with the subject “SNHD-20RFP101 Temporary Medical Staffing Services” to: [procurement@snhd.org](mailto:procurement@snhd.org).

**F. Late Proposals:** Proposals received after 4:30 PM PST January 8, 2020, will be rejected.

**G. Addenda:** Changes to this RFP will be only by written addenda issued by the Authorized Health District Contact or designee. Addenda will be posted in NGEM. Proposers shall be responsible for ensuring that their proposals reflect any and all addenda.

**H. Anticipated Contract Start Date:** March 2, 2020

## **SECTION IV. INSTRUCTIONS TO CONTRACTOR**

Proposals entitled to consideration must be in accordance with the following instructions:

### **A. Preparation of Proposals:**

To be eligible for evaluation, proposals must strictly adhere to the following format. The proposal must be in the standard 8 1/2" x 11", required sections must be labeled and the content and sequence of the proposal must be as follows:

<u>Section</u>	<u>Title</u>
1	Cover Letter and Proposal Form (Attachment A)
2	Technical Proposal/Program Overview
3	Quality Assurance and Coordination of Services
4	Project Organization and Staffing
5	Pricing Proposal Form (Attachment B)

#### **Section 1 - Cover Letter**

The proposal shall consist of a letter identifying the RFP subject, number and issue date, the Contractor's name, address, telephone number, e-mail address, and website, if available. The cover letter should concisely, yet sufficiently explain why the proposer is interested in providing and qualified to provide Temporary Medical Staffing Services to the Health District. Complete and return Attachment A Proposal Form.

#### **Section 2 - Technical Proposal**

Explain in narrative form your approach to providing the services required under this RFP. This section shall address the scope of work to be performed, and shall include, at a minimum, the following:

- Firm's name, principal place of business, and office locations;
- Firm's credentials (licensure and/or certifications required by the State of Nevada), experience (types and quantity of services provided), number of years operating in the health care industry, and the percentage of firm's customer base in healthcare industry;
- Firm's age and its average number of positions as proposed employed over the past two years;
- Education, training, and qualifications of key internal staff members;
- Methods available to the Health District to assess and select Staff for placement;
- Lead time required to organize Staff for work at the Health District;
- Names and phone numbers of up to five (5) clients who may be contacted, including at least two (2) for whom services were provided during the preceding year; and
- Any promotional or illustrative literature, which the firm desires to submit.

Proposer shall disclose and explain any pending litigation to which they are a party, including the disclosure of any outstanding judgment(s).

### **Section 3 - Quality Assurance and Coordination of Services**

Proposer shall describe its plan and methodology for quality assurance and evaluation of the proposed services. Proposer shall demonstrate its capability to coordinate services with other agencies and resources in the community.

### **Section 4 - Project Organization and Staffing**

#### **a. Proposed Staffing**

Proposer shall describe a proposed staffing scenario responding to multiple, competing requests for limited Staff; provide the number of Staff (e.g., PAs, APRNs, RNs) currently available for referral.

#### **b. Staff Qualifications**

Proposer shall describe its recruitment process including the criteria (e.g., minimum qualifications, experience) used to select staff who will be referred to the Health District.

#### **c. Project Organization**

1. Supervision and Training. Proposer shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.
2. Organization Chart. Proposer shall indicate each Staff position and line of responsibility/supervision. (Include position title, name and full-time equivalency.) Attach "Organization-wide" and "Program" organization charts to the Proposal Form.

**Section 5 - Pricing Proposal (Attachment B).** Pricing is based on a unit of service pricing structure. Proposed pricing shall be the all-inclusive, including payroll taxes, per hour service cost to the Health District. The Health District will not honor any other charges.

### **B. Contractor's Representations:**

1. Contractor represents, by submitting a proposal, that Contractor has read and understands the solicitation documents, and has submitted the proposal in accordance therewith.
2. Contractor certifies, by submitting a proposal, that Contractor complies with the applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, and the regulations issued under these acts by the state and/or federal governments. Contractors not in compliance with these requirements will be declared nonresponsive.
3. Contractor certifies, by submitting a proposal, that Contractor's prices were independently derived and without collusion. Penalties for participation in anticompetitive practices may include, but not limited to, rejection of the proposal, suspension, debarment, and civil and/or criminal prosecution.

- C. **Ethics in Public Procurement:** It is unlawful for any vendor to offer, or any Health District employee or their immediate family members to solicit or accept a gratuity in connection with the solicitation, award, or administration of a procurement issued by the Health District.
- D. **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 in the solicitation documents.
  2. Proposers requiring clarification or interpretation of the solicitation documents shall make a written request by 4:30 PM PST December 18, 2019.
  3. Any change to the solicitation documents will be by written addendum issued by the Authorized Health District Contact. Changes by any other manner will not be binding and proposer shall not rely upon such changes.
  4. Protests based on any errors or omissions in the solicitation will be disallowed if not made known in writing prior to the proposal due date.
- E. **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 agreement shall be deemed nonresponsive and shall be rejected.
- F. **All or None Offers:** Unless specifically allowed, line item or lot offers that restrict acceptance to the entire offer shall be rejected as nonresponsive.
- G. **Rejection:** The Health District may reject any or all proposals received in response to this solicitation if the Health District determines that any proposer is not responsive or responsible, or that the quality of the services offered does not conform to the solicitation requirements, or that the public interest would be served by such a rejection.
- H. **Proposal Costs:** The Health District shall have no obligation to compensate proposers for any costs associated with responding to this solicitation.
- I. **Modification, Correction or Withdrawal of Proposals:** Proposals may be modified, corrected or withdrawn by written requests received prior to the proposal due date and time.
- J. **Responsive Proposal:** A responsive proposal is one that conforms in all material respects to the solicitation. The Health District reserves the right to waive any minor irregularity or technical error in determining a Contractor's responsiveness.
- K. **Responsible Proposer:** A responsible proposer means a proposer who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.
- L. **Exclusivity:** Nothing in this RFP or any resulting contract or agreement precludes Health District from obtaining services like those described herein from other sources.

- M. **Grant Funding.** If a contract is awarded from this RFP, it will be funded through different sources, including various Federal grants, which will be identified in the resulting contract and/or subsequent purchase orders.
- N. **Ethics in Public Procurement.** It is unlawful for any proposer 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 any order issued by the Health District.
- O. **Anticipated Contract Term and Conditions.** The term will be two (2) years with the option to renew for three (3) additional one-year terms, subject to the availability of funding, and shall be terminated immediately if for any reason State and/or Federal funding, or private grant funding, budgeted to satisfy this RFP and/or the resulting contract is withdrawn, limited, or impaired. The Health District does not guarantee award of a contract under this RFP.

## **SECTION V. PROPOSAL EVALUATION AND CONTRACT AWARD PROCEDURES**

- A. Evaluation Procedures.** All proposals accepted by the Health District will be reviewed to verify that they are responsive or nonresponsive to the RFP requirements. Proposals determined to be nonresponsive will be rejected. The Health District's evaluation committee will evaluate and rate all remaining proposals based on the evaluation criteria prescribed below.

The Health District reserves the right to conduct site visits and/or interviews and/or to request that proposers make presentations and/or demonstrations, as the Health District deems applicable and appropriate. Although discussions may be conducted and proposers' best and final offers may be requested, the Health District reserves the right to award a contract based on the initial proposals received, without discussions and/or requests; therefore, initial proposals should contain the best programmatic, technical and price terms.

**B. Evaluation Criteria.**

An evaluation committee comprised of individuals with experience in, knowledge of, and program responsibility for program service and/or financing shall evaluate proposals.

The evaluation will be conducted in three phases:

- Phase 1 – Evaluation of Proposal Requirements (Committee)
- Phase 2 – Evaluation of Proposal Application (Committee)
- Phase 3 – Recommendation for Award (Committee)
- Phase 4 – Financial/Price Proposal (Finance/Contracts)

**Evaluation Categories and Possible Points**

Experience and Capability	Pass / No Pass
Project Organization and Staffing	Pass / No Pass
Pricing	100 Points

**PHASE 1 – EVALUATION OF PROPOSAL REQUIREMENTS**

1. Administrative Requirements
2. Proposal Application Requirements
  - Cover Letter and Cover Letter Form (Attachment A)
  - Program Overview
  - Experience and Capability
  - Project Organization and Staffing
  - Acknowledgement of all Addenda (Attachment A)
  - Financial (Attachment B)



## PHASE 2 – EVALUATION OF PROPOSAL APPLICATION

### 1. Experience and Capability (Pass / No Pass)

The Health District will evaluate the proposer's experience and capability:

- Necessary Skills – Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.
- Experience – Number of years of medical service delivery.
- Quality Assurance and evaluation – Sufficiency of quality assurance and evaluation plan and methodology of the proposed services.
- Coordination of Services – Demonstrated capability to coordinate services with other agencies and resources in the community.
- Facilities – Adequacy of facilities relative to the proposed services.

### 2. Project Organization and Staffing (Pass / No Pass)

The Health District will evaluate the proposer's overall Staffing approach to the service that shall include:

- Proposed Staffing – Proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to ensure viability of the services.
- Staff Qualification – Minimum qualifications including experience of Staff referred to the Health District.
- Supervision and Training - Demonstrated ability to supervise, train and provide administrative direction to Staff relative to delivery of the proposed services.
- Organization Chart – Approach and rationale for the structure, functions, and Staffing of the proposed organization for the overall service activity and tasks.

## PHASE 3 – RECOMMENDATION FOR AWARD

Each committee member will document a statement of findings and decision for the award or non-award of a contract for each proposal received.

## PHASE 4 – FINANCIAL/PRICING

Each proposal received with a recommendation for award will be evaluated for pricing. Points will be allocated based on each proposal's composite unit price (CUP) as follows:

CONTRACTOR STAFF				
Staff	Hourly Billing Rate		Points	Unit Price
PA		*	0.30	= \$
APRN		*	0.40	= \$
RN		*	0.15	= \$
SW		*	0.15	= \$
Composite Prices				\$

HEALTH DISTRICT REFERRED STAFF				
Staff	Hourly Billing Rate		Points	Unit Price
PA		*	0.22	= \$
APRN		*	0.20	= \$
RN		*	0.30	= \$
SW		*	0.30	= \$
Composite Prices				\$

Contractor Staff Composite Price + Health District Referred Staff Composite Price = CUP

Each proposal will receive a percentage of the maximum number of points possible (100 points) based on the proposal's calculated CUP. The proposal with the lowest CPU will receive 100 points.

The selected proposal will be based on the review committee recommendation and the lowest CUP.

- C. False or Misleading Statements.** Proposals that contain false or misleading statements may be rejected. Nothing in this RFP or any resulting addenda shall preclude the Health District from obtaining services like those described herein from other sources.
- D. Basis of Contract Award.** Any contract awarded will be to the responsible proposer whose proposal is determined to be the most advantageous to the Health District, taking into consideration the RFP requirements and evaluation criteria.
- E. Interviews.** It may be necessary for the Health District to interview one or more proposers to clarify any information provided. The Health District will notify proposers if interviews are deemed necessary. Interviews may be conducted in person or by telephone conference call, Skype, or similar application. Efforts will be made to conduct interviews at mutually convenient times. The Health District reserves the right to not interview any proposers, and to base its decisions solely on the proposals.

**ATTACHMENT A**  
**SNHD-20RFP101**  
**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: \_\_\_\_\_

D-U-N-S Number: \_\_\_\_\_

EXCEPTIONS: Contractor shall note and attach to its proposal any exceptions to any RFP specifications or requirements. Clearly state, in writing on a separate sheet of paper headed "EXCEPTIONS", any exceptions and the proposed alternatives to the stated requirements. The Health District has the right to accept or reject any proposed exception(s).

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 \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Or

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

**ATTACHMENT B  
SNHD-20RFP101  
Pricing Proposal Form**

**Contractor Staff:**

Positions offered through the Contractor at Contractor rates:

<u>Position</u>	<u>Bill Rate</u>
Physician's Assistant	\$ _____
Advanced Registered Nurse Practitioner	\$ _____
Registered Nurse	\$ _____
Social Worker	\$ _____
Licensed Practical Nurse	\$ _____
Certified Nursing Assistant	\$ _____
Medical Assistant	\$ _____
Phlebotomist	\$ _____
Surgical Technician	\$ _____
Pharmacy Technician	\$ _____
Emergency Medical Technician	\$ _____
Medical Transcriber	\$ _____
Registered Dietician	\$ _____
Laboratory Assistant	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Contractor shall conduct and pay for background checks and drug screens for the above referenced Contractor Staff positions.

**Health District referred employees:**

Employees identified and screened by the Health District and referred to the Contractor for employer of record status will be billed at a rate that includes the pay rate (determined by Health District) and a Contractor markup of: \_\_\_\_\_%

Health District shall conduct and pay for background checks and drug screens for Health District referred employees.

## **CERTIFICATIONS AND REPRESENTATIONS**

**SNHD-20RFP101**

### **ATTACHMENT C**

- 1. Previous Contracts and Compliance Reports** (applicable for awards valued at \$10,000 or more). The offeror represents that
  - (a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
  - (b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and
  - (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained under subcontract awards.
- 2. Affirmative Action Compliance** (applicable for awards valued at \$10,000 or more). The Offeror represents that
  - (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment affirmative action program required by the rules and regulations of the Secretary of Labor, or
  - (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- 3. Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction Under any Federal Law.**
  - (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that
    - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
    - (2) Was convicted or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
  - (b) The Contractor represents that
    - (1) It is \_\_\_, is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
    - (2) It is \_\_\_, is not \_\_\_ a corporation that was convicted or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- 4. 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.

**5. 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 2 CFR Part 3001 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).

**6. 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.

7. **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.
8. **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 (PHS) 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.

9. **Conflict of Interest:** By submitting a Proposal, proposer certifies that it has had no contact with an employee or Board member of the Health District in any manner which would give that proposer, any advantage over any other proposer. Health District 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 Official:** \_\_\_\_\_

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

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

**Date Signed:** \_\_\_\_\_



**ATTACHMENT D**  
**SNHD-20RFP101**  
**Additional Contract Provisions**

The following clauses will be included in any contract awarded under this RFP.

1. **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, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
2. **PUBLIC RECORDS.** The Health District is a public entity subject to Nevada's public records act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.
3. **USE OF NAME AND LOGO.** Contractor may not use the Health District's name or logo for any purpose without the Health District's prior written consent. Contractor agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Contractor's right to use the Health District's name and/or logo.

Federal funds will be used if a contract is awarded under this requirement. The following clauses, as applicable, apply to any award funded with Federal funds:

4. **FEDERAL AUDIT REQUIREMENTS – FOR PROFIT ORGANIZATIONS.** Contractor, a for-profit organization, may be required to have an audit if it, directly or indirectly, expends a total of \$750,000 or more in federal funds under one or more Federal awards. Consistent with 2 CFR Part 200 as amended, Contractor has two options regarding the type of audit that will satisfy audit requirements: a) an audit made in accordance with Generally Accepted Government Auditing Standards (aka the Yellow Book), as revised; or b) an audit that meets the requirements contained in 2 CFR Part 200.501. If Contractor expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from federal audit requirements, but is still required to maintain auditable records of federal or state funds that supplement such awards. Records must be available for review by appropriate officials. Although an audit may not be necessary under the federal requirements, Health District audit requirements are applicable.
5. **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
6. **TERMINATION.** All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
7. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR

60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8. DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. **CLEAN AIR ACT** (42 U.S.C. 7401-7671q.) and the **FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. **ENERGY EFFICIENCY.** Contractor will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
13. **DEBARMENT AND SUSPENSION.** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
14. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
15. **PROCUREMENT OF RECOVERED MATERIALS.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

By signing below, I acknowledge that I understand the above clauses may be included in any contract which may be awarded for this requirement.

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Authorized Representative Signature

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Date