



Department of Administrative Services

Purchasing and Contracts

500 S Grand Central Pky 4th Fl • Box 551217 • Las Vegas NV 89155-1217
(702) 455-2897 • Fax (702) 386-4914

Sabra Smith Newby, Chief Administrative Officer
Adleen B. Stidhum, Purchasing Manager



CLARK COUNTY, NEVADA BID NO. 603359-14 ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

January 14, 2015

ADDENDUM NO. 6

INVITATION TO BID

1. A new pre-bid conference date **has been rescheduled for Thursday, January 23, 2015 at 11:00 a.m.**
2. The bid opening date **has been rescheduled for January 30, 2015 at 3:00:00 p.m.**

BID DOCUMENT

3. The Bid Document originally published on July 23, 2014 is to be **replaced in its entirety** with the Revised Bid Document attached to this Addendum No. 6.

If you have any questions, I can be contacted at (702) 455-4184.

ISSUED BY:

A handwritten signature in cursive script that reads "Sandra Mendoza".

SANDRA MENDOZA
Purchasing Analyst II

Attachment(s): Revised Original Bid Document

Cc: Sandra Swickard, Risk Management
Shawanna Johnson, Risk Management
Leigh Ann Anders, Risk Management



Department of Administrative Services
Purchasing and Contracts Division

CONFIRMATION FORM
for
RECEIPT OF BID NO. 603359-14
REVISED PER ADDENDUM NO. 6

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603359-14 BID PAGES: 43
DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE
DISPOSAL SERVICES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

_____ Internet _____ Plan Room

FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603359-14 ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

REVISED PER ADDENDUM NO. 6

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603359 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **JANUARY 23, 2015 at 11:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Sandra Mendoza, Purchasing Analyst, at (702) 455-4184 no later than **THURSDAY, JANUARY 22, 2015**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **JANUARY 30, 2015 at 3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal

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I – INSTRUCTION TO BIDDERS

BID NO. 603359-14 ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES REVISED PER ADDENDUM NO. 6

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.
- Q. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

- S. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Sandy Valley, and Indian Springs.
- T. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- U. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Sandra Mendoza, Purchasing Analyst, telephone number (702) 455-4184 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be Leigh Ann Anders, Finance/Risk Management, telephone number (702) 455-8586.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

Communication between a Bidder and a member of the BCC, or between a Bidder and a non-designated COUNTY contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to COUNTY must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

12. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures or dimensional drawings.
- B. Proof, satisfactory to COUNTY, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

13. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each." This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

14. DISCOUNT TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to COUNTY if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, Net thirty (30) Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

Terms of Payment: 0%, Net thirty (30) Calendar Days.

No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product or service, whichever is later.

No prompt payment discount will be considered by COUNTY in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

15. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

16. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements or specifications that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

17. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow COUNTY to evaluate and consider the award, unless the offer is further extended in writing and agreed upon by both parties.

18. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

19. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

HAND DELIVERY

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

U.S. MAIL DELIVERY

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

EXPRESS DELIVERY

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

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

20. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

21. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days.

Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. COUNTY has the option to accept additional promotional specials, discounts or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, COUNTY may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by COUNTY is not a waiver of any liability of the initial Bidder awarded CONTRACT.

23. REJECTION OF BID

COUNTY reserves the right to reject any and all bids received by reason of this request. COUNTY reserves the right to waive any minor informality or irregularity.

24. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by COUNTY.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

25. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and COUNTY can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

26. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

27. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC.

Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.

- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
- (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

28. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder based upon the overall low cost of the three scenarios included in the Bid form. Final award is contingent upon the submission of all requested documents within the timelines specified, unless an extension is approved by COUNTY. All items must be bid on to be considered for award.

29. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing Analyst. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

30. INITIAL TERM

The initial term of CONTRACT shall be from date of award through June 30, 2015.

31. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional four (4), one-year period(s) from its expiration date.

32. CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current CONTRACT pricing shall remain in effect through the CONTRACT extension period.

33. INSURANCE

SUCCESSFUL BIDDER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **Attachment 2** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverage required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

34. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

35. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

36. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial first contract term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Administrator, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per one (1) year term.

The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the CONTRACT, using the price index specified below.

Suitable Proof:

Print-out of PPI index and calculated increase, or other reasonable proof.

Multiple Line Items:

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

37. STATE OF NEVADA LEGAL HOLIDAYS

SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

SUCCESSFUL BIDDER is required to verify dates with COUNTY'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES REVISED PER ADDENDUM NO. 6

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of COUNTY and any sureties.

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY any and all information requested that relates to the performance of CONTRACT within 14 days of such request by COUNTY, or sooner pursuant to agreement by the parties. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3. AUTHORITY

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

8. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner COUNTY determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION

CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number
- L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, COUNTY is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

23. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY; provided that COUNTY or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

B. SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

26. PUBLIC RECORDS

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon COUNTY'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

29. SEVERABILITY

If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
- B. In the event COUNTY suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

33. TAXES

COUNTY is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

34. TERMINATION FOR CAUSE

If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, COUNTY may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by COUNTY to SUCCESSFUL BIDDER. In the event of termination for cause, COUNTY may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as COUNTY may deem appropriate and SUCCESSFUL BIDDER shall be liable to COUNTY for any excess cost or other expenses incurred by COUNTY.

35. TERMINATION FOR CONVENIENCE

COUNTY reserves the right to terminate CONTRACT in whole or part at any time whenever COUNTY shall determine that such a termination is in the best interest of COUNTY without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that COUNTY elects to terminate CONTRACT, the termination request will be submitted to the BCC or the Clark County Administrative Services Department for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

REVISED PER ADDENDUM NO. 6

Name of Firm

1. OVERVIEW OF CONTRACT

COUNTY seeks bids from qualified bidders to provide labor and equipment to collect, analyze, identify, abate, clean, package, remove, ship, dispose, or any combination thereof, hazardous and bio-hazardous wastes from COUNTY'S facilities and/or rights-of-way. These services will be on an emergency and non-emergency "as needed" basis. SUCCESSFUL BIDDER personnel shall have the ability to identify items for proper handling and packaging, and to determine which items and services should be performed on an emergency or non-emergency "as needed basis." SUCCESSFUL BIDDER is required to have or maintain a secured, permitted area or storage location to be used as needed for the storage of collected hazardous and bio-hazardous waste materials prior to SUCCESSFUL BIDDER'S ultimate disposal of said materials.

2. PROJECT SCOPE OF WORK

- A. SUCCESSFUL BIDDER'S scope of work under this CONTRACT includes, but is not limited, to the following:
1. The cleanup of biohazard and non-biohazard waste materials;
 2. The removal and/or disposal of hazardous waste on behalf of COUNTY;
 3. The transportation of said waste to a proper storage or disposal facility in accordance with Federal, State, and Local law; and
 4. Provide emergency and non-emergency services upon COUNTY'S request
- B. SUCCESSFUL BIDDER shall respond to emergency, non-emergency, and scheduled calls, at the request and direction of COUNTY or COUNTY'S agent or representative. These calls shall include the necessary collection, abatement, analysis, identification, cleaning, packaging, removing, shipping, disposal or any combination thereof in compliance with all existing regulations on the United States including but not limited to, Environmental Protection Agency regulations in 40 CFR 260 et seq.; Department of Transportation regulations in 49 CFR 171 et seq.; Occupational Health and Safety Administration regulations in 29 CFR 1910 et seq.; and laws and regulations of any state, county, municipality, or other government agency which may be applicable to these types of services.
- C. SUCCESSFUL BIDDER shall obtain and maintain all permits, licenses, and other forms of documentation required in order to comply with the above Federal, State, and Local laws and regulations, prior to bidding this contract. Where Nevada State or Local laws and regulations are different from the laws and regulations of the United States, SUCCESSFUL BIDDER shall be required to follow the more stringent ruling.

3. SUCCESSFUL BIDDER'S REQUIREMENTS

- A. SUCCESSFUL BIDDER shall have a current State of Nevada EPA license number assigned to ensure that hazardous waste materials are disposed of and meet all State of Nevada requirements.
- B. SUCCESSFUL BIDDER shall be an established and recognized provider of the above requirements with adequate financial resources, capacity, and personnel to perform the work, and must have a good record of performance, including an absence of administrative or judicial actions regarding SUCCESSFUL BIDDER'S or its subcontractor's past hazardous waste management activities.
- C. SUCCESSFUL BIDDER'S capacity to perform will be based on information furnished by the bidder, such as any references from other clients and any information available to COUNTY, on SUCCESSFUL BIDDER'S past performance from Regional EPA and state offices, commercial information sources, and other sources.
- D. SUCCESSFUL BIDDER shall be required to provide the names, titles and certifications of all personnel that will be responding to this CONTRACT; and provide a list of the training, equipment, and resources such personnel will use to fulfill this CONTRACT.
- E. SUCCESSFUL BIDDER's hazardous material/waste technical employees shall have completed all required training and applicable certification in hazardous material and waste management at field project sites in accordance with OSHA 29CFR 1910.120 HAZWOPER certification.
- F. SUCCESSFUL BIDDER personnel shall have received medical examinations along with routine medical monitoring and medical surveillance in compliance with applicable laws and regulations. SUCCESSFUL BIDDER and subcontractors shall also comply with medical recordkeeping standards as required by applicable laws and regulations. SUCCESSFUL BIDDER shall provide medical surveillance records for all employees upon request. COUNTY staff may visit SUCCESSFUL BIDDER'S location and request to review the applicable records at any time.

- G. SUCCESSFUL BIDDER shall have available for review written descriptions of employee training programs, proof of training, and the methods by which employees are monitored under a health and safety program.
- H. SUCCESSFUL BIDDER shall ensure that its employees and subcontractor employees are not under the influence of alcohol or illegal drugs and do not consume alcohol or illegal drugs while performing the duties of this CONTRACT.
- I. SUCCESSFUL BIDDER shall ensure that its employees and subcontractor employees do not bring alcohol or illegal drugs onto any work site. SUCCESSFUL BIDDER and its' contractors or subcontractors agree to immediately remove and replace any employee whose conduct or workmanship is unsatisfactory to COUNTY.
- J. SUCCESSFUL BIDDER shall provide employees with the necessary personal protective equipment to ensure safe and healthy working conditions, and to ensure compliance with Federal, State, and Local safety standards, including OSHA workplace mandates.
- K. SUCCESSFUL BIDDER shall be required to disclose on any invoice submitted a list of equipment, supplies, and materials used at a specific service location for each contracted work order. SUCCESSFUL BIDDER shall be required to provide all service-related information requested by COUNTY on any invoice prior to COUNTY'S payment to SUCCESSFUL BIDDER for services rendered under this CONTRACT.
- L. SUCCESSFUL BIDDER shall be required to perform analytical protocols consistent with EPA's SW-846 and sampling practices consistent with those suggested in 40 CFR 261 App 1.
- M. SUCCESSFUL BIDDER must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, SUCCESSFUL BIDDER'S personnel and equipment shall comply with all safety requirements set forth in Federal, State, and Local laws and regulations, and shall ensure that agents, employees, and subcontractors perform the work in a similar manner.
- N. SUCCESSFUL BIDDER shall NOT permit spectator(s) (e.g. family, friends) to accompany any employee, agent, contractor, or subcontractor to COUNTY'S property, or any service location, while providing any services under the CONTRACT.
- O. SUCCESSFUL BIDDER shall comply with all current Occupational Safety and Health Administration (OSHA) standards, including 1910.120 (Hazardous materials) and 1910.1030 (Blood-borne pathogens), and any other laws and regulations of the Federal, State, County, Township, or Municipal Subdivision thereof, or other governmental agency, which may be applicable to the cleanup, removal, and disposal of the bio-hazard or hazardous waste. SUCCESSFUL BIDDER shall, prior to bid opening, obtain and keep current all certificates and business licenses required by the State of Nevada, OSHA, City of Las Vegas, and Clark County, and other documentation that may be needed to comply with the above laws and regulations.
- P. SUCCESSFUL BIDDER shall, upon request, provide evidence sufficient to show either that it is an agent or subsidiary of a firm owning or operating a waste disposal site(s), or that it is an independent company. If an independent company, SUCCESSFUL BIDDER shall indicate which disposal firm(s) will be involved in the performance of the CONTRACT. SUCCESSFUL BIDDER agrees that COUNTY may contact the disposal firm to inquire about SUCCESSFUL BIDDER'S past performance and ability to perform under this CONTRACT.
- Q. COUNTY shall provide SUCCESSFUL BIDDER a list of authorized contacts for COUNTY prior to the start of the CONTRACT. Only those individuals listed on the authorized contacts list shall be authorized to initiate a service request under this CONTRACT.
4. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:
- Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S request:
- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. Provide List of Disposal Sites to provide evidence that it is an owner , agent or subsidiary of a waste disposal site OR that it is an independent company. If an independent agent, SUCCESSFUL BIDDER shall indicate which disposal firm(s) will be involved in the performance of the CONTRACT;
- C. Provide a complete cleanup procedures guideline for accident scenes;
- D. Provide copies of any OSHA, EPA or other regulatory body violations or citations in regards to the type of work that is being performed, for the past five (5) years;

- E. Provide proof of all current permits and/or licenses required to perform under this CONTRACT;
- F. Provide a complete list of all personnel names for those employees who will be working on this CONTRACT. A list of 24-hour cell phones for employee emergencies shall also be included;
- G. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid;
- H. Completed "Disclosure of Ownership" form; and
- I. A copy of current applicable Clark County Business License.

5. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

6. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

7. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls, being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

8. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

9. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

10. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and COUNTY. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

11. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

IV – SERVICE SPECIFICATIONS

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES REVISED PER ADDENDUM NO. 6

Name of Firm

1. SERVICES EXAMPLES

A. Accident Scene

Accident Scene is defined as a call out for cleaning, packaging, removing, shipping and disposing of wastes from incidents which occur on Clark County right of ways. These can include but are not limited to vehicular accidents, pedestrian accidents, acts of homicide, acts of suicide, and involve the cleaning of biologicals and spilled vehicle fluids from sidewalks, streets, curbs, and various other types of right of way surfaces. These call outs are usually initiated by the dispatcher for Las Vegas Metropolitan Police Department ("Metro" or "LVMPD").

SUCCESSFUL BIDDER shall provide labor and equipment to abate, clean, package, remove, ship and dispose of biohazard waste, such as; blood, body fluid/tissue, feces, urine, saliva, vomit, animal blood, and animal feces from Clark County facilities, property, vehicles and right-of-ways.

COUNTY may request that non-biohazard clean-up materials be disposed of in the same manner as biohazard clean-up waste material, even in the event the Southern Nevada Health District has determined that such waste may be disposed of as regular solid waste. COUNTY shall be notified of disposal methods. Note the pricing provided for right-of-way cleanups shall include one flat rate mobilization/demobilization cost and one on-scene cost to include vehicle(s), personnel, transportation, and equipment.

Cleaning shall include the removal of bodily fluids from all surfaces, as needed. All areas being cleaned shall be decontaminated with approved antimicrobial agents for biohazards/infectious waste cleaning/disinfecting. SUCCESSFUL BIDDER shall provide EPA Registered number for agents to the Safety Officer for approval. Any new chemicals used require prior approval by Safety Officer. SUCCESSFUL BIDDER must use a deodorization process after disinfecting inside of a facility.

Any facility or vehicle requiring more than three (3) hours of labor shall require prior approval by the Clark County Safety Officer.

B. Hazardous and Non-Hazardous Waste Disposal

Hazardous and Non-Hazardous Waste Disposal is defined as a call out for spill remediation found on Clark County property or rights-of-way, and for disposal of items in the Clark County accumulation area. These projects may be emergency calls or scheduled calls. SUCCESSFUL BIDDER shall deliver empty disposal drums to County facilities as needed, and retrieve the drums from COUNTY for disposal. Upon pickup for disposal, SUCCESSFUL BIDDER shall charge a per/drum charge based on the type of waste as described on the bid form. Note that the pricing provided for the scheduled pickups from various departments shall be a flat rate and include all other costs including vehicle, personnel, transportation and equipment.

As used herein, the term, "biohazard/infectious waste" means the presence of the following substances on an item or surface:

- Blood, blood components and products made from blood;
- Any bodily fluids, including cerebral spinal fluid, semen, vaginal secretions, vomit, saliva, and/or urine, or any other bodily fluids which are contaminated with blood;
- Unfixed tissue or organs;
- Sharps, including needles, scalpels, contaminated knives, contaminated broken glass
- Infectious medical waste;
- Feces (infectious waste);
- All other substances designated by COUNTY as containing biohazard/infectious properties;
- All other substances designated by any Federal, State, or Local agency as containing biohazard/infectious properties.

Note: Human vomit, saliva, urine and mucus and animal blood are considered non-biohazard materials, unless visibly contaminated with human blood.

C. Vehicle Projects

A vehicle project is defined as a call out for cleaning, disinfecting, removing, shipping and disposing of biologicals from COUNTY'S fleet. These projects are non-emergency call outs and may involve both bio-hazardous and non-bio-hazardous wastes.

D. Additional Projects

1. Coroner's Office (as needed). The Clark County Coroner's Office disposes of HEPA filters from HVAC units that maintain the autopsy suites. Each HVAC unit contains approximately 20 filters which measure 4 feet x 18 inches x 18 inches. These will be for pick up, packaging, and disposal only. These call outs have an approximate completion time of two (2) hours from the time of arrival at the site.
2. Septic Vaults (as needed). COUNTY may require SUCCESSFUL BIDDER to remove, clean, and properly dispose of waste from septic vaults at various Parks & Recreation locations. These locations may include confined space entry. These call outs have an approximate completion time of four (4) hours from the time of arrival at the site.
3. Avian Feces Removal (as needed). COUNTY may require SUCCESSFUL BIDDER to abate, clean, disinfect, and dispose of avian feces on facilities located throughout Clark County. These call outs have an approximate completion time of seven (7) hours from the time of arrival at the site.
4. Sand/Oil Interceptors (as needed). COUNTY may require SUCCESSFUL BIDDER to sample, profile, remove wastes, clean, and properly dispose of wastes in sand/oil interceptors located throughout Clark County. These call outs for the actual day of pumping have an approximate completion time of four (4) hours from the time of arrival at the site.
5. Additional Disposal Requirements
 - Petroleum Products (as needed). COUNTY may require SUCCESSFUL BIDDER to remove petroleum-contaminated soil and debris, and occasionally, removal of mixtures of diesel and gasoline.
 - Disposal of Mercury (as needed). COUNTY may require SUCCESSFUL BIDDER to dispose of mercury from broken mercury thermometers or thermostat switches.

2. PROCEDURE FOR MONITORING AND APPROVING OVERAGES TO SERVICE COMPLETION TIMES

- A. SUCCESSFUL BIDDER is required to notify COUNTY as soon as practicable, but in no event more than twenty-four (24) hours after receiving a non-emergency service request, if SUCCESSFUL BIDDER determines that a service request will exceed the approximate completion time delineated by this CONTRACT. Upon notification, COUNTY will provide authorization for SUCCESSFUL BIDDER to perform such work in excess of the approximate completion time, and will authorize payment to SUCCESSFUL BIDDER for such work.
- B. In the event COUNTY does not authorize SUCCESSFUL BIDDER to work on a non-emergency service request in excess of the approximate completion time delineated by this CONTRACT, COUNTY shall provide written documentation of such non-authorization to SUCCESSFUL BIDDER and COUNTY'S designated representative within forty-eight (48) hours of the non-authorization. In the event COUNTY does not authorize such work, SUCCESSFUL BIDDER is NOT responsible for completing such work, and is not liable for any costs, expenses, or identifiable and reasonable damages which may accrue as a result of COUNTY'S non-authorization of the additional work. SUCCESSFUL BIDDER will still be responsible for completing the original non-emergency service request.
- C. If SUCCESSFUL BIDDER does not obtain prior authorization to complete a service request in excess of the approximate completion time, or if SUCCESSFUL BIDDER voluntarily continues work on a service request in excess of the approximate completion time without COUNTY'S prior authorization, SUCCESSFUL BIDDER shall not invoice such services to COUNTY, and SUCCESSFUL BIDDER is responsible for all costs, expenses, labor, and materials used to complete such services. COUNTY is not responsible to SUCCESSFUL BIDDER or any third parties for reimbursement or remuneration for non-approved services.

3. SAFETY

- A. SUCCESSFUL BIDDER shall perform all operations in a prudent, conscientious, safe, and professional manner in accordance with industry safety standards and applicable Federal, State, and Local law. SUCCESSFUL BIDDER'S personnel, equipment, and supplies shall comply with all safety requirements set forth in Federal, State, and Local laws and regulations. SUCCESSFUL BIDDER shall ensure all agents, employees, and subcontractors perform all work in a safe manner.
- B. SUCCESSFUL BIDDER shall ensure all personnel involved in any waste operations be trained to the level of expertise required for the proper performance of the task. These areas include, but are not limited to, chemical incompatibility, first aid procedures, spill remediation, and documentation of industrial accidents or exposures. SUCCESSFUL BIDDER shall provide all equipment and supplies needed for this contract, including providing packaging materials and personal protective equipment for its employees and/or agents performing the task. The equipment and supplies shall be appropriate to ensure safe handling, transportation, and disposal of hazardous waste.

- C. SUCCESSFUL BIDDER shall inform all of its employees, agents, and subcontractors of the potential health hazards associated with the scope of services under this contract due to the potential for exposure to hazardous materials in directly handling these types of wastes.
- SUCCESSFUL BIDDER shall provide such safety information through training, hazard communication, risk assessment, and emergency response training, to all employees, agents, and subcontractors who could potentially be exposed to hazardous materials and waste while performing services under this contract. COUNTY is not responsible for training and/or communicating any risks of exposure to any of SUCCESSFUL BIDDER'S employees, agents, or subcontractors.
- D. SUCCESSFUL BIDDER shall have a medical monitoring program in place prior to bidding for this CONTRACT to monitor the health of all exposed or potentially exposed employees to health hazards associated with the types of services required under this CONTRACT.
- E. SUCCESSFUL BIDDER shall have a written Hazard Communication Program, Recovery Protection Program and a Blood-Borne Pathogen Exposure Control plan and training documentation as required by OSHA. Copies shall be provided to COUNTY upon request.
- F. SUCCESSFUL BIDDER shall immediately provide written proof of employee training and medical monitoring programs upon request from COUNTY.

4. PACKAGING

- A. SUCCESSFUL BIDDER shall provide necessary personnel and all required materials to assist COUNTY in packaging, marking, and labeling waste materials. SUCCESSFUL BIDDER shall be responsible to load the waste onto its approved vehicles for transport to a storage and/or disposal facility. All work must be done in accordance with applicable laws and regulations. In addition, packaging must meet the requirements of the storage or disposal facility for the selected treatment or disposal method.
- B. SUCCESSFUL BIDDER shall consolidate compatible wastes into the smallest possible containers, and manage all empty containers generated in line with industry standards.
- C. SUCCESSFUL BIDDER shall select the most economical packaging method available. For example, if a waste can be unpacked at the disposal site rather than on location at a lower cost, SUCCESSFUL BIDDER is required to use the services of the lower-cost site. COUNTY will not pay SUCCESSFUL BIDDER for services which could have been reasonably performed for a lower cost upon reasonable efforts by SUCCESSFUL BIDDER.

5. REMOVAL

SUCCESSFUL BIDDER shall be responsible for packaging and removing waste as a result of a cleanup of any spill or release on an emergency and non-emergency "as needed" basis.

6. PICK UP AT COUNTY'S LOCATION OR PROPERTY

- A. Since COUNTY occasionally generates or obtains hazardous waste, SUCCESSFUL BIDDER shall provide necessary packaging and/or removal from COUNTY'S property or property managed or controlled by COUNTY, as needed.
- B. After being notified by COUNTY of wastes requiring disposal and the location of such waste, SUCCESSFUL BIDDER shall obtain the necessary disposal authorizations from the final disposal location or disposing party. Once such approvals are obtained, SUCCESSFUL BIDDER inform COUNTY, and arrange for packaging and/or removal.
- C. All items picked up at COUNTY'S location shall be handled in the same manner as all other items SUCCESSFUL BIDDER handles under this CONTRACT. When safe and practical, the pickup should be part of a previously-scheduled pickup to ensure a cost effective operation.

7. TRANSPORTATION AND EQUIPMENT

- A. SUCCESSFUL BIDDER shall be required to maintain or own trucks and/or trailers which are properly permitted for the transmission and disposal of the materials covered under this CONTRACT. As referenced on the bid form, a crew truck/pickup truck is a truck with a flat or truck bed with or without lift gates. A Bobtail or Box Truck is considered a utility truck with or without lift gates for use for drum pickup. A 6' X 8' trailer (pull trailer) may be used for biohazard waste. Other permissible vehicles include, but are not limited to: vacuum trucks, various sizes of earth moving equipment, various sizes of dumpsters, dumpsters moving equipment (rocket launchers), personnel lifts, pressure washers, sprayers, and side-dump vehicles.
- B. SUCCESSFUL BIDDER or its contracted carrier(s) shall maintain all required United States Environmental Protection Agency (EPA) and state (where applicable) registry certifications for hazardous waste transport. SUCCESSFUL BIDDER and its contracted carrier(s) shall also maintain certifiable records of good shipping practices, which may be checked through local Department of Transportation (DOT) authorities.

- C. SUCCESSFUL BIDDER shall be required to carry solid-a-sorb or vermiculite (absorbent material) (minimum 5 lb. bag) on every truck in case controlled substances must be rendered unusable on site.
- D. SUCCESSFUL BIDDER shall be required to respond with pumping or vacuuming equipment when notified contaminated liquids will need to be collected and removed.
- E. SUCCESSFUL BIDDER must have dustpans, brooms and shovels. and absorbents on each response vehicle so that contaminated items that leak from containers can be properly cleaned at the service scene.
- F. SUCCESSFUL BIDDER shall be able to respond to service locations involving vehicles of all sizes, including compact cars up to and including semi-trucks and trailers.

8. WASTE DISPOSAL

- A. SUCCESSFUL BIDDER, in agreement with COUNTY, shall select the best and most economical disposal method, including recycling, currently available, which fulfills the generator requirements under Section 3002(b) of the Resource Conservation and Recovery Act (RCRA). This selection requires the generator to select the method of treatment, storage, disposal or recycling currently available which minimizes present and future threat to human health and the environment. For removal and disposal of all biohazard/infectious material, waste must be collected in a manner deemed appropriate under Federal and State requirements
- B. In accordance with applicable law, SUCCESSFUL BIDDER, in agreement with COUNTY, must select a Treatment, Storage and Disposal (TSD) recycling facility, which must be approved by the EPA, and where appropriate, State and/or Local agencies. The selected TSD must comply with all applicable Federal, State, and Local laws, including all hazardous waste laws and regulations. SUCCESSFUL BIDDER shall use only TDS sites having EPA and/or Nuclear Regulatory Commission (NRC) permits for treatment, storage, disposal, or recycling. Deep well injection shall not be used for the disposal of any of the wastes covered by this CONTRACT.
- C. It is the responsibility of SUCCESSFUL BIDDER to obtain all documents and certifications necessary to complete the Uniform Hazardous Waste Manifest required for delivery of waste to an approved TSD site. Waste profiles must be provided to COUNTY within three (3) days of SUCCESSFUL BIDDER'S receipt of same from the TSD site. A certification of destruction must be provided to COUNTY within five (5) business days of receipt of same from the TSD site. The certificate must include the manifest or drum numbers and date of actual destruction, treatment, recycling, or disposal of said waste, and must be signed by an authorized representative of the TSD site.
- D. Site Inspections:
SUCCESSFUL BIDDER and any of its employees, agents, or subcontractors are subject to announced or unannounced inspections of its operations, storage areas, and records by COUNTY to verify CONTRACT compliance. COUNTY will document and provide written confirmation of any notice of non-compliance, and will provide SUCCESSFUL BIDDER a reasonable opportunity to correct any non-compliance pursuant to the provisions of the CONTRACT.

9. RESPONSE TIME

- A. Emergency Secured Incident Scene Arrival Times:
SUCCESSFUL BIDDER shall have the capacity to respond 24-hours, 7 days a week. SUCCESSFUL BIDDER shall provide a return phone call to COUNTY or the requesting authority within fifteen (15) minutes of a service request. If SUCCESSFUL BIDDER does not respond within the allotted response time, another company may be called to provide the requested service.
SUCCESSFUL BIDDER is expected to respond to the scene of an Emergency service request within the applicable timeframes listed below, after verifying the location and requirements of a service request with COUNTY or the requesting authority:
 - Urban Las Vegas Valley: If service is requested, the response time from SUCCESSFUL BIDDER shall not exceed one (1) hour after call out. In addition, personnel and equipment necessary (which meets or exceeds federal and state regulations) to begin clean-up operations shall be on-scene within two hours of call out.
 - Rural Clark County Areas (Jean, Mt. Charleston, Bunkerville, Overton, Logandale, Sandy Valley): If service is requested, the response time from SUCCESSFUL BIDDER shall be two (2) hours after call out. In addition, personnel and equipment necessary (which meets or exceeds federal and state regulations for emergency response) to begin clean-up operations shall be on-scene within three hours of call out.
 - Laughlin, Searchlight, Mesquite: If service is requested, the response time from SUCCESSFUL BIDDER shall not exceed three (3) hours after call-out. In addition, personnel and equipment necessary (which meets or exceeds federal and state regulations for emergency response) to begin clean-up operations shall be on-scene within four hours of call out.

- Other County Locations: Services shall be provided during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM), within forty-eight (48) hours after call out, unless COUNTY indicates an emergency exists which requires immediate response.

Response time shall be measured from the time of notification to SUCCESSFUL BIDDER or its representative of a service request, to the time of arrival at the site or location of the service, as specified.

COUNTY may extend response time, at its discretion, for secured incident scenes.

B. Non-Emergency Secured Scene Arrival Times:

SUCCESSFUL BIDDER is expected to respond to the scene of a service request within a reasonable time after verifying the location and requirements of a service request with COUNTY or the requesting authority:

- Urban Area: If service is requested, the response time from SUCCESSFUL BIDDER shall not exceed two (2) days.
- Rural Area: If service is requested, the response time from SUCCESSFUL BIDDER shall not exceed three (3) days.

C. Non-Emergency Unsecured Scene Arrival Times:

SUCCESSFUL BIDDER is expected to respond to the scene of a Non-Emergency service request within the applicable timeframes listed below after verifying the location and requirements of a service request with COUNTY or the requesting authority:

- Urban Area: If service is requested, the response time from SUCCESSFUL BIDDER shall not exceed two (2) hours after call out.
- Rural Area: If requested, the response time from SUCCESSFUL BIDDER shall not exceed four (4) hours after call out.

10. REPORTS

SUCCESSFUL BIDDER shall provide a post-project report which details the actions taken by the bidder, scene sketches, and which details the effects of any chemical contamination or exposure, outlines the packaging/clean-up steps taken, and includes originals or copies of shipping manifests and dump-site receipts. If appropriate, originals or copies of proof of destruction or recycling shall also be included. Reports shall be attached with the invoice(s) submitted for final payment. Originals or copies of shipping manifests or dumpsite retrieval records must be available upon COUNTY'S request. SUCCESSFUL BIDDER shall take photographs on-site and provide photographs to COUNTY upon request.

11. QUALITY ASSURANCE

A. Unidentified or Unknown Materials:

SUCCESSFUL BIDDER shall properly determine the chemical characteristics of unknown wastes whenever there is a reasonable doubt as to the contents of containers, or the contents of materials released during a spill. This includes determining the content of unknown wastes due to illegible, missing or apparently incorrect labels or lack of material safety data sheets. SUCCESSFUL BIDDER shall provide an analysis and identity of the potential unknown wastes to COUNTY within 24 hours of first contact with such unknown wastes, or as requested. SUCCESSFUL BIDDER shall provide and complete all necessary waste characterization forms. SUCCESSFUL BIDDER shall have access to a lab 24 hours a day, seven days a week, in order to perform tests to identify unknown wastes. SUCCESSFUL BIDDER is required to use the services of a third party expert or biohazard consultant to assist in determining the identity of unknown wastes or materials. If the waste cannot be identified, it must be packaged and placed in a secure area by SUCCESSFUL BIDDER, and labeled UNKNOWN; POTENTIALLY HAZARDOUS, until further analysis is performed. SUCCESSFUL BIDDER shall have the ability to safely store/hold hazardous wastes until such substances have been properly identified.

SUCCESSFUL BIDDER shall have the ability to transport any unknown waste to a secure vendor location for storage, at COUNTY'S cost, until such time as the unknown waste is properly identified and approved by COUNTY for proper disposal.

B. Polychlorinated Biphenyls (PCB):

Wastes containing PCB's require special shipping arrangements for transport to a treatment facility agreed upon by both COUNTY and SUCCESSFUL BIDDER.

C. Waste Preparation:

Waste chemicals at COUNTY'S facilities will be classified and segregated into compatible groups by SUCCESSFUL BIDDER'S authorized personnel prior to packing.

All waste chemicals will be packaged to meet DOT guidelines (49 CFR 173), which shall become a part hereof by reference, for containerization of hazardous materials moved on public roadways.

D. Packing:

Waste shall be properly packed in drums, boxes, containers, or bags by SUCCESSFUL BIDDER authorized personnel prior to leaving a service location.

All waste shall be packaged and transported to meet DOT guidelines (49 CFR 173) for packaging of material moved on public and private roadways. Waste inventory sheets, prepared during packaging, will be reviewed by the disposal facility prior to treatment or disposal.

E. Labeling:

After packaging, all drums, boxes, containers, or bags shall be securely closed. Proper labeling shall be affixed to each container to meet EPA and DOT guidelines and requirements.

F. Manifesting:

For each shipment of waste that leaves COUNTY'S facility, SUCCESSFUL BIDDER'S personnel shall prepared Hazardous Waste Manifests as required. The completed manifests shall be presented to COUNTY'S designated representative for approval and signature prior to shipment.

G. Transportation:

SUCCESSFUL BIDDER shall arrange for a certified hazardous materials carrier to pick up the waste after packaging. When safe and practice, the pickup should be part of a scheduled pickup to ensure a cost-effective operation.

H. Disposal:

All waste shall be processed at a properly licensed waste management facility whether owned by SUCCESSFUL BIDDER or under a contract with an authorized waste management facility. All wastes received at the facility shall be treated or disposed of using the most appropriate method with the following priority:

1. Recycling
2. Chemical Neutralization/Treatment
3. High Temperature Incineration
4. Secure Chemical Landfill
5. Municipal Landfill for Non-Hazardous Debris

COUNTY'S appointed representative shall be notified of the method of disposal prior to such disposal.

All waste materials will be handled in compliance with existing operational permits and restrictions governing each treatment/disposal facility. SUCCESSFUL BIDDER'S chemists and/or appointed personnel, must maintain an accurate waste-tracking document to record the method of treatment or disposal of COUNTY'S wastes. COUNTY shall, to the extent possible, select the method of treatment, storage, and/or disposal which minimizes the present and future threat to human health and the environment.

I. Personal Protective Equipment:

All work conducted as part of this contract shall be done in strict adherence to OSHA standard 29CFR1910.120 and 29 CFR 1910 Subpart I, as amended. Particular attention shall be paid to standard 1910.120(b) 8(g) "Engineering controls, work practices, and personal protective equipment for employee protection." In addition, Appendixes A and B to 1910.120 shall be the standard by which all levels of protection are defined and chosen, and such equipment is maintained.

All activities encompassed in the packaging, labeling, transportation and disposal of the waste materials covered under this CONTRACT shall be accomplished in accordance with all Federal, State, and Local statutes, laws, rules, regulations, and ordinances, and compliance therewith shall be the sole responsibility of SUCCESSFUL BIDDER. Failure to comply with any applicable laws, rules or regulations may be cause for the termination of this CONTRACT.

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES REVISED PER ADDENDUM NO. 6

Name of Firm

This bid is submitted in response to COUNTY'S Invitation to Bid and is in accordance with all conditions and specifications in this document

Hourly Rates below shall be blended to be a standard rate for all call outs. Majority of calls will be received between the hours of 7:01 pm and 6:59 am Monday through Friday, Saturdays and Sundays. Hours to be calculated as; beginning at time of departure from place of business to time of return to place of business, to the nearest fifteen (15) minute increment. Any hours charged for standby, must be approved by COUNTY.

Item No.	Skill Set	Hourly Rate
1.	Field Technician	\$
2.	Project Manager	\$
3.	Equipment Operator	\$

The flat fee below is considered a vehicle / equipment allowance, billable per vehicle / piece of equipment, per call in the Las Vegas Valley area. Outside of the Las Vegas Valley area, additional mileage at CONUS rates will be added to the flat fee for the additional mileage. The flat fee is to include Mobilization/Demobilization charges. All miscellaneous equipment required to provide services that is not listed below is considered part of the vehicle / equipment's inventory and must be incorporated into the costs below.

Item No.	Skill Set	Flat Fee per Call
4.	Crew Truck	\$
5.	Side Dump Truck	\$
6.	Roll Off Truck	\$
7.	Vacuum Truck	\$
8.	GapVax / Vactor Truck	\$
9.	Utility Truck w/ Lift Gate	\$
10.	Pressure Washer	\$
11.	Back Hoe	\$
12.	Skidsteer	\$
13.	Boom Lift / Scissor Lift	\$

All per unit of measure costs shall include transportation and labor required for disposal.

Item No.	Description	Unit of Measure	Cost
14.	Disposal of Non-Hazardous Liquids per gallon	Gallon	\$
15.	Disposal of Non-Hazardous Solids (Materials Recovery Facility Acceptable – wood, plastic, glass, metal)	Cubic Yard	\$
16.	Disposal of Non-Hazardous Solids (Materials Recovery Facility Acceptable – wood, plastic, glass, metal)	Ton	\$
17.	Disposal of Non-Hazardous Solids and Debris (Municipal Landfill Acceptable – wood, plastic, glass, metal)	Cubic Yard	\$
18.	Disposal of Non-Hazardous Solids and Debris (Municipal Landfill Acceptable – wood, plastic, glass, metal)	Ton	\$
19.	Disposal of Petroleum Contaminated Soil & Debris per gallon	Gallon	\$
20.	Disposal of Petroleum Contaminated Soil & Debris per ton	Ton	\$
21.	Disposal of Petroleum Contaminated Soil & Debris per cubic yard (Rolloffs)	Cubic Yard	\$
22.	Disposal of RCRA Solids (Metals)	Gallon	\$
23.	Disposal of RCRA Liquids	Gallon	\$
24.	Disposal of Water Based Paint	Gallon	\$
25.	Disposal of Oil Based Paint	Gallon	\$
26.	Disposal of Acids/Bases (Liquid)	Gallon	\$
27.	Disposal of Acids/Bases (Solid)	Gallon	\$
28.	Disposal of Special Acids	Gallon	\$
29.	Hydrochloric acid, nitric acid, hydrofluoric acid, sulfuric, nitric and acetic or others, as approved by COUNTY	Gallon	\$
30.	Disposal of Flammable Liquids	Gallon	\$
31.	Disposal of Aerosols	Gallon	\$
32.	Disposal of Oxidizers, Liquids, Solids	Gallon	\$
33.	Disposal of Septic Waste	Gallon	\$
34.	Disposal of Sand Oil Interceptor Waste	Gallon	\$
35.	Disposal of Disinfected Avian Feces Liquid Waste	Gallon	\$
36.	Disposal of Disinfected Avian Feces Solid Waste	50 Gallon Bag	\$
37.	Disposal of Disinfected Animal Feces Liquid Waste	Gallon	\$
38.	Disposal of Disinfected Animal Feces Solid Waste	50 Gallon Bag	\$
39.	Disposal of Biohazard/Infectious Waste in X-Large Biohazard Bin	Each	\$
40.	Scheduled routine pickups for Hazardous Waste for any other department, on an as needed basis, per bid specifications	Each	\$
41.	Disposal of Toxic Solids (mixed)	Gallon	\$
42.	Disposal of Toxic Solids (pure (not mixed) chemicals)	Gallon	\$

Item No.	Description	Unit of Measure	Cost
43.	Disposal of Toxic Liquids (including organic solvents, and flammable items)	Gallon	\$
44.	Disposal of Mercury	Gram	\$
Disposal of CO₂ Cylinders			
45.	Small - 4" x 24"	Each	\$
46.	Medium – 12" x 36"	Each	\$
47.	Large – 16" x 56"	Each	\$
48.	"D" Size	Each	\$
49.	"H " Size	Each	\$
Disposal of Propane			
50.	2" x 12"	Each	\$
51.	3" x 10"	Each	\$
52.	25 lb.	Each	\$
53.	200 lb.	Each	\$
Disposal of Other items			
54.	Disposal of Non-PCB Ballast	Each	\$
Supplies and Testing			
55.	Plastic Sheeting 6 Mil, 100' x 20' Roll To be billed by footage used.	Feet	\$
56.	Personal Protective Equipment Level "A"	Set	\$
57.	Personal Protective Equipment Level "B"	Set	\$
58.	Personal Protective Equipment Level "C"	Set	\$
59.	Personal Protective Equipment Level "D"	Set	\$
60.	56-Gallon Bag	Each	\$
61.	55-Gallon Metal Drum	Each	\$
62.	55-Gallon Poly Drum	Each	\$
63.	65-Gallon Poly Overpack Drum	Each	\$
64.	Drum Dolly to be billed as in-use time	Hour	\$
65.	50-Gallon Biohazard Bag	Each	\$
66.	Disinfectant, per ounce	Ounce	\$
67.	Solid-A-Sorb, or Equal, 25 lb. Bag To be billed per pound as used.	Pound	\$
68.	Citrus-Based Solvent Degreaser (Biodegradable), or Equal, per quart	Quart	\$

Item No.	Description	Unit of Measure	Cost
69.	Acid Transfer Pump, Hand Operated	Each	\$
70.	Rag	Each	\$
71.	Scrub Brush	Each	\$
72.	Analytical Testing, Pricing to be cost (+ %) not to exceed 5%	cost + 1%	_____ %
73.	Thermo Fogging Spray, if required.	Each	\$
Miscellaneous			
74.	Administrative (Documentation) Support to the nearest fifteen (15) minute increment.	Hourly Rate	\$
75.	COUNTY estimated annual expenditures	\$95,500.00	

All costs listed shall include personnel, equipment, vehicles, materials, supplies, and disposal, as required by contract.

76.	Coroner's Office Filters, as needed, per bid specifications. (Approximately a 2 hour project)	12	Month	X	\$	=	\$
77.	Septic Vaults as needed. Remove wastes, clean, and properly dispose of waste from septic vaults at various Parks & Recreation locations. These locations may include confined space entry, per bid specifications. (Approximately a 4 hour project)	12	Month	X	\$	=	\$

For evaluation purposes, the following scenarios will be used to determine low responsive bidder. The scenarios represent the most common services. Calculate each scenario, based on the menu of prices given above.

SCENARIO 1:

Scheduled:

Pick up (5) 55-gallon drums of petroleum contaminated liquid (gasoline and diesel mix) and drop off (5) 55-gallon empty metal drums at Safety Yard site located at 4324 Stephanie Street, Las Vegas, Nevada. Job once onsite takes 1 hour.

Field Technician (Item No. 1) \$ _____

Utility Truck with Lift Gate (Item No. 9) \$ _____

Disposal of RCRA Liquids per gallon (Item No. 23) \$ _____ x (5) 55-Gallon Metal Drums = \$ _____

Drop off (5) 55-Gallon Metal Drums (Item No. 61) \$ _____ x (5) 55-Gallon Metal Drums = \$ _____

Drum Dolly to be billed as in-use time (Item No. 64) \$ _____ X 0.5 hour = \$ _____

Administrative Support (Item No. 74) \$ _____ X 0.5 hour = \$ _____

TOTAL COST SCENARIO 1: \$ _____

SCENARIO 2:

Emergency:

Receive a call from Fire Department for cleanup of approximately 30 gallons of diesel fuel affecting approximately 50 feet of curb line on roadway. Occurred from the result of a vehicular accident in Las Vegas, NV. Request came in at 8:00 p.m. Cleanup takes 3 hours.

Field Technician (Item No. 1) \$ _____ x 3 Techs = \$ _____

Project Manager (Item No. 2) \$ _____ x 1 hour of time = \$ _____

Vacuum Truck (Item No. 7) \$ _____

Crew Truck (Item No. 4) \$ _____

Disposal of Petroleum Contaminated Soil & Debris per gallon (Item No. 19) \$ _____ x (4) 55-Gallon Metal Drums = \$ _____

55-Gallon Metal Drums (Item No. 61) \$ _____ x (4) 55-Gallon Metal Drums = \$ _____

Drum Dolly to be billed as in-use time (Item No. 64) \$ _____ X 0.5 hour = \$ _____

Personal Protective Equipment Level "D" (Item No. 59) \$ _____ x 3 Techs = \$ _____

Solid-A-Sorb, or Equal, 25 lb. Bag to be billed per pound as used (Item No. 67) \$ _____ x (2) 25-lb. bags = \$ _____

Administrative Support (Item No. 74) \$ _____ x 0.5 hour = \$ _____

TOTAL COST SCENARIO 2: \$ _____

SCENARIO 3:

Emergency:

Receive a call from Metro for blood cleanup from a residential shooting in Las Vegas, NV. Cleanup 10 feet of blood dropping on sidewalk, stair wells, stair rails and a pool of blood in front of doorway. Cleanup takes 1 hour.

Field Technician (Item No. 1) \$ _____ x 2 Techs = \$ _____

Crew Truck (Item No. 4) \$ _____

Disposal of Biohazard/Infectious Waste in X-Large Biohazard Bin (Item No. 39) \$ _____ x 1 Bin = \$ _____

50-Gallon Biohazard Bag (Item No. 65) \$ _____ x 1 Bag = \$ _____

Personal Protective Equipment Level "C" (Item No. 58) \$ _____ x 2 Techs = \$ _____

Disinfectant, per ounce (Item No. 66) \$ _____ x 3 Ounces = \$ _____

Citrus-Based Solvent Degreaser (Biodegradable), or Equal per quart (Item No. 68) \$ _____ x 2 Quarts
\$ _____

Rag (Item No. 70) \$ _____ x 30 Rags = \$ _____

Scrub Brush (Item No. 71) \$ _____ x 1 brush = \$ _____

Administrative Support (Item No.) \$ _____ x 0.5 hour = \$ _____

TOTAL COST SCENARIO 3: \$ _____

***GRAND TOTAL**
\$ _____

GRAND TOTAL IS SUM OF SCENARIOS 1 - 3 + ITEM 76 (CORONER'S FILTERS) + ITEM 77 (SEPTIC VAULTS)

***GRAND TOTAL IS FOR EVALUATION PURPOSES ONLY**

TERMS OF PAYMENT:

_____% , _____ business days

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

1. **Attachment 1**, Subcontractor Information, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

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

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE	_____ LEGAL NAME OF FIRM
_____ NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	_____ ADDRESS OF FIRM
_____ PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	_____ CITY, STATE ZIP
_____ FAX NUMBER OF AUTHORIZED REPRESENTATIVE	_____ DATE
BUSINESS LICENSE INFORMATION:	
_____ CURRENT STATE LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:
_____ CURRENT COUNTY: LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:
_____ CURRENT CITY: LICENSE NO.	_____ ISSUE DATE: EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE VET DVET ESB as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

VETERAN OWNED BUSINESS ENTERPRISE (VET):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

A Nevada business at least 51 percent owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

ATTACHMENT 1
BID NO. 603359-14
ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES
REVISED PER ADDENDUM NO. 6

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

**ATTACHMENT 2
BID NO. 603359-14
ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES
REVISED PER ADDENDUM NO. 6**

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

BEST KEY RATING

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

COUNTY COVERAGE

COUNTY, and its officers and employees, must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation to name COUNTY, its officers and employees as additional insureds under the policy. All policies must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status, must be attached to any certificate of insurance.

DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** unless prior authorization is granted by COUNTY.

AGGREGATE LIMITS

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

COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of not less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and must be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause, and must contain a waiver of subrogation endorsement.

AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of not less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under this contract.

WORKERS' COMPENSATION

SUCCESSFUL BIDDER shall obtain and maintain for the duration of contract, a work certificate or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a SUCCESSFUL BIDDER who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that he/she/it has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate the contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under this contract.

ADDITIONAL INSURANCE

SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

DAMAGES

SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by SUCCESSFUL BIDDER, its subcontractors, or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

COST

SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

INSURANCE FORM INSTRUCTIONS

The following information must be completed by SUCCESSFUL BIDDERS' Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence, minimum)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any automobile used for the performance of services under the contract)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation Coverage
7. Description: Bid Number 603359-14 and Annual Requirements Contract for Hazardous Waste Disposal Services (must be identified on the initial insurance form and each renewal form).

8. Certificate Holder

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**ATTACHMENT 3
BID NO. 603359-14
ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES
REVISED PER ADDENDUM NO. 6**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603359-14, entitled Annual Requirements Contract for Hazardous Waste Disposal Services;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

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

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

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative