



Department of Administrative Services
Purchasing and Contracts Division

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 603359-14**

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

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 **AUGUST 7, 2014** at **11:30 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 **WEDNESDAY, AUGUST 6, 2014**, 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 **AUGUST 14, 2014** 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
JULY 23, 2014

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I – INSTRUCTION TO BIDDERS

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

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 Connie Hall, Safety Officer, 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) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Attachment 2**. The information provided in **Attachment 2** by Bidder is for COUNTY'S information only.

If there are any questions regarding **Attachment 2**, 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 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/mailling instructions for bids:

| <u>HAND DELIVERY</u> | <u>U.S. MAIL DELIVERY</u> | <u>EXPRESS DELIVERY</u> |
|-------------------------------------------------|-----------------------------------------------------|----------------------------------------------|
| Clark County Government Center | Clark County Government Center | Clark County Government Center |
| Purchasing and Contracts Division, 4th Floor | Attn: Purchasing and Contracts, 4th Floor | Attn: Purchasing and Contracts, 4th Floor |
| 500 South Grand Central Parkway | 500 South Grand Central Parkway | 500 South Grand Central Parkway |
| Las Vegas, Nevada 89106 | P.O. Box 551217 Las Vegas, Nevada 89155-1217 | 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 lot by lot contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the Owner. All items within each lot 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. 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).

33. 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.

34. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per calendar day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per calendar day as liquidated damages.

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 month 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.

- Distribution of Line Items **Attachment 3**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

- 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.

38. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit A**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

II -GENERAL CONDITIONS

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

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. 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 [GOODS, SERVICES]

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

Name of Firm

1. PROJECT SCOPE OF WORK

- A) The SUCCESSFUL BIDDER'S scope of work under this contract includes but not limited to the following:
- 1.) The cleanup of biohazard and non-biohazard and hazardous waste materials.
 - 2.) The removal and/or disposal of hazardous waste on behalf of OWNER.
 - 3.) The transportation of said waste;
 - 4.) SUCCESSFUL BIDDER'S breach of any provision of this contract regardless of whether such liability, cost, or expense is caused or contributed to by the negligence, active or passive, of OWNER, and or as a result of any discharge, leakage, spillage, omission, or pollution.
- B) Environmental Impairment:
- 1.) The SUCCESSFUL BIDDER at his expense, shall comply with all applicable laws, regulations, rules and orders, including but not limited to Federal, State and local, regardless of when they become or became effective, and furnish satisfactory evidence of such compliance to OWNER upon request.
 - 2.) Should any discharge, leakage and/or spillage, emission, or pollution of any type occur upon or from the premises due to the SUCCESSFUL BIDDER use and occupancy thereof, the SUCCESSFUL BIDDER, at its expense, shall be obligated to clean all the property affected thereby, to the satisfaction of OWNER (insofar as the property owned and controlled by OWNER is concerned) or any other governmental agency having jurisdiction.
- C) Clark 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 the OWNER's facilities. 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. SUCCESSFUL BIDDER are required to have a secured, permitted area or storage location to be used as needed, prior to disposal. All hourly rates shall be billed in 15-minute increments.
- D) This includes responding to emergency, non-emergency, and scheduled calls, at the request and direction of the OWNER. 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. The SUCCESSFUL BIDDER shall obtain and maintain all permits, licenses, and other forms of documentation required in order to comply with the above laws and regulations, prior to bidding this contract.
- E) The SUCCESSFUL BIDDER shall provide services to any County or joiner agency, which requests it at the prices bid.
- F) Where Nevada State laws and regulations and United State laws and regulations are not equal, the SUCCESSFUL BIDDER shall be required to follow the more stringent ruling.
- G) This bid includes four (4) lots, as follows:

Lot 1 – 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, spit, vomit, animal blood, and animal feces from Clark County facilities, property, vehicles and right-of-ways.

The OWNER may request that non-biohazard clean-up materials be disposed of in the same manner as biohazard clean-up waste material, although the Southern Nevada Health District has determined that such waste may be disposed of as regular solid waste. The OWNER 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.

Lot 2 – 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 right-of-ways and for disposal of items in the Clark County accumulation area. These projects may be emergency calls or scheduled calls. SUCCESSFUL BIDDER shall drop off drums at locations at no charge in order that OWNER's staff can fill them. SUCCESSFUL BIDDER shall invoice per the drum charge, based on the type of waste as described on the bid form, when full drums are picked up. 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.

Lot 3 – Vehicle Projects

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

Lot 4 – Scheduled Projects

Coroner's Office, as needed, The Clark County Coroner's Office disposes of HEPA filters from HVAC units that maintain the autopsy suites, approximately 20 filters which measure 4 feet x 18 inches x 18 inches. These will be pick up, packaging, and disposal only.

Septic Vaults as needed, Clark County may have a need to remove wastes, clean, and properly dispose of waste from septic vaults at various Parks & Recreation locations. These locations may include confined space entry. These call outs are approximately 4 hours on site.

Avian Feces Removal, as needed. Clark County may have a need to abate, clean, disinfect, and dispose of avian feces on facilities located throughout Clark County. These call outs are approximately 7 hours on site.

Sand/Oil Interceptors, as needed, Clark County may have the need to remove wastes, clean, and properly dispose of wastes in sand/oil interceptors located throughout Clark County. These call outs are approximately 4 hours on site.

Additional Disposal Requirements

Petroleum Products, as needed, removal of petroleum contaminated soil and debris, and occasionally, mixtures of diesel and gasoline.

Disposal of Mercury, as needed, Clark County may have a need to dispose of mercury, from broken mercury thermometers or thermostat switches.

2. BIOHAZARD/INFECTIOUS WASTE

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.

All body fluids (cerebral spinal fluid, semen, vaginal secretions); and vomit, saliva, and urine, which are contaminated with blood etc.

Unfixed tissue or organs.

Sharps – needles, scalpels, contaminated knives, contaminated broken glass, etc.

Infectious medical waste.

Feces (infectious waste).

All other substances designated by Clark County

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

3. TRUCKS /TRAILERS USED FOR DISPOSAL

SUCCESSFUL BIDDER shall be required to have properly permitted trucks, as required, for 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 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.

4. SAFETY

The SUCCESSFUL BIDDER shall perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the bidder's personnel, equipment, and supplies shall comply with all safety requirements set forth in local, state, and federal laws and regulations. The SUCCESSFUL BIDDER shall ensure all agents, employees, and subcontractors perform all work in a safe manner.

The SUCCESSFUL BIDDER shall ensure all personnel involved in all 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. The SUCCESSFUL BIDDER shall provide all equipment and supplies needed for this contract, including but not limited to all packaging materials and personal protective equipment. The equipment and supplies shall be appropriate to ensure safe handling of hazardous waste.

The SUCCESSFUL BIDDER shall inform all of their employees of the potential health hazards associated with this work due to the potential employee exposure associated with the direct handling of these types of wastes. The SUCCESSFUL BIDDER shall provide this type of information to all potentially exposed employees through training, including but not limited to hazard communication, risk assessment, hazardous waste operations, and emergency response training.

The SUCCESSFUL BIDDER shall have a medical monitoring program in place to monitor the health of all exposed or potentially exposed employees to health hazards associated with this type of work.

The SUCCESSFUL BIDDER shall provide written proof of employee training and medical monitoring programs.

5. PACKAGING

The SUCCESSFUL BIDDER shall properly determine the chemical characteristics of unknown wastes whenever there is a reasonable doubt as to the contents in containers, a spill or release, i.e., illegible, missing or apparently incorrect labels or lack of material safety data sheets in the case of trade names, and provide these analytical results to the OWNER within 24 hours, or as requested. The SUCCESSFUL BIDDER shall provide and complete all necessary waste characterization forms. The SUCCESSFUL BIDDER shall have access to a lab 24 hours a day, seven days a week, in order to perform tests to identify unknowns, as required. If the waste cannot be identified it must be packaged and placed in a secure area by the SUCCESSFUL BIDDER, until further analysis is performed. The SUCCESSFUL BIDDER shall have the ability to safely store/hold hazardous material until it has been properly identified. Any unknowns will be safely held at a secure vendor location until such time as the unknown item is properly identified and approved by the OWNER for proper disposal.

The SUCCESSFUL BIDDER shall provide necessary personnel and all required materials to assist the OWNER in packaging, marking, and labeling waste materials. SUCCESSFUL BIDDER shall be responsible to load the waste for transport. All work must be done in accordance with applicable laws and regulations. In addition, packaging must meet the requirements of the disposal facility for the selected treatment or disposal method.

The SUCCESSFUL BIDDER shall consolidate compatible wastes into the smallest possible containers, and manage all empty containers generated.

The 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, please so indicate.

6. REMOVAL

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

7. PICK UP AT OWNER'S LOCATION

Since OWNER occasionally generates or obtains hazardous waste, the SUCCESSFUL BIDDER shall provide necessary packaging and/or removal, as needed.

All items picked up at OWNER's location shall be handled in the same manner as all other items.

When safe and practical, the pickup should be part of a scheduled pickup to ensure a cost effective operation.

8. TRANSPORTATION

Response time and subsequent transport of hazardous waste shall occur at OWNER locations in accordance with Response Times indicated.

Carriers shall have required United States Environmental Protection Agency (EPA) and state (where applicable) registry for hazardous waste transport, and they shall also have certifiable records of good shipping practices, which may be checked through local Department of Transportation (DOT) authorities.

9. DISPOSAL

The SUCCESSFUL BIDDER, in agreement with the OWNER, will 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 collected must be in a manner appropriate with state and federal requirements.

The Treatment, Storage and Disposal (TSD) recycling facility must be fully permitted by the EPA, and where appropriate, by the respective State and/or Local agencies and must be in total compliance with all applicable Federal, State and Local hazardous waste regulation. Contractor shall use only 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. All activities encompassed in the packaging, labeling, transportation and disposal of the chemical and biological wastes under this contract shall be accomplished in accordance with all Federal, State, and Local statutes, laws, rules, regulations, and ordinances and shall be the sole responsibility of the SUCCESSFUL BIDDER and failure to do so, may be cause for the cancellation of this contract.

It is the SUCCESSFUL BIDDER responsibility to obtain all necessary documentation, to include the completed uniform hazardous waste manifest (to verify that the wastes were delivered to the approved TSD site and that the TSD site acknowledges receipt of the wastes). Waste profiles must be provided to OWNER within three (3) days of SUCCESSFUL BIDDER receipt of same. A certification of destruction must be provided to the OWNER. The certificate must include the manifest or drum numbers and date of actual destruction, treatment, recycling, or disposal of said waste and be signed by a representative of the TSD site.

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

- a. Recycling
- b. Chemical Neutralization/Treatment
- c. High Temperature Incineration
- d. Secure Chemical Landfill
- e. Municipal Landfill for non-hazardous debris

The OWNER's appointed representative shall be notified of the method of disposal, as requested.

All waste materials will be handled in compliance with existing operational permits and restrictions governing each treatment/disposal facility. A waste-tracking document, prepared by the SUCCESSFUL BIDDER'S chemists, provides a record of the method of treatment or disposal of the OWNER's wastes. The OWNER shall select the method of treatment, storage, or disposal currently available, which minimizes the present and future threat to human health and the environment.

10. SITE INSPECTIONS

The SUCCESSFUL BIDDER and any of their subcontractors are subject to announced or unannounced inspections of their operations, storage areas, and records by OWNER to verify contract compliance. This does not relieve the SUCCESSFUL BIDDER of their responsibility to ensure proper Contract compliance by their own inspections or other means.

11. RESPONSE TIME**SECURED INCIDENT SCENE ARRIVAL TIMES:**

The SUCCESSFUL BIDDER shall have the capacity to respond 24-hours, 7 days a week. The SUCCESSFUL BIDDER shall provide a return phone call within fifteen (15) minutes of service request. If SUCCESSFUL BIDDER does not respond, another company may be called to provide service. Response time shall be from time of notification of SUCCESSFUL BIDDER or their representative until time of arrival at the site of the incident, as specified.

Urban Las Vegas Valley: If service is requested, the response time from the SUCCESSFUL BIDDER shall not exceed one hour after call-out. In addition, personnel and equipment necessary (which meets or exceeds federal and state regulations) to begin clean-up operations

Rural Clark County Areas (Jean, Mt. Charleston, Bunkerville, Overton, Logandale, Sandy Valley): If service is requested, the response time from the SUCCESSFUL BIDDER shall be two hours (not to exceed four 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.

Laughlin, Searchlight, Cal/Nev/Ari, Mesquite: If service is requested, the response time from the SUCCESSFUL BIDDER shall not exceed three 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.

The OWNER may extend response time, at their discretion, for secured incident scenes.

OTHER CLARK COUNTY LOCATIONS: Services shall be provided during normal business hours (Monday – Friday, 8:00 AM to 5:00 PM), within 48 hours of phone call requesting service, unless OWNER indicates an emergency exists, which requires immediate response. Services may be requested outside of normal business hours and may be scheduled shorter or longer than 48 hours in advance.

12. LIQUIDATED DAMAGES – PER WORK ORDER

In the event a SUCCESSFUL BIDDER is contacted to provide a service, and they respond by phone within the allotted time, but do not respond to the location within the allotted time and the next SUCCESSFUL BIDDER needs to be called to provide the service, the first company shall pay the difference in cost for the service to be provided by the second company, as liquidated damages. The sum shall be considered as reimbursement, in part, to the OWNER for the loss of the service agreed to in this document. The liquidated damages shall be deducted from the next invoice from the Successful Bidder or billed to the SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages, which can be reasonably estimated.

13. QUALITY ASSURANCE

Final approval for acceptance of wastes is the responsibility of the waste disposal facility. Waste inventory sheets, prepared during packaging will be reviewed by the disposal facility prior to treatment or disposal. This technical review is an integral part of the SUCCESSFUL BIDDER's quality control program for the processing of wastes and assuring compliance with all regulatory agencies.

14. UNIDENTIFIED MATERIALS

Waste containers will be classified as "unknown" whenever there is a reasonable doubt as to the contents, such as but not limited to, illegible, missing, or apparently incorrect labels. Field tests will be performed by the SUCCESSFUL BIDDER to properly characterize the waste for hazard classification prior to shipping.

15. POLYCHLORINATED BIPHENYLS (PCB)

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

16. WASTE PREPARATION

Waste shall be properly packed in drums, boxes or bags by the SUCCESSFUL BIDDER authorized personnel prior to leaving a cleanup location. All waste shall be packaged and shipped (transported) to meet DOT guidelines of 49 CFR 173 for material moved on public and private roadways. Packaging shall meet or exceed the hazardous waste management facility's requirements for the selected treatment or disposal methods approved for the OWNER's waste.

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

Labeling:

After packaging, all drums, boxes or bags shall be securely closed. Proper labeling shall be affixed to each container in accordance with all labeling regulation guidelines or the SUCCESSFUL BIDDER contracted waste management facility.

Manifesting:

If SUCCESSFUL BIDDER have the ability to transport collected waste directly to a disposal site, for each shipment of waste that leaves a cleanup site, Clark County properties or SUCCESSFUL BIDDER storage sites, the SUCCESSFUL BIDDER shall be responsible for all proper hazardous waste manifests as required by the Department of Transportation. Completed manifests shall be available for review by OWNER's designated representative.

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. 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.

17. BIDDER'S REQUIREMENTS**All bidders must be required to meet the following requirements:**

SUCCESSFUL BIDDER shall have a current State of Nevada EPA number assigned to assure proper licenses for hazardous material and waste are disposed of and meet all State of Nevada requirements.

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.

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 have medical record keeping as required by applicable laws and regulations. SUCCESSFUL BIDDER shall provide medical surveillance records for all employees. Clark County staff may visit SUCCESSFUL BIDDER location and request to see records at any time.

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.

SUCCESSFUL BIDDER shall ensure that their 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. The Contractor shall ensure that Contractor employees and subcontractor employees do not bring alcohol or illegal drugs onto any work site. Contractor and subcontractors agree to immediately remove and replace any employee whose conduct or workmanship is unsatisfactory to the OWNER.

SUCCESSFUL BIDDER shall provide employees with the necessary personal protective equipment to ensure safe and healthful working conditions.

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 the SUCCESSFUL BIDDER or its subcontractor's past hazardous waste activities.

SUCCESSFUL BIDDER's capacity to perform will be based on information furnished by the bidder, which may include any references from other clients and any information available to OWNER on the SUCCESSFUL BIDDER past performance from Regional EPA and state offices, commercial information bases, or other sources.

SUCCESSFUL BIDDER shall be required to provide names, titles and certifications of all personnel that will be responding to this contract; and provide their training, equipment and resources that they will utilize to fulfill this contract.

SUCCESSFUL BIDDER shall be required to provide a list of equipment, supplies and materials used at location, on invoice.

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.

The SUCCESSFUL BIDDER must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, the SUCCESSFUL BIDDER personnel and equipment shall comply with all safety requirements set forth in state, federal, and local laws and regulations and shall ensure that agents, employees, and subcontractors perform the work in a safe manner.

The SUCCESSFUL BIDDER shall ensure that all personnel involved in handling and packaging waste be trained for the level of expertise required for the performance of the task and, in particular, in the areas of Blood borne Pathogen, chemical incompatibility, general first-aid procedures, spills and proper documentation. Containers for handling waste and personal protection equipment shall be provided by the SUCCESSFUL BIDDER and be appropriate to ensure safe handling of the hazardous waste.

The SUCCESSFUL BIDDER shall provide necessary personnel and equipment required to handle any cleanup of any spill, release, or site on an "as needed" basis. All work must be done in accordance with applicable laws and regulations.

Due to the potential exposure(s) associated with the direct handling of this waste the SUCCESSFUL BIDDER must inform their employees of the potential health hazards associated with this work. The SUCCESSFUL BIDDER must provide this type of information through hazard communication, hazardous waste operations, and emergency response training program.

The 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 upon request.

The SUCCESSFUL BIDDER shall provide written proof of their training and medical monitoring programs, when requested.

The SUCCESSFUL BIDDER will be required to provide documentation of all waste disposals.

The SUCCESSFUL BIDDER shall NOT permit spectator(s) (e.g. family, friends) to accompany them to the OWNER's property while providing any services.

The 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

The SUCCESSFUL BIDDER shall be required to respond with pumping or vacuuming equipment when notified contaminated liquids will need to be collected and removed.

The SUCCESSFUL BIDDER must have dustpans, brooms and shovels and absorbent on each response vehicle so that contaminated items that leak from containers can be properly cleaned up on scene.

The SUCCESSFUL BIDDER must have the ability to be able to respond to vehicles the size of compact cars up to and including a semi-truck as needed.

The SUCCESSFUL BIDDER shall comply with all current Occupational Safety and Health Administration (OSHA) 1910.120 Hazardous materials; and 1910.1030, Blood borne Pathogen 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. The SUCCESSFUL BIDDER shall obtain and keep current all certificates and business licenses required by the State of Nevada, OSHA, The City of Las Vegas and Clark County, and other documentation required that may be needed to comply with the above laws and regulations, prior to bid opening.

The SUCCESSFUL BIDDER shall be provided with a list of authorized contacts for Clark County prior to the start of the contract. Only those individuals shall be authorized to make request service.

Where Nevada State and Federal laws and regulations are not equal, the SUCCESSFUL BIDDER shall be required to follow the more stringent ruling.

18. SUBCONTRACTING

If it is necessary for the SUCCESSFUL BIDDER to subcontract personnel and equipment, subcontractor shall be required to meet all applicable local, state and federal regulations. SUCCESSFUL BIDDER shall be required to list all subcontractors on **Exhibit A, Subcontractors**. All subcontractors shall be required to complete the security requirements per the Security in General Conditions, Section II.

19. LISTING OF PERSONNEL AS NEEDED IN HIGH SECURITY LOCATIONS ONLY

SUCCESSFUL BIDDER shall provide OWNER's designated contact, Connie Hall, Safety Officer, telephone number 702-455-8586 ; within five (5) calendar days from written notification of award and before contract start date, a letter listing all personnel names, date of births and social security numbers for those employees who will be working on this contract. The letter shall also include SUCCESSFUL BIDDER and any officers of the company, a telephone number with 24 hour, 7 days week availability of the SUCCESSFUL BIDDER or a designated representative, and an e- mail address. Updates should be provided whenever there is a change in personnel.

20. REMOVAL OR ADDITION OF EMPLOYEE

SUCCESSFUL BIDDER agrees to work closely with OWNER to ensure use of acceptable personnel. OWNER reserves the right to request removal of any SUCCESSFUL BIDDER employee upon submitting proper justification, should such action be considered necessary to the best interests of the OWNER. SUCCESSFUL BIDDER is permitted to add/replace personnel only after OWNER is provided written notice and compliance with provisions in general conditions paragraph on Security.

21. BACKUP STAFF

The SUCCESSFUL BIDDER shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The OWNER reserves the right to request additional backup staff if deemed necessary.

22. POST-AWARD MEETING

Prior to the implementation of the Contract, the OWNER may conduct a post-award meeting with the SUCCESSFUL BIDDER and relevant Clark County staff (if necessary) present to define and clarify the standards that are expected for this project.

23. MISCELLANEOUS EQUIPMENT, SUPPLIES AND SERVICES

In the event, equipment, supplies or services not specifically listed on the Bid Form are deemed necessary by OWNER, and this requirement must be obtained from an outside source, the SUCCESSFUL BIDDER shall submit the costs to the OWNER for approval, prior to obtaining these needs.

24. REPORTS

The SUCCESSFUL BIDDER shall provide a post project report which details the actions taken by the bidder, scene sketches, 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 originals or copies of dump-site receipts. If appropriate, originals or copies of proof of destruction or recycling of the materials 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 OWNER's request. The SUCCESSFUL BIDDER shall take photographs on-site but is not required to provide photographs to the owner, unless specifically requested.

Clark County is considered as a "Conditionally Exempt Small Quantity Generator" (CESQG), all hazardous wastes generated by the OWNER, must have a uniform hazardous waste manifest, or similar documentation, approved by the OWNER, which properly describes transporters name, address, itemized list of waste type and quantity, disposal method and end disposal location.

25. CATEGORIZING WASTE - MINIMUM LEVEL REQUIRED

The Federal and State standards would be the minimum level required in classifying or categorizing waste and may be elevated to the next level as deemed appropriate by the OWNER. In such instances the waste will be handled in the Federal and State standards of that determined level.

26. SUCCESSFUL BIDDER SUBMITTALS

The SUCCESSFUL BIDDER will have 24 hours from date of Notification of Award to submit the following:

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, the SUCCESSFUL BIDDER shall indicate which disposal firm(s) will be involved in the performance of the contract.

Provide a complete cleanup procedures guideline for accident scenes.

Provide a SOP for waste disposal minimization and consolidation with.

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, as requested.

Provide proof of all current permits and/or licenses required to perform under these terms and conditions.

Provide a complete list of all personnel names, date of births and social security numbers for those employees who will be working on this contract with **5 days after bid award**. A list of 24-hour cell phones for emergencies shall also be included.

CLARK COUNTY, NEVADA

IV - BID FORM

BID NO. 603359-14

ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES

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

| Item No. | Description | Estimated Annual Quantity | U/M | X | Unit Price | = | Extended Total |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|---------------------------|------|---|------------|---|----------------|
| LOT 1 – ACCIDENT SCENE | | | | | | | |
| All costs listed shall include personnel, equipment, vehicles, materials, supplies, and disposal, as required by contract. | | | | | | | |
| 1 | Accident Scene , as needed, Removal, cleaning, packaging, transportation, and disposal of wastes | 365 | Each | X | \$ | = | \$ |
| 2 | Mobilization/Demobilization Fee , one per call out for accident scene | 365 | Each | X | \$ | = | \$ |
| TOTAL LOT 1 – ACCIDENT SCENES | | | | | | | \$ |
| LOT 2 – HAZARDOUS AND NON-HAZARDOUS WASTE, SPILLS & LABPACKS | | | | | | | |
| All costs listed shall include personnel, equipment, vehicles, materials, supplies, and disposal, as required by contract. | | | | | | | |
| Disposal of Non-hazardous liquids | | | | | | | |
| 3 | 5 gallon drum | 115 | Each | X | \$ | = | \$ |
| 4 | 15 gallon drum | 40 | Each | X | \$ | = | \$ |
| 5 | 30 gallon drum | 35 | Each | X | \$ | = | \$ |
| 6 | 55 gallon drum | 105 | Each | X | \$ | = | \$ |
| Disposal of Non-Hazardous solids and debris (Municipal Land Fill Acceptable – wood, plastic, glass, metal) | | | | | | | |
| 7 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 8 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 9 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 10 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| 11 | 55 gallon drum liner | 575 | Each | X | \$ | = | \$ |
| 12 | Per Ton | 500 | Ton | X | \$ | = | \$ |
| 13 | Per Yard (Rolloffs) | 500 | Yard | X | \$ | = | \$ |
| Disposal of Petroleum Contaminated Soil & Debris | | | | | | | |
| 14 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 15 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 16 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 17 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| 18 | 55 gallon drum liner | 575 | Each | X | \$ | = | \$ |
| 19 | Per Ton | 500 | Ton | X | \$ | = | \$ |
| 20 | Per Yard (Rolloffs) | 500 | Yard | X | \$ | = | \$ |

| Disposal of RCRA Solids (Metals) | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------|----------------|-----|------|---|----|---|----|
| 21 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 22 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 23 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| Disposal of RCRA Liquids | | | | | | | |
| 24 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 25 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 26 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 27 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| Disposal of Water Based Paint | | | | | | | |
| 28 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 29 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 30 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 31 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| Disposal of Oil Based Paint | | | | | | | |
| 32 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 33 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 34 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 35 | 55 gallon drum | 5 | Each | X | \$ | = | \$ |
| Disposal of Acids/Bases (Liquid) | | | | | | | |
| 36 | 5 gallon drum | 115 | Each | X | \$ | = | \$ |
| 37 | 15 gallon drum | 40 | Each | X | \$ | = | \$ |
| 38 | 30 gallon drum | 20 | Each | X | \$ | = | \$ |
| 39 | 55 gallon drum | 15 | Each | X | \$ | = | \$ |
| Disposal of Acids/Bases (Solid) | | | | | | | |
| 40 | 5 gallon drum | 115 | Each | X | \$ | = | \$ |
| 41 | 15 gallon drum | 40 | Each | X | \$ | = | \$ |
| 42 | 30 gallon drum | 20 | Each | X | \$ | = | \$ |
| 43 | 55 gallon drum | 15 | Each | X | \$ | = | \$ |
| Disposal of Special Acids | | | | | | | |
| Hydrochloric acid, nitric acid, hydrofluoric acid, sulfuric, nitric and acetic or others, as approved by OWNER. | | | | | | | |
| 44 | 5 gallon drum | 15 | Each | X | \$ | = | \$ |
| 45 | 15 gallon drum | 10 | Each | X | \$ | = | \$ |
| 46 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 47 | 55 gallon drum | 10 | Each | X | \$ | = | \$ |
| Disposal of Flammable Liquids | | | | | | | |
| 48 | 5 gallon drum | 40 | Each | X | \$ | = | \$ |
| 49 | 15 gallon drum | 30 | Each | X | \$ | = | \$ |
| 50 | 30 gallon drum | 20 | Each | X | \$ | = | \$ |
| 51 | 55 gallon drum | 15 | Each | X | \$ | = | \$ |
| Disposal of Aerosols | | | | | | | |
| 52 | 5 gallon drum | 40 | Each | X | \$ | = | \$ |
| 53 | 15 gallon drum | 20 | Each | X | \$ | = | \$ |
| 54 | 30 gallon drum | 15 | Each | X | \$ | = | \$ |
| 55 | 55 gallon drum | 15 | Each | X | \$ | = | \$ |

| Disposal of Oxidizers, Liquids, Solids | | | | | | | |
|------------------------------------------------------------------------------------|---------------------------------------------|-----|------|---|----|---|----|
| 56 | 5 gallon drum | 30 | Each | X | \$ | = | \$ |
| 57 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 58 | 55 gallon drum | 10 | Each | X | \$ | = | \$ |
| Disposal of Toxic Solids (mixed) | | | | | | | |
| 59 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 60 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 61 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 62 | 55 gallon drum | 10 | Each | X | \$ | = | \$ |
| Disposal of Toxic Solids (pure (not mixed) chemicals) | | | | | | | |
| 63 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 64 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 65 | 30 gallon drum | 10 | Each | X | \$ | = | \$ |
| 66 | 55 gallon drum | 10 | Each | X | \$ | = | \$ |
| Disposal of Toxic Liquids (including organic solvents, and flammable items) | | | | | | | |
| 67 | 5 gallon drum | 25 | Each | X | \$ | = | \$ |
| 68 | 15 gallon drum | 15 | Each | X | \$ | = | \$ |
| 69 | 30 gallon drum | 25 | Each | X | \$ | = | \$ |
| 70 | 55 gallon drum | 50 | Each | X | \$ | = | \$ |
| Disposal of Mercury, as needed | | | | | | | |
| 71 | Disposal of Mercury | 25 | Gram | X | \$ | = | \$ |
| Disposal of CO₂ Cylinders | | | | | | | |
| 72 | Small - 4" x 24" | 50 | Each | X | \$ | = | \$ |
| 73 | Medium – 12" x 36" | 75 | Each | X | \$ | = | \$ |
| 74 | Large – 16" x 56" | 75 | Each | X | \$ | = | \$ |
| 75 | "D" Size | 50 | Each | X | \$ | = | \$ |
| 76 | "H" Size | 50 | Each | X | \$ | = | \$ |
| Disposal of Propane | | | | | | | |
| 77 | 2" x 12" | 10 | Each | X | \$ | = | \$ |
| 78 | 3" x 10" | 10 | Each | X | \$ | = | \$ |
| 79 | 25 lb. | 50 | Each | X | \$ | = | \$ |
| 80 | 200 lb. | 50 | Each | X | \$ | = | \$ |
| Disposal of Other items | | | | | | | |
| 81 | Disposal of Non-PCB Ballast | 200 | Each | X | \$ | = | \$ |
| Transportation for Disposal | | | | | | | |
| 82 | Crew/Pickup Truck | 225 | Hour | X | \$ | = | \$ |
| 83 | Flat Bed Demurrage | 150 | Hour | X | \$ | = | \$ |
| 84 | Bobtail or Box Truck | 200 | Hour | X | \$ | = | \$ |
| 85 | Side dump truck (20 yard)/end dump or equal | 100 | Hour | X | \$ | = | \$ |
| 86 | 6 x 8 Pull Trailer | 100 | Hour | X | \$ | = | \$ |
| 87 | Roll-off | 50 | Hour | X | \$ | = | \$ |
| 88 | Roll-off | 10 | Day | X | \$ | = | \$ |
| 89 | 48' – 53' Van Trailer and Truck | 50 | Hour | X | \$ | = | \$ |

| Supplies and Testing | | | | | | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|---|----|---|----|--------|
| 90 | Plastic Sheeting 6 Mil, 100' x 20' Roll To be billed by footage used. | 6000 | Feet | X | \$ | = | \$ | |
| 91 | Personal Protective Equipment Level "A" | 2 | Sets | X | \$ | = | \$ | |
| 92 | Personal Protective Equipment Level "B" | 10 | Sets | X | \$ | = | \$ | |
| 93 | Personal Protective Equipment Level "C" | 500 | Sets | X | \$ | = | \$ | |
| 94 | Personal Protective Equipment Level "D" | 2500 | Sets | X | \$ | = | \$ | |
| 95 | 55 Gallon Bags | 200 | Each | X | \$ | = | \$ | |
| 96 | Disinfectant, One Gallon | 50 | Gallons | X | \$ | = | \$ | |
| 97 | Solid-A-Sorb, or Equal, 25 lb. Bag To be billed per pound as used. | 60 | Pounds | X | \$ | = | \$ | |
| 98 | Citrus-Based Solvent Degreaser (Biodegradable), or Equal, One Gallon | 50 | Gallon | X | \$ | = | \$ | |
| 99 | Acid Transfer Pump, Hand Operated | 40 | Each | X | \$ | = | \$ | |
| 100 | Rags | 250 | Each | X | \$ | = | \$ | |
| 101 | Wire brushes, scrapers | 225 | Each | X | \$ | = | \$ | |
| 102 | Vacuum Truck, Price to be paid in 15 minute increments of in service time | 100 | Per Hour | X | \$ | = | \$ | |
| 103 | Pressure Washer, Price to be paid in 15 minute increments of in service time | 100 | Per Hour | X | \$ | = | \$ | |
| 104 | Analytical Testing, Pricing to be cost (+ %) not to exceed 5% | cost + 1. ___% | | | | | | _____% |
| 105 | Scheduled routine pickups for Hazardous Waste for any other department, on an as needed basis, per bid specifications. | 30 | Each | X | \$ | = | \$ | |
| TOTAL LOT 2 – HAZARDOUS & NON-HAZARDOUS WASTE | | | | | | | \$ | |
| LOT 3 - VEHICLE PROJECTS | | | | | | | | |
| <p>All costs listed shall include personnel, equipment, vehicles, materials, supplies, and disposal, as required by contract. If call is a bio-hazard, bidder, will be paid at bio-hazardous waste rate. A non-bio-hazard call will be paid at the non-bio-hazard rate.</p> | | | | | | | | |
| 106 | Biohazard Cleanup and Disposal - Sedan or Small SUV Cost shall include certified technician to abate, clean, sanitize, disinfect, and deodorize vehicle and to properly dispose of biohazard waste cleanup materials, per bid specifications | 15 | Each | X | \$ | = | \$ | |
| 107 | Biohazard Cleanup and Disposal - Van or Truck Cost shall include certified technician to abate, clean, sanitize, disinfect, and deodorize vehicle and to properly dispose of biohazard waste cleanup materials, per bid specifications | 10 | Each | X | \$ | = | \$ | |
| 108 | Thermo Fogging Spray , if required | 40 | Each | X | \$ | = | \$ | |

| | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|------|---|----|---|----|
| 109 | Non-biohazard Cleanup and Disposal, Sedan or Van Cost shall include qualified technician to clean, sanitize, disinfect, and deodorize vehicle and to properly dispose of non-biohazard waste cleanup materials per bid specifications | 15 | Each | X | \$ | = | \$ |
| TOTAL LOT 3 – VEHICLE PROJECTS | | | | | | | \$ |
| LOT 4 - SCHEDULED PROJECTS | | | | | | | |
| All costs listed shall include personnel, equipment, vehicles, materials, supplies, and disposal, as required by contract. | | | | | | | |
| 110 | Coroner's Office Filters , as needed, per bid specifications. | 12 | Each | X | \$ | = | \$ |
| 111 | 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 | Each | X | \$ | = | \$ |
| 112 | Sand/Oil Interceptors , as needed, Sample, Analyze, Remove wastes, clean, and properly dispose of wastes in sand/oil interceptors per bid specifications. (approximately a 4 hour project) | 18 | Each | X | \$ | = | \$ |
| 113 | Sewage Overflows/Fecal Debris Cleanup , as needed, to remove, clean, disinfect, and properly dispose of areas containing fecal matter.(Approximately a 3 hour project) | 20 | Each | X | \$ | = | \$ |
| 114 | Avian Feces Removal , as needed. Abate, clean, disinfect, and dispose of avian feces on facilities per bid specifications. (Approximately a 7 hour project) | 12 | Each | X | \$ | = | \$ |
| TOTAL FOR LOT 4 - SCHEDULED PROJECTS | | | | | | | \$ |
| GRAND TOTAL LOTS 1, 2, 3, & 4 | | | | | | | \$ |

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. _____, dated _____ | Addendum No. _____, dated _____ |
| Addendum No. _____, dated _____ | Addendum No. _____, dated _____ |
| Addendum No. _____, dated _____ | Addendum No. _____, dated _____ |

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 OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY STATE, ZIP

FAX NUMBER OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION:

| | |
|--------------------------|----------------------|
| _____ CURRENT STATE | _____ LICENSE NO. |
| _____ CURRENT COUNTY: | _____ LICENSE NO. |
| _____ CURRENT CITY: | _____ LICENSE NO. |

| | |
|----------------------|---------------------------|
| _____ ISSUE DATE: | _____ EXPIRATION DATE: |
| _____ ISSUE DATE: | _____ EXPIRATION DATE: |
| _____ ISSUE DATE: | _____ EXPIRATION DATE: |

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE NBE LBE 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.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES**LARGE BUSINESS ENTERPRISE (LBE):**

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

**ATTACHMENT 1
BID NO. 603359-14
ANNUAL REQUIREMENTS CONTRACT FOR HAZARDOUS WASTE DISPOSAL SERVICES**

SUBCONTRACTOR INFORMATION

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE 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 NBE
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE
5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE
6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE
7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

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

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 CONTRACT and any renewal periods.
2. BEST KEY RATING
COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.
3. COUNTY COVERAGE
COUNTY, 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.
4. ENDORSEMENT / CANCELLATION
SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. 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.
5. DEDUCTIBLES
All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.
6. 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**.
7. COMMERCIAL GENERAL LIABILITY
Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
8. AUTOMOBILE LIABILITY
Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under CONTRACT.
9. 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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.

10. 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.

11. ADDITIONAL INSURANCE

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

12. 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, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

13. COST

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

14. 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.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in 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)
 - (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 Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: 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**

**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), or Physically-Challenged Business Enterprise (PBE). 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 Enterprise (VET):

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

Disabled Veteran Owned Enterprise (DVET):

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

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.

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.

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, University Medical Center of Southern Nevada, 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).

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 | | | | | | |
| <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: | | | | | | |
| MBE | WBE | DBE | PBE | SBE | VET | DVET |
| Minority Owned | Women Owned | Disabled | Physically Challenged | Small Business | Veteran Owned | Disabled Veteran Owned |
| Corporate/Business Entity Name: | | | | | | |
| (Include d.b.a., if applicable) | | | | | | |
| Street Address: | | | | Website: | | |
| City, State and Zip Code: | | | | POC Name and Email: | | |
| Telephone No: | | | | Fax No: | | |
| Local Street Address: | | | | Website: | | |
| City, State and Zip Code: | | | | Local Fax No: | | |
| Local Telephone No: | | | | Local POC Name Email: | | |
| Number of Clark County Nevada Residents Employed: | | | | | | |

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small> |
|-----------|-------|----------------------------------------------------------------------------------------------------|
| | | |
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| | | |

This section is not required for publicly-traded corporations.

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

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

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

Yes No (If yes, please 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

Title

Print Name

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 |
|-------------------------------------|-------------------------------------------------------|-------------------------------------------------|------------------------------------------------|
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* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

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

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

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

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative