

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603594-15

ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

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. 603594 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 **MARCH 2, 2015** at **10:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106 in the Gold Conference Room. 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 Jim Haining, Senior Purchasing Analyst, at (702) 455-4230 no later than **FRIDAY, FEBRUARY 27, 2015**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **MARCH 10, 2015** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

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I – INSTRUCTION TO BIDDERS

BID NO. 603594-15 ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

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 Forensic Toxicology Tests for use by the Clark County Office of the Coroner/Medical Examiner.

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, 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. **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.
- N. **Purchasing Manager:** The Clark County Purchasing Manager or their designee responsible for the Purchasing and Contracts Division.
- O. **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.
- P. **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.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Jim Haining, Senior Purchasing Analyst, telephone number (702) 455-4230 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be William Gazza, Coroner Investigative Forensic Supervisor, Office of the Coroner/Medical Examiner, telephone number (702) 455-3210.

4. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Jim Haining, Senior Purchasing Analyst, telephone number (702) 455-4230 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the designated contact will be William Gazza, Coroner Investigative Forensic Supervisor, Office of the Coroner/Medical Examiner, telephone number (702) 455-3210.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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."

10. 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.

11. SUBCONTRACTOR INFORMATION

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

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.**

17. 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 Purchasing and Contracts Division, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway P.O. Box 551217 Las Vegas, Nevada 89155-1217	Clark County Government Center Attn: Purchasing and Contracts, 4th Floor 500 South Grand Central Parkway Las Vegas, Nevada 89106

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

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

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

18. 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.

19. 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).

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 Manager its written notice of intent to appeal the decision to the BCC. The Purchasing Manager 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 Manager 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.

26. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis, contingent upon the submission of all requested documents within the timelines specified, unless an extension is approved by COUNTY. Bidders must bid on all items to be considered responsive.

27. LETTER OF AWARD

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

28. INITIAL TERM

The initial term of CONTRACT shall be from July 1, 2015 through June 30, 2016.

29. CONTRACT RENEWAL

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

30. CONTRACT EXTENSION

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

31. PRICE ADJUSTMENT REQUESTS

Commencing on the date of award, prices shall not be subject to change during the initial 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 Manager, 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 year. 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.

Consumer Price Index (CPI) – All Urban Consumers, U.S. City Average, All Items. Series ID: CUUR0000SA0 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or three (3) percent for an increase or decrease.

- Suitable Proof: Print-out of CPI index and calculated increase.

32. STATE OF NEVADA LEGAL HOLIDAYS

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

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

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

II -GENERAL CONDITIONS

BID NO. 603594-15

ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

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 nonperformance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION

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

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

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

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

18. INDEMNITY

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

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within thirty (30) calendar days of the delivery of the product or completion of the work. 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. ENTITIES AUTHORIZED TO USE THE BID

It is hereby understood that the governmental entities listed below may utilize this bid at their option to obtain products at the bid price throughout the term as specified in this document.

- Las Vegas Metropolitan Police Department
- University Medical Center

39. 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. 603594-15

ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

Clark County is seeking a qualified private laboratory to supply Forensic Toxicology analysis services on an as needed basis as determined by the Clark County Coroner/Medical Examiner's Office. Currently, there are approximately 250 post mortem specimens per month that require toxicology analysis testing.

1. REQUEST FOR TOXICOLOGY ANALYSIS TESTING:

On a case by case basis, the Clark County Coroner/Medical Examiner's Office will submit post mortem specimens and/or ante mortem hospital samples for toxicology testing to Successful Bidder along with a toxicology analysis request form that will include the Coroners case number, first and last name of the decedent, date of death, age, a brief circumstance of the death (i.e. high profile, death in custody), and the type of samples that are being submitted. The toxicology analysis requisition form will also detail the analysis being requested (i.e. Coroner's Complete Drug Screen, Carbon Monoxide, specific direct analysis) and may list all drugs and prescription medications available to the decedent, when necessary.

2. TESTING CAPABILITIES:

Successful Bidder must be able to provide comprehensive and specific direct testing capabilities of the submitted samples for screening, confirmation and quantitation drugs of abuse and prescription/over the counter drugs in various matrixes. When possible, toxicology analysis testing will be done on cardiac and/or peripheral blood samples. Frequently, additional testing may be required to verify results on other samples, including but not limited to central blood, vitreous humor, urine, bile, gastric contents, liver, kidney, brain, lung, hair, and decomposition fluid. All tests performed must adhere to stringent Quality Assurance measures identified herein.

3. TURN-AROUND TIME:

Turn-around time, from the time of receipt of samples to the reporting date, for any and all Coroner cases submitted to Successful Bidder shall not exceed seven (7) working days for negative test results and no more than fourteen (14) working days for positive test results unless otherwise pre-authorized by COUNTY. Average turn-around time of all standard panel test results shall exceed ninety percent (90%) within ten (10) days of sample receipt.

4. REPORTS:

All toxicology analysis reports must be accurate and easy to read using common units of measure. Reliable drug ranges should also be included in the report for reference purposes. Successful Bidder shall provide the source for drug level reference ranges to the Coroner/Medical Examiner's Office. Successful Bidder shall provide, at no additional cost to COUNTY, all positive test results data and a signed electronic PDF toxicology report into COUNTY's Web based CME software format developed by VertiQ. Additionally, the reports shall provide of all testing results, both positive and negative.

5. CONFIDENTIALITY:

Under any circumstance, Successful Bidder must not disclose any case information to any person who is not authorized to receive case information by COUNTY.

6. SUPPLIES AND OTHER SERVICES PROVIDED BY SUCCESSFUL BIDDER:

Successful Bidder will supply appropriate sample containers, labels, seals, and transport containers. Cost of specimen containers, labels, seals and transport containers will be included in pricing.

Successful Bidder will be responsible for arranging the transport of specimens from COUNTY to Successful Bidder by utilizing a courier service. Successful Bidder's courier service will be required to package all of COUNTY'S case-sealed submission containers by placing them in a cooler-type package along with cooling/ice-type packs to ensure that all of the samples are appropriately temperature maintained throughout the transport. Successful Bidder's courier service will then label, coordinate and deliver the package(s) to the transport service for overnight delivery to Successful Bidder. The frequency of this service shall be determined by the Coroners Department, however, typical courier service pickup shall be daily, Monday through Friday, with pickup between 9 am and 4 pm Pacific at Coroner's Office, 1704 Pinto Lane, Las Vegas, NV 89106.

Cost of transporting specimens will be included in the contractual fee schedule. It is permissible for Successful Bidder to use a reliable courier company that has no moral or legal conflict of interest with COUNTY for transportation to and from COUNTY and Successful Bidder.

7. SPECIMEN HANDLING AND CHAIN OF CUSTODY:

COUNTY'S staff is responsible for properly identifying, correctly labeling, assigning a case number to, sealing, and storing each and every case sample from the specimen; thereby establishing a secure chain of custody for each and every Coroner case sample from the specimen.

8. RETENTION AND DISPOSAL OF SAMPLES:

Unless otherwise notified, Successful Bidder will be responsible for storing all COUNTY Coroner specimens for a minimum of one (1) year in a secure area, at a refrigerated temperature necessary to retain specimen integrity, to ensure capability for future test requirements.

9. COURT APPEARANCE TESTIMONY:

Successful Bidder shall be capable of providing expert witness services for testimony in court upon request.

Successful Bidder will quote hourly and *per diem* costs for court appearances, depositions, preparation time and interviews by COUNTY'S officials and representatives. These hourly or *per diem* rates will be included in the contractual Fee Schedule. Per Diem rates shall include lodging and meals. Transportation (coach class airline tickets and mid-sized car rental) shall be reimbursed at actual cost supported by original receipts. Mileage fee shall not exceed the IRS reimbursement rate.

10. EXPERIENCE AND QUALIFICATIONS:

Successful Bidder's laboratory shall be independent and accredited by American Board of Forensic Toxicology (ABFT) and/or the American Society for Crime Laboratory Directors – Laboratory Accredited (ASCLD-LAB). It should be noted that NIDA/SAMSHA, CLIA, and CAP certifications are not applicable to testing in the criminal setting and thus, are not adequate substitutes for ABFT certification. Laboratory shall have a minimum of five (5) years acceptable specific experience in Toxicological and Forensic Tests and Analysis.

The Laboratory Director shall possess specific documented qualifications that include a doctoral degree in a biological or chemical discipline and at least three years of full-time laboratory experience in forensic toxicology analysis; or a Master's degree in a biological or chemical discipline and at least five years of full-time laboratory experience in forensic toxicology analysis. The Director shall have documented training and/or experience in forensic applications of analytical toxicology. The Director shall also have knowledge and adhere to the national standards for legally defensible testing and evidentiary procedures in the area of post mortem death investigations that apply when toxicological specimens are acquired, processed and stored, and when toxicological data are submitted as a part of a legal proceeding. Toxicologists assigned to the responsibility must be certified by the American Board of Forensic Toxicology (DABFT) as well as the various courts of the United States and other medical legal organizations.

Laboratory personnel should include:

- A person who has sufficient training and experience to be familiar with all administrative and testing procedures. In the director's absence, he or she will supervise the work of all analysts; perform full and complete scientific review of all test data.
- One or more analysts who are capable of performing a variety of test procedures for alcohol, drugs, and other chemicals; an analyst will supervise and review the work of less experienced technicians, and may supervise a section in a larger laboratory.
- An analyst(s) who is (are) capable of performing tests for one or several analyses, and who is (are) certified in each procedure by the Laboratory Director.

11. TRAINING OF STAFF:

The Laboratory Director will be responsible for training and monitoring the work of all laboratory personnel. Since forensic toxicology laboratories handle controlled substances and generate results essential to the criminal justice system, the director, to the extent practical or permitted by law, will exert reasonable efforts to ensure that all personnel meet ethical and moral standards.

The Laboratory Director will be responsible for providing a complete, up-to-date procedure manual that is available to and followed by all laboratory personnel performing tests. The Director will also be responsible for establishing a procedure for validating new analytical methodologies and for maintaining a quality assurance program to ensure the proper performance of tests and the reporting of all test results.

12. STANDARD OPERATING PROCEDURES:

The laboratory shall maintain standard operating procedures that include detailed descriptions of procedures for sample receiving, accessioning, chain-of-custody, analysis, quality assurance and quality control, review of data, and reporting.

13. QUALITY CONTROL:

Quality control (QC) is designed to give validity to testing results. QC is performed with each analysis and includes but is not limited to, maintenance of reference standards, calibration standards, internal standards, and quality control material. A control sample is a test sample with a known drug identity and level that realistically mirrors a drug and monitors the performance of the assay by testing the linearity of the calibration over a concentration range. An adequate set of controls should include a sample that does not contain a drug (negative control) and a sample containing the drug reflected in the test run (positive control). The laboratory shall record the data of the positive and negative control samples for each run with each batch of specimens and be able to present documentation of the data upon request.

14. CONFIRMATION:

All confirmations should be performed by a second and unrelated methodology. If immunoassay is utilized for screening then a chromatography or non-immunoassay method must be used for quantification and confirmation. When possible, the confirmatory test (secondary test) should be more specific and sensitive than the first test for the drug analyte. The use of mass spectrometry is recommended as a confirmatory technique. The same detection method for screening is not to be used for confirmation and quantification and shall be documented for each sample run. The laboratory shall present documentation of the screening and confirmation data upon request.

15. REPORTING:

The laboratory director and/or designee will review all data to verify the accuracy of the report and to verify that procedures and quality controls were performed according to the accepted protocol of the laboratory which is stated in the SOP manual. At a minimum, the review of data shall include: chain of custody documentation, validity of analytical data such as runtime and shape of chromatographic peak, calculation, and quality control data. Where possible, the results shall be reviewed within context of case history and autopsy findings. A toxicologist, certified by the American Board of Forensic Toxicology (DABFT), shall issue report of findings. The report shall include all information necessary to identify a case and include test results for each test performed. The laboratory shall be able to present documentation of the review of data on any case.

16. PROFICIENCY TESTING:

Proficiency testing maintains confidence in the laboratory's analytical methods. Therefore, testing should be subjected to independent evaluation. Proficiency testing programs used must mirror the complex diversity of the postmortem toxicology laboratory. The program should monitor the qualitative and quantitative abilities of the laboratory, which assays multiple drugs in multiple biological matrices. The laboratory may need to subscribe to several proficiency programs, but must participate in recognized peer quality control programs (i.e. College of American Pathologist (CAP) Forensic Toxicology Proficiency Testing Program, Federal Aviation Administration CAMI-PFT-PT program).

Proficiency programs used by Successful Bidder's laboratory are to routinely contain specimens of a similar matrix as those used for post-mortem forensic toxicology analysis. Proficiency programs specializing in urine matrices are not to be considered appropriate control programs for coroner's specimens that are likely to be whole blood specimens. The results of the proficiency testing shall be available to the Coroner upon request to demonstrate laboratory proficiency. If deficiencies are noted in any such program, the laboratory shall take corrective action when test results are outside acceptable limits. The laboratory must present documentation of corrective action upon request.

17. CONSULTATION:

Successful Bidder shall have at least one full-time ABFT board certified toxicologist readily available, during normal business hours, for consultation about the results generated by its analysis and the significance of such findings, at no additional cost to the Coroner.

18. ADDITIONAL TEST REQUIREMENTS:

Prices for testing not ordinarily performed and not on the Contractual Fixed-Fee-Schedule, which may require specimens to be sent to an outside laboratory (subcontractor), must be agreed to by COUNTY, in writing, prior to performing such tests.

19. LICENSE:

Successful Bidder must possess the appropriate laboratory licenses as required by the Federal Government, State, and County, to include, but not limited to a Drug Enforcement Administration License. Successful Bidder shall provide photocopies of all appropriate licenses within twenty-four (24) hours of written request by COUNTY.

20. DETERMINATION OF RESPONSIVE BIDDER:

Award will be issued to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may require any or all of the following information, upon written request by COUNTY:

- A. Documentation of qualification in meeting the minimum requirements of Laboratory Quality Assurance as defined herein.
- B. Information on the administrative and fiscal resources necessary to provide and manage the proposed services.
- C. A minimum of five (5) current years of continuous experience providing Post Mortem Forensic toxicology analysis on post mortem human samples, including blood, urine, vitreous humor, tissue, bile, gastric, and other matrixes.
- D. A minimum of five (5) references from agencies other than Clark County Coroner/Medical Examiner's Office that the Bidder has contracted with for the same services as requested in this RFP.
- E. Confirmation of no outstanding or pending complaints as determined through the applicable State's Department of Consumer Affairs.
- F. A brief resume of all similar projects your firm has performed for the past three (3) years. Each project listed shall include the name and phone number of a contact person for the project for review purposes.
- G. Documentation of the Bidder's history of adherence to budget and schedule constraints.
- H. Historical proof of capability of handling a minimum of 250 post mortem cases per month.

21. RELEASE OF INFORMATION:

No news releases, advertisements, public announcements, or photographs arising out of the CONTRACT or SUCCESSFUL BIDDER'S relationship with COUNTY may be made or used without prior written approval of COUNTY.

22. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of COUNTY'S written request:

- A. Completed "Disclosure of Ownership" form.
- B. Appropriate laboratory licenses as required by the Federal Government, State, and County, to include, but not limited to a Drug Enforcement Administration License.
- C. Any of the documentation listed in Section 20 – DETERMINATION OF RESPONSIVE BIDDER above.

IV - TECHNICAL SPECIFICATIONS

BID NO. 603594-15 ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

It is the intent of these specifications to provide toxicology panel tests that will conform to the specifications, and be suitable for continuous use by COUNTY. The toxicology panel tests offered shall conform to the specifications provided below.

These specifications shall be construed as minimum requirements. Should current published data or specifications exceed these, they shall be considered as minimum and be furnished by Bidder. For all toxicology tests performed, sensitivity levels for each test shall be based on Successful Bidders standard levels for legally defensible testing and evidentiary procedures.

Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder MUST complete the attached **Exhibit A - Deviations to Technical Specifications** and submit it to the Purchasing Analyst at least five (5) business days prior to the scheduled **BID OPENING**. It shall be the sole responsibility of the Bidder to ensure that the Purchasing Analyst has been properly notified, **PRIOR TO THE BID OPENING DATE** of the Bidder's deviation to the Technical Specifications.

The following encompasses the testing panels associated with **Bid Form Line Item 1, Line Item 3 and Line Item 5**. These represent the minimum screen requirements for **Basic Toxicology Screen**, confirmation and quantitation.

Basic Toxicology Drug Screen Panel			
2-Ethylidene- 1,5-Dimethyl-3,3-Diphenylpyrrolidine (EDDP)	Butabarbital	Fentanyl	Norpseudoephedrine
3,4-methylenedioxyamphetamine (MDA)	Butalbital	Flurazepam	Opiates
3,4-methylenedioxyethylamphetamine (MDEA)	Cannabinoids	Hydrocodone	Oxazepam
3,4-methylenedioxymethamphetamine (MDMA)	Chlordiazepoxide	Hydromorphone	Oxycodone
6-Monoacetylmorphine	Clobazam	Hydroxyethylflurazepam	Oxymorphone
7-Amino Clonazepam	Clonazepam	Hydroxytriazolam	Pentobarbital
11-Hydroxy Delta-9THC	Cocaethylene	Isopropanol	Phencyclidine
Acetone	Cocaine / Metabolites	Lorazepam	Phendimetrazine
Alpha-Hydroxyalprazolam	Codeine	Methadone	Phenmetrazine
Alprazolam	Delta-9 Carboxy THC	Methamphetamine	Phenobarbital
Amobarbital	Delta-9 THC	Methanol	Phentermine
Amphetamine	Desalkylflurazepam	Methylephedrine	Phenylpropanolamine
Barbiturates	Diazepam	Midazolam	Pseudoephedrine
Benzodiazepine	Dihydrocodine/Hydrocodol	Morphine	Secobarbital
Benzoylcegonine	Ephedrine	Norbuprenorphine	Selegiline
Blood Alcohol Concentration (BAC)	Estazolam	Nordiazepam	Temazepam
Buprenorphine / Metabolite	Ethanol	Norfentanyl	Triazolam

The following encompasses the tests associated with **Bid Form Line Item 2, Line Item 4 and Line Item 6**. These represent the minimum screen requirements for **Comprehensive (Full) Toxicology Screen**, confirmation and quantitation.

Comprehensive (Full) Toxicology Screen			
2-Ethyl-5-methyl-3,3-diphenylpyrrolidine (EMPD)	3,4-methylenedioxyethylamphetamine (MDEA)	5-Methoxy-N,N-Diisopropyltryptamine	7-Amino Flunitrazepam
2-Ethylidene- 1,5-Dimethyl-3,3-Diphenylpyrrolidine (EDDP)	3,4-methylenedioxymethamphetamine (MDMA)	6-methoxy-2-naphthylacetic acid	10-Hydroxycarbazepine
3,4-(methylenedioxyphenyl)-2-butanamine (BDB)	4-Bromo-2,5-Dimethoxyphenethylamine	6-monoacetylmorphine	11-Hydroxy Delta-9 THC
3,4-methylenedioxyamphetamine (MDA)	4-Hydroxy-Tamoxifen	7-Amino Clonazepam	Acepromazine

Comprehensive (Full) Toxicology Screen Panel - Continued			
Acetaminophen	Carbamazepine	Desmethylmianserin	Fluphenazine
Acetaohexamide	Carbamazepine-10, 11-Expoide	Desmethylmirtazapine	Flurazepam
Acetone	Carbinoxamine	Desmethylsertraline	Fluvoxamine
Alfentanil	Carbomal	Desmethylterbinafine	Gabapentin
Allobarbitol	Carisprodol	Desmethyltrimipramine	Galantamine
Alpha-Hydroxyalprazolam	Cathine / Phenylpropanolamine	Dextro / Levo Methorphan	Gemfibrozil
Alphaprodine	Cathinone	Dextrorphan / Levorphanol	Glutethimide
Alphenal	Cetirizine	Diazepam	Gualfenesin
Alprazolam	Chlorcyclizine	Dicyclomine	Haloperidol
Amantadine	Chlordiazepoxide	Diethylpropion	Hexobarbital
Amitriptyline	Chlormezanone	Dihydrocodeine / Hydrocodol	Hydrastine
Amlodipine	Chlorophene	Diltiazem	Hydrocodone
Amobarbital	Chlorpheniramine	Dimethyltryptamine	Hydroethylflurazepam
Amoxapine	Chlorphentermine	Diphenhydramine	Hydromorphone
Amphetamine	Chlorpromazine	Diphenoxylate	Hydroxycotinine
Antipyrine	Chlorpropamide	Disopyramide	Hydroxybupropion
Aprobarbital	Chlorzozazone	Donepezil	Hydroxychloroquine
Atomoxetine	Cinnamoylcocaine	Dothiepin	Hydroxytriazolam
Atropine	Cinnarizine	Doxapram	Hydroxyzine
Azatadine	Cis-Thiothixene	Doxepin	Ibuprofen
Barbital	Citalopram / Escitalopram	Doxylamine	Imipramine
Benzococaine	Clemastine	Duloxetine	Isopropanol
Benzodiazepine	Clobazam	Endoxifen	Ketamine
Benzoic Acid, 4-Amino-, Methyl Ester	Clomipramine	Ephedrine / Pseudoephedrine	Lamotrigine
Benzoyllecgonine	Clonazepam	Estazolam	Laudanosine
Benzphetamine	Clozapine	Eszopiclone / Zopiclone	Leucocystal Violet
Benztropine	Cocaethylene	Ethanol	Levamisole
Beta-Phenethylamine	Cocaine / Metabolites	Ethinamate	Levetiracetam
Biperiden	Codeine	Ethosuximide	Lidocaine
Blood Alcohol Concentration (BAC)	Coniine	Ethotoin	Loratadine
Bromocriptine	Continine	Ethycgonine	Lorazepam
Bromodiphenhydramine	Cyclizine	Ethylmorphine	Lorcainide
Brompheniramine	Cyclobenzaprine	Etodolac	Loxapine
Bupivacaine	Cyproheptadine	Etomidate	Lysergic acid diethylamide (LSD)
Buprenorphine / Metabolite	Delta-9 Carboxy THC	Felodipine	Maprotiline
Bupropion / Metabolite	Delta-9 THC	Fenfluramine	Mazindol
Buspirone	Desalkylflurazepam	Fenoprofen	Meclizine
Butabarbital	Descarboethoxyloratadine	Fentanyl	Melfloquine
Butalbital	Desipramine	Flecainide	Memantine
Butorphanol	Desmethylchomipramine	Fluconazole	Meperidine
Caffine	Desmethylcitalopram	Flunitrazepam	Mephentermine
Cannabinoids/THC	Desmethyldoxepin	Fluoxetine	Mephenytoin

Comprehensive (Full) Toxicology Screen Panel - Continued			
Mephobarbital	Nifedipine	Phendimetrazine	Tamoxifen
Mepivacaine	N-methyl-1-(3,4-methylenedioxyphenyl)-2-butanamine (MBDB)	Pheniramine	Temazepam
Meprobamate	Norbuprenorphine	Phenmetrazine	Terbinafine
Mescaline	Norclozapine	Phenobarbital	Tertahydrozoline
Mesoridazine	Norcodeine	Phensuximide	Tetracaine
Metaxalone	Norcyclobenzaprine	Phentermine	TFMPP
Methadone & Metabolites	Nordiazepam	Phenylbutazone	Thenylidiamine
Methamphetamine	Nordoxepin	Phenylethylmalonamide (PEMA)	Theobromine
Methanol	Norfenfluramine	Phenylpropanolamine	Theophylline
Methapyrilene	Norfentanyl	Phenyltoloxamine	Thiamylal
Methaqualone	Norfluoxetine	Phenytoin	Thiopental
Metharbital	Norfunitrazepam	Prazepam	Thioridazine
Methcathinone	Norhydroxyzine	Primidone	Thiothixene
Methdilazine	Norketamine	Procainamide	Ticlopidine
Methocarbamol	Normeperidine	Procaine	Tiletamine
Methoclopramide	Normephenytoin	Prochlorperazine	Timolol
Methohexital	Normethsuximide	Procyclidine	Topiramate
Methorphan	Noroxycodone	Promazine	Tramadol / Metabolite
Methotrimeprazine	Norpropoxyphene	Promethazine	Tranlycypromine
Methsuximide	Norpropoxypheneamide	Propafenone	Trazodone / Metabolite
Methylecgonine	Norpseudoephedrine	Propiomazine	Triazolam
Methylephedrine	Nortriptyline	Propoxyphene	Trifluoperazine
Methylphenidate	O-Desmethyltramadol	Propranolol	Triflupromazine
Methylprimidone	O-Desmethylvenlafaxine	Protriptyline	Trihexyphenidyl
Methylpropylsuccinimide	Olanzapine	Pryimethamine	Trimeprazine
Methypylon	Opiates	Pseudoephedrine	Trimethobenzamide
Metoprolol	Orphenadrine	Pyrilamine	Trimethoprim
Mexiletine	Oxazepam	Quetiapine	Trimipramine
Mianserin	Oxcarbazepine	Quinidine	Tripelennamine
Mirtazapine	Oxybutynin	Quinine	Tripolidine
Molindone	Oxycodone	Ramelteon	Venlafaxine / Metabolite
Monoethylglycinexylidide (MEGX)	Oxymetazoline	Reboxetine	Verapamil
Morphine	Oxymorphone	Ritalinic Acid	Warfarin
N-Acetylprocainamide	Oxyphenbutazone	Ropinirole	Xylazine
Naproxen	Papervine	Ropivacaine	Yohimbine
Naxone/ltre	Para-Methoxy-Amphetamine	Salicylates	Zaleplon
N-Benzylpiperazine	Paroxetine	Scopolamine	Zolazepam
N-Desmethylselegiline	Pentazocine	Secobarbital	Zolpidem
N-Desmethyltamoxifen	Pentobarbital	Selegiline	Zonisamide
N-Ethylamphetamine	Pentoxifylline	Sertraline	Zotepine
Nevirapine	Pergolide	Strychnine	
Nicardipine	Phenacetin	Sufentanil	
Nicotine	Phencyclidine	Talbutal	

Bid Form Line Item 8 through Line Item 120, represent additional **Direct Analysis Testing**, confirmation and quantitation, occasionally added on with or following the Basic Toxicology Screen Panel and/or Comprehensive (Full) Toxicology Screen Panel testing.

The following encompasses the testing panels associated with **Bid Form Line Item 80 through 85**. These represent the minimum screen requirements for **Basic Toxicology Screen**, confirmation and quantitation.

Metals/Metalloids Acute Poisoning Panel			
Antimony	Bismuth	Mercury	Thallium
Arsenic	Lead	Selenium	

The following encompasses the testing panels associated with **Bid Form Line Item 86**. These represent the minimum screen requirements for **Basic Toxicology Screen**, confirmation and quantitation.

Drugs of Abuse Panel, Hair			
Amphetamines	Cocaine / Metabolites	Opiates	Propoxyphene
Barbiturates	Methadone	Oxycodone	
Benzodiazepines	Methamphetamine	Phencyclidine	

The following encompasses the testing panels associated with **Bid Form Line Item 87**. These represent the minimum screen requirements for **Synthetic Cannabinoids Screen**, confirmation and quantitation.

Synthetic Cannabinoids Screen			
A-796260	JWH-018	JWH-081	JWH-250
AM-1248	JWH-018 5-chloropentyl	JWH-122	RCS-4
AM-2201	JWH-019	JWH-200	RCS-8
AM-2233	JWH-022	JWH-203	UR-144
AM-694	JWH-073	JWH-210	XLR-11

The following encompasses the testing panels associated with **Bid Form Line Item 92 through Bid Form Line Item 95**. These represent the minimum screen requirements for **Bath Salts and Stimulants Designer Drugs**, confirmation and quantitation.

Bath Salts and Stimulants Designer Drugs			
2C-B	7-Hydroxymitragynine	MBZP	Naphyrone
2C-C	Amphetamine	MDA	O-Desmethyltramadol
2C-E	BZP	MDEA	PMA
2C-H	Buphedrone	MDMA	Pentadrone
2C-I	Butylone	MDPV	Pentylone
2C-N	Cathinone	Mephedrone	Phenazepam
2C-P	DBZP	Methamphetamine	Pyrovalerone
2C-T-2	DMAA	Methcathinone	TFMPP
2C-T-7	DOB	Methedrone	alpha-PVP
3,4-DMMC	DOM	Methoxetamine	mCPP
3-FMC	Ethylone	Methylone	
4-MEC	Flephedrone	Mitragynine	

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603594-15

ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS

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	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
1.	Basic Toxicological Drug Screen, incl. simple blood alcohol	Each	1500	\$	\$
2.	Comprehensive (Full) Toxicology Screen, incl. simple blood alcohol	Each	800	\$	\$
3.	Basic Toxicological Screen, Urine	Each	50	\$	\$
4.	Comprehensive Toxicological Screen, Urine	Each	75	\$	\$
5.	Basic Toxicological Screen, Tissue	Each	225	\$	\$
6.	Comprehensive Toxicological Screen, Tissue	Each	100	\$	\$
7.	Vitreous Electrolytes and Glucose	Each	1100	\$	\$
8.	Vitreous Ketone Panel	Each	15	\$	\$
9.	6-Monoacetylmorphine, Blood	Each	5	\$	\$
10.	6-Monoacetylmorphine, Fluid	Each	5	\$	\$
11.	6-Monoacetylmorphine, Urine	Each	15	\$	\$
12.	Carbon Monoxide, Blood	Each	45	\$	\$
13.	Carbon Monoxide, Tissue	Each	15	\$	\$
14.	Alprazolam, Blood	Each	5	\$	\$
15.	Alprazolam, Tissue	Each	5	\$	\$
16.	Atenolol, Blood	Each	5	\$	\$
17.	Atenolol, Tissue	Each	5	\$	\$
18.	Betahydroxybutyric Acid, Blood	Each	5	\$	\$
19.	Betahydroxybutyric Acid, Fluid	Each	5	\$	\$

Item No.	Description	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
20.	Betahydroxybutyric Acid, Urine	Each	5	\$	\$
21.	Cimetidine, Blood	Each	5	\$	\$
22.	Cimetidine, Urine	Each	5	\$	\$
23.	Clonidine, Blood	Each	5	\$	\$
24.	Clonidine, Tissue	Each	5	\$	\$
25.	Digoxin, Blood	Each	5	\$	\$
26.	Digoxin, Tissue	Each	5	\$	\$
27.	Diphenhydramine, Blood	Each	5	\$	\$
28.	Ephedrine, Fluid	Each	5	\$	\$
29.	Ephedrine, Tissue	Each	5	\$	\$
30.	Ephedrine, Urine	Each	5	\$	\$
31.	Fentanyl and Metabolite, Blood	Each	5	\$	\$
32.	Fentanyl and Metabolite, Tissue	Each	5	\$	\$
33.	Fentanyl and Metabolite, Urine	Each	5	\$	\$
34.	Flunitrazepam and Metabolites, Blood	Each	5	\$	\$
35.	Flunitrazepam and Metabolites, Tissue	Each	5	\$	\$
36.	Flunitrazepam and Metabolites, Urine	Each	5	\$	\$
37.	Furosemide, Blood	Each	5	\$	\$
38.	Furosemide, Urine	Each	5	\$	\$
39.	Glyburide, Blood	Each	5	\$	\$
40.	Glyburide, Fluid	Each	5	\$	\$
41.	Haloperidol, blood	Each	5	\$	\$
42.	Haloperidol, Tissue	Each	5	\$	\$
43.	Hydrochlorothiazide, Blood	Each	5	\$	\$

Item No.	Description	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
44.	Hydrochlorothiazide, Tissue	Each	5	\$	\$
45.	Metoprolol, Blood	Each	5	\$	\$
46.	Metoprolol, Urine	Each	5	\$	\$
47.	Phenelzine, Blood	Each	5	\$	\$
48.	Phenelzine, Tissue	Each	5	\$	\$
49.	Pregabalin, Blood	Each	5	\$	\$
50.	Pregabalin, Urine	Each	5	\$	\$
51.	Propranolol, Blood	Each	5	\$	\$
52.	Propranolol, Tissue	Each	5	\$	\$
53.	Quaternary Ammonium Neuromuscular Blocking Agents, Blood	Each	5	\$	\$
54.	Ranitidine, Blood	Each	5	\$	\$
55.	Ranitidine, Urine	Each	5	\$	\$
56.	Risperidone & Metabolite, Blood	Each	5	\$	\$
57.	Risperidone and Metabolite, Urine	Each	5	\$	\$
58.	Sildenafil and Metabolite, Blood	Each	5	\$	\$
59.	Sildenafil and Metabolite, Urine	Each	5	\$	\$
60.	Strontium, Blood	Each	5	\$	\$
61.	Valproic Acid, Blood	Each	5	\$	\$
62.	Valproic Acid, Fluid	Each	5	\$	\$
63.	Valproic Acid, Tissue	Each	5	\$	\$
64.	Arsenic, Blood	Each	15	\$	\$
65.	Arsenic, Fluid	Each	5	\$	\$
66.	Arsenic, Hair	Each	5	\$	\$
67.	Arsenic, Nails	Each	5	\$	\$

Item No.	Description	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
68.	Arsenic, Tissue	Each	5	\$	\$
69.	Arsenic, Urine	Each	5	\$	\$
70.	Cyanide, Blood	Each	20	\$	\$
71.	Strychnine, Blood	Each	20	\$	\$
72.	Strychnine, Fluid	Each	5	\$	\$
73.	Strychnine, Tissue	Each	5	\$	\$
74.	Strychnine, Urine	Each	5	\$	\$
75.	Lead, Blood	Each	5	\$	\$
76.	Lead, Fluid	Each	5	\$	\$
77.	Lead, Hair	Each	5	\$	\$
78.	Lead, Nails	Each	5	\$	\$
79.	Lead, Tissue	Each	5	\$	\$
80.	Metals/Metalloids Acute Poisoning, Blood	Each	25	\$	\$
81.	Metals/Metalloids Acute Poisoning, Fluid	Each	5	\$	\$
82.	Metals/Metalloids Acute Poisoning, Hair	Each	5	\$	\$
83.	Metals/Metalloids Acute Poisoning, Nails	Each	5	\$	\$
84.	Metals/Metalloids Acute Poisoning, Tissue	Each	5	\$	\$
85.	Metals/Metalloids Acute Poisoning, Urine	Each	5	\$	\$
86.	Drugs of Abuse Screen (10 Panel), Hair	Each	5	\$	\$
87.	Synthetic Cannabinoids Screen, Blood	Each	50	\$	\$
88.	Synthetic Cannabinoids Screen, Urine	Each	5	\$	\$
89.	Gamma-Hydroxybutyric Acid, Blood	Each	25	\$	\$
90.	Gamma-Hydroxybutyric Acid, Fluid	Each	5	\$	\$
91.	Gamma-Hydroxybutyric Acid, Tissue	Each	5	\$	\$

Item No.	Description	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
92.	Gamma-Hydroxybutyric Acid, Urine	Each	5	\$	\$
93.	Bath Salts and Stimulants Designer Drugs, Blood	Each	25	\$	\$
94.	Bath Salts and Stimulants Designer Drugs, Serum	Each	5	\$	\$
95.	Bath Salts and Stimulants Designer Drugs, Urine	Each	5	\$	\$
96.	NBOMe, Blood	Each	5	\$	\$
97.	NBOMe, Serum	Each	5	\$	\$
98.	NBOMe, Urine	Each	5	\$	\$
99.	Hallucinogens Panel, Blood	Each	5	\$	\$
100.	Hallucinogens Panel, Tissue	Each	5	\$	\$
101.	Inhalants Panel of Abused Gases, Blood	Each	15	\$	\$
102.	Inhalants Panel of Abused Gases, Tissue	Each	5	\$	\$
103.	Inhalants Panel, Solvents and Gases, Blood	Each	5	\$	\$
104.	Inhalants Panel & Solvents, Tissue	Each	5	\$	\$
105.	Inhalants Panel & Solvents, Urine	Each	5	\$	\$
106.	Tetrafluoroethane and Difluoroethane, Blood	Each	10	\$	\$
107.	Fluorocarbons (11, 12, 22, 113), Blood	Each	10	\$	\$
108.	Fluorocarbons (11, 12, 22, 113), Tissue	Each	5	\$	\$
109.	Carbamate Pesticides, Blood	Each	5	\$	\$
110.	Carbamate Pesticides, Tissue	Each	5	\$	\$
111.	Carbamate Pesticides, Urine	Each	5	\$	\$
112.	Organophosphate Pesticides, Blood	Each	5	\$	\$
113.	Organophosphate Pesticides, Tissue	Each	5	\$	\$
114.	Organophosphate Pesticides, Urine	Each	5	\$	\$
115.	PCBs, PBBs and Organochlorine Pesticides, Blood	Each	5	\$	\$

Item No.	Description	Unit Of Measure	Estimated Annual Quantity	Unit Price	Extended Total
116.	PCBs, PBBs and Organochlorine Pesticides, Tissue	Each	5	\$	\$
117.	PCBs, PBBs and Organochlorine Pesticides, Urine	Each	5	\$	\$
118.	Pesticides/Insecticides, Blood	Each	5	\$	\$
119.	Pesticides/Insecticides, Tissue	Each	5	\$	\$
120.	Pesticides/Insecticides, Urine	Each	5	\$	\$
Grand Total					\$

BIDDERS MUST BID ON ALL ITEMS TO BE CONSIDERED RESPONSIVE. ANY BID SUBMITTAL RECEIVED THAT HAS NOT BID ON ALL ITEMS WILL BE READ INTO THE RECORD AS INCOMPLETE AND AS NON-RESPONSIVE.

DISCOUNT TERMS OF PAYMENT:

_____, _____ calendar days.

EXPERT SERVICES	
Lab Director	Hourly Rate _____
	Diem Rate _____
Senior Toxicologist	Hourly Rate _____
	Per Diem Rate _____
Lab Tech	Hourly Rate _____
	Per Diem Rate _____

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.**
- 2. **Copy of accreditation by American Board of Forensic Toxicology (ABFT) and/or the American Society for Crime Laboratory Directors – Laboratory Accredited (ASCLD-LAB).**

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

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

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

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

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

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

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

VETERAN OWNED BUSINESS ENTERPRISE (VET):

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

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

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

EMERGING SMALL BUSINESS (ESB):

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

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**ATTACHMENT 1
BID NO. 603594-15
ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS**

SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

**ATTACHMENT 2
BID NO. 603594-15
ANNUAL REQUIREMENTS CONTRACT FOR FORENSIC TOXICOLOGY TESTS**

**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. 603594-15, entitled Annual Requirements Contract for Forensic Toxicology Tests;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative