



PURCHASING AND CONTRACTS DEPARTMENT

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 120933**

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

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

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 120933 BID PAGES: 41

DESCRIPTION: Analytical Laboratory Service

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

_____ Internet _____ Plan Room

FAX THIS CONFIRMATION FORM TO: (702) 668-9090

TYPE OR PRINT CLEARLY

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CLARK COUNTY WATER RECLAMATION DISTRICT

INVITATION TO BID

BID NO. 120933 ANALYTICAL LABORATORY SERVICES

The bid package is available as follows:

- Pick up – Clark County Water Reclamation District, 5857 East Flamingo Road, Las Vegas, NV 89122.
- Mail – Please fax a request to (702) 668-9090 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Internet – Visit the Clark County Water Reclamation District website. Click on “District Bid Opportunities”. Click on “Active ITB/RFP Opportunities” under “Commodities & Services” and locate Document No. 120933 in the list of current solicitations.

A Prebid Conference will be held on **January 24, 2012** at **10:30 a.m.**, at the Clark County Water Reclamation District, 5857 East Flamingo Road, Las Vegas, NV 89122.

Bids will be accepted at the Clark County Water Reclamation District address specified above, on or before **February 2, 2012** at **2:00:00 p.m.** based on the time clock at the Clark County Water Reclamation District’s Customer Service desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
January 17, 2012

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at <http://www.cleanwaterteam.com/bid/index.html> , as well as other important and useful purchasing related information. The solicitations are listed under “**District Bid Opportunities.**” To locate a specific solicitation, click on the “Active ITB/RFP Opportunities” listed under “Commodities & Services” and browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Engineering Firm listed on the information sheet for the solicitation.

PREBID CONFERENCE ATTENDANCE



You have received this “Invitation to Bid” with the anticipation of doing business with Clark County Water Reclamation District. You are encouraged to attend the prebid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

*** Some prebid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document.

NEED ASSISTANCE?



The Clark County Business Development Division works with the Purchasing and Contracts Division to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County Water Reclamation District, please contact Purchasing and Contracts Department, at telephone number (702) 668-8090.

I – INSTRUCTION TO BIDDERS

BID NO. 120933 Analytical Laboratory Service

1. INTENT OF INVITATION

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

2. DEFINITIONS

- A. **Addendum:** A written document issued by DISTRICT, via the Purchasing and Contracts Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **Bid (Bidder):** An offer, in response to a solicitation by DISTRICT, to supply goods and/or services at a specific price and within a specified time period.
- C. **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.
- D. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to DISTRICT 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.
- E. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- F. **Bidder(s):** A supplier who submits a bid to DISTRICT.
- G. **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.
- H. **BOT:** The Clark County Board of Trustees.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District.
- 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 Trustees.
- M. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- N. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- O. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- P. **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Purchasing and Contracts Department.
- Q. **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- S. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- T. **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Kimberly Grantham, Purchasing Specialist, telephone number (702) 668-8090. After award, the designated contact will be Devon Morgan, District Laboratory Manager, telephone number (702) 668-8401.

4. CONTACT WITH DISTRICT DURING BIDDING PROCESS

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

5. PREBID CONFERENCE

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

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided DISTRICT 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 DISTRICT. DISTRICT 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 perspective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit Clark County Water Reclamation District, 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) 668-8090 and request to schedule your appointment.

8. PREPARATION OF FORMS

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

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

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

10. SUBCONTRACTOR INFORMATION

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

If there are any questions regarding **Attachment 1**, please contact Kimberly Grantham, at telephone number (702) 668-8090.

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 DISTRICT 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 and/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 and/or service, whichever is later.

No prompt payment discount will be considered by DISTRICT 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

Any additional agreements, terms, conditions, or exceptions to the bid requirements 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 DISTRICT 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. **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 DISTRICT, 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 2:00:00 p.m. based on the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, they shall remain unopened and be formally rejected and returned once an award is made. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

HAND DELIVERY

Clark County Water Reclamation District
Attn: Accounting Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

U.S. MAIL DELIVERY

Clark County Water Reclamation District
Attn: Accounting Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

EXPRESS DELIVERY

Clark County Water Reclamation District
Attn: Accounting Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

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 Representative in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Department. 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. DISTRICT has the option to accept additional promotional specials, discounts and/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, DISTRICT may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by DISTRICT is not a waiver of any liability of the initial Bidder awarded CONTRACT.

21. REJECTION OF BID

DISTRICT reserves the right to reject any and all bids received by reason of this request. DISTRICT 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 DISTRICT.
- 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 DISTRICT 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. 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 Administrator, within five (5) business days after the recommendation to award a contract is issued by the District or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT 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 DISTRICT 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 BOT makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.
- E. Neither the BOT 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 BOT, 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 BOT, DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT 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.

25. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder in aggregate (Bidder must bid on all items, on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by DISTRICT. In the event that the total award amount is \$25,000 or less, the DISTRICT may approve the award. Bidders must bid on all items to be considered responsive.

26. NOTICE OF AWARD

Award of this bid will be by the issuance of a purchase order. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the SUCCESSFUL BIDDER.

27. INITIAL TERM

The initial term of CONTRACT shall be one year from date of award.

28. CONTRACT RENEWAL

DISTRICT reserves the option to renew CONTRACT for an additional two, one year period(s) from its expiration date. Any and all renewals will be authorized via letter and purchase order by the DISTRICT.

29. CONTRACT EXTENSION

DISTRICT reserves the option to temporarily extend CONTRACT for up to one hundred eighty (180) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

30. ADDITIONAL REQUIREMENTS

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

31. PRICE ADJUSTMENT REQUESTS

Commencing on date of award, prices shall not be subject to change during the initial 12 month term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County Water Reclamation District, Purchasing Administrator, 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of DISTRICT'S approval of the new Price(s). Only one written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per 12 month term.

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 DISTRICT'S representative prior to the commencement of work.

II -GENERAL CONDITIONS

BID NO. 120933

Analytical Laboratory Service

1. ARBITRATION

All claims that may arise between DISTRICT and SUCCESSFUL BIDDER concerning any provisions of CONTRACT which cannot be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. Either DISTRICT or SUCCESSFUL BIDDER may initiate arbitration by providing written notice of the arbitration, prior to commencement of litigation, to the party against whom a claim is being made. The party initiating arbitration shall appoint and name a party arbitrator in the notice of arbitration submitted to the party against whom the claim is made.

The notice of arbitration shall include the following:

- A. a formal demand by the party initiating arbitration that the dispute be referred to arbitration;
- B. the names, addresses and telephone numbers of the parties;
- C. a reference to any CONTRACT provisions from which the dispute arises;
- D. a plain description and complete statement of the claim and a showing of entitlement to relief;
- E. the relief or remedy sought and the amount money claimed;
- F. the notice of appointment and name, address and telephone number of a party arbitrator of the party initiating the claim;
- G. if SUCCESSFUL BIDDER is the initiating party and if the claim is made by a subcontractor, a written statement by SUCCESSFUL BIDDER that it agrees with the merits and amount of the claim; and
- H. if SUCCESSFUL BIDDER submits a total cost or modified total cost claim then SUCCESSFUL BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that SUCCESSFUL BIDDER was not responsible for added expenses; and 5) that DISTRICT, and not anyone else, is responsible for the additional cost.

The notice to arbitrate shall be null and void if it does not include the documents and information set forth in (a) through (i) above, or if received beyond the time allowed by statute for the presentation of a claim to the Board of County Commissioners or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Within thirty **(30) calendar days** after receipt of such notice, the party receiving notice shall, in writing to the notifying party, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to DISTRICT and SUCCESSFUL BIDDER. If thirty **(30) calendar days** elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association or the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of arbitration of the American Arbitration Association, and with the provisions of the Uniform Arbitration Act, NRS 38.015 B 38.205, inclusive. In the event of a conflict between the two, the Nevada Revised Statutes will prevail. The arbitration panel or arbitrator may authorize discovery as provided in NRS 38.08. The expedited procedures contained in the construction industry arbitration rules shall be utilized to the maximum extent possible.

Alternatively, in lieu of the appointment of three arbitrators as set forth above, the parties may stipulate to a sole arbitrator mutually agreeable to both parties. Upon appointment of a sole mutually agreeable arbitrator, the sole arbitrator shall proceed to a determination of the dispute in accordance with the procedure set forth in the previous paragraph.

The decisions of the arbitrator/arbitrators shall be binding on both DISTRICT and SUCCESSFUL BIDDER to the extent set forth under Nevada law. Judgment upon any arbitration award or an order for enforcement may be entered by any court having jurisdiction. DISTRICT and SUCCESSFUL BIDDER shall each pay their own attorney's fees, party arbitrator fees and all costs and expenses associated with the arbitration including their own costs for preparation of and presentation of all claims prior to and through the arbitration period. The cost for the third arbitrator shall be assessed equally against both parties and shall be paid one-half by DISTRICT and one-half by SUCCESSFUL BIDDER. Neither party shall be entitled to an award of interest.

SUCCESSFUL BIDDER shall carry on the work and maintain progress during any arbitration, court proceedings or any other dispute including those contained in this General Condition, unless otherwise mutually agreed upon in writing. Binding arbitration conducted in accordance with this General Condition shall take place in Clark County, Nevada.

2. 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 DISTRICT and any sureties.

3. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by DISTRICT to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide DISTRICT 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.

4. AUTHORITY

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

5. 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.

6. CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY

All property owned by DISTRICT and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as DISTRICT'S property and adequately insured by SUCCESSFUL BIDDER for DISTRICT'S protection. In the event that DISTRICT'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 DISTRICT for the value or expense of replacement, whichever is greater in accordance with DISTRICT request.

7. 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.

8. 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.

9. 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.

10. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT 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 DISTRICT 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 Purchasing Administrator or their designee.

11. 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 DISTRICT within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

12. 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 DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

13. 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.

14. 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.

15. FISCAL FUNDING OUT

DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT 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.

16. 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 DISTRICT satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

17. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

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

18. 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:

1. Amendment
2. General Conditions
3. Addenda
4. Instructions to Bidders
5. Federal Requirements (If Applicable)

- 6. Special Conditions
- 7. Technical Specifications

19. 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 DISTRICT 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 DISTRICT for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

20. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT 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

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, DISTRICT 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. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to DISTRICT, within ten (10) business days of DISTRICT'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 DISTRICT'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 DISTRICT. In the event that SUCCESSFUL BIDDER undercharged DISTRICT, DISTRICT shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged DISTRICT, SUCCESSFUL BIDDER shall reimburse DISTRICT within ten (10) business days. If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

22. NON-DISCRIMINATION

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that DISTRICT 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 gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

23. NON-ENDORSEMENT

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

24. OUT OF STATE SUPPLIERS

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

25. PARTIAL PAYMENTS

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

26. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, 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 DISTRICT, 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 DISTRICT; provided that DISTRICT 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 DISTRICT.

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.

27. PUBLIC RECORDS

DISTRICT 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 DISTRICTS 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.

28. PURCHASE ORDERS

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

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 DISTRICT. Approval by DISTRICT of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE DISTRICT FOR CONVENIENCE

1. DISTRICT 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 DISTRICT may determine.
2. In the event DISTRICT 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 DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.
3. 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

DISTRICT 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 CONVENIENCE

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

35. TERMINATION FOR CAUSE

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

36. USE BY OTHER GOVERNMENT ENTITIES

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

III - SPECIAL CONDITIONS

BID NO. 120933
Analytical Laboratory Service

Name of Firm

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Administrator to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify DISTRICT, in writing, within ten (10) calendar days of the change;
- B. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services in like kind to those specified in this Bid; and
- C. Completed "Disclosure of Ownership" form.

2. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to DISTRICT.

3. INVOICING REQUIREMENT

This Bid may represent the requirements from numerous DISTRICT departments. SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, DISTRICT is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

4. DISPUTES

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

5. CONTRACT PERFORMANCE CUSTOMER SURVEY

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

6. AIR POLLUTION

SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

7. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE

- A. DISTRICT's Representative will contact SUCCESSFUL BIDDER either verbally or in writing to describe any deficiencies.
- B. If unresolved or if additional related deficiencies occur, DISTRICT Purchasing Representative will contact SUCCESSFUL BIDDER in writing describing deficiencies and schedule a meeting.
- C. If unresolved or if additional related deficiencies occur, DISTRICT Purchasing Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL BIDDER to provide a written plan to cure or remedy the situation.
- D. If unresolved or if additional related deficiencies occur, DISTRICT Purchasing Representative may formally terminate the CONTRACT.
- E. If SUCCESSFUL BIDDER is terminated for cause, SUCCESSFUL BIDDER will be disqualified from bidding or quoting on any DISTRICT analytical laboratory service for a period of twelve (12) months from the date of the termination. This disqualification will result in SUCCESSFUL BIDDER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe.

IV – SCOPE OF SERVICES

BID NO. 120933

Analytical Laboratory Service

Name of Firm

1. INTENT

It is the intent of the DISTRICT to obtain Analytical Service for the District Laboratory. The SUCCESSFUL BIDDER shall provide analytical laboratory services on an as-requested basis when authorized by receipt of samples with a properly completed Chain of Custody (COC) form from the DISTRICT or its technical representative. Analyses shall be provided for the parameters and methods shown on the COC form in accordance with the unit prices presented by the selected bidder in the DISTRICT's Bid Form.

The services to be rendered by the SUCCESSFUL BIDDER to DISTRICT are not exclusive, and DISTRICT may contract with other laboratories for services identical or similar to those required herein. However, it is intended that only one laboratory will be selected under this bid process to be the primary laboratory for the DISTRICT. Table 1 provides an estimate of the annual analytical requirements but there is no guarantee regarding the actual number of samples and analytical methods requested. The laboratory selected to fulfill the requirements of this ITB must be capable of composite sampling based on the grabs and test requirement e.g. VOA (Volatile Organic Analysis) as well as filtering and preservation for dissolve metals.

2. SAMPLE TYPES TO BE REQUESTED

The sample matrices to be submitted for analysis may include air, wastewater, treated wastewater, groundwater and surface water, soils, industrial process streams, and wastes. Majority of the analyses to be requested are anticipated to involve wastewater, well water and treated groundwater analyses.

3. SHIPPING AND PICKUP

- A. SUCCESSFUL BIDDER shall be responsible for delivery costs; including shipping of consumables, sample containers, trip blanks, preservatives, coolers and blue ice, and other required materials, to a single location designated by the DISTRICT.
- B. SUCCESSFUL BIDDER shall appropriately label all shipments in accordance with all applicable Department of Transportation (DOT) requirements.
- C. SUCCESSFUL BIDDER shall review COC upon sample receipt.
- D. A signature from a representative of the SUCCESSFUL BIDDER on the COC shall signify the accuracy of the COC and acceptance of all risks associated with loss or damage of samples.
- E. Samples shall become SUCCESSFUL BIDDER's sole responsibility upon receipt.

4. CONTAINERS AND SUPPLIES FOR SAMPLES

- A. Shipping and sample containers shall be suitable for the sample matrix and analytical method.
- B. DISTRICT or its technical representative may request pre-labeled sample containers.
- C. Information to be included on labels shall be provided in writing by DISTRICT or its representative at the time the sample containers are requested from the SUCCESSFUL BIDDER.
- D. Data on pre-printed labels may include, but not be limited to, site location, sample number, analytical method, and preservative.
- E. In the event that pre-labeled sample containers are not requested, Laboratory shall provide blank labels that may be completed by DISTRICT or its representative.

5. CHAIN OF CUSTODY PROCEDURES

- A. SUCCESSFUL BIDDER shall generate and include with each shipment, COC documents for sample shipment to the Laboratory.
- B. All samples to be analyzed by the SUCCESSFUL BIDDER will be accompanied by a COC form. The DISTRICT or its representatives will specify site address, sample identification, all applicable analyses, analytical methods, preservation methods used, required quality assurance/quality control (QA/QC) documentation (if different than standard), turnaround times (if different than specified herein), and/or other applicable instructions to facilitate analysis or reporting. In the event COC information is in error or there is a question, the Laboratory shall contact the DISTRICT or its technical representative, immediately prior to proceeding with the analyses.
- C. A completed copy of the COC form, signed by the Laboratory's sample custodian, shall accompany all reports of analysis and associated invoices. The Laboratory project file shall document the conditions in which the samples were received and all sample preparation and extraction procedures.

6. ANALYTICAL METHODS

All samples submitted for analysis shall be analyzed by appropriate procedures designated on the COC or from other instructions provided with the samples. Procedures approved by the U.S. Environmental Protection Agency (EPA), American Society for Testing and Materials (ASTM), Standard Methods for the Examination of Water and Wastewater, and Nevada-specific procedures are to be used, whenever applicable. SUCCESSFUL BIDDER shall analyze all samples within the allowable holding time appropriate to the method, matrix, and analysis. Limits of detection for any analysis (matrix) are to be within the guidelines listed in the analytes list as established by the U.S. EPA, the Nevada Department of Environmental Protection (NDEP), the sample method, or actual laboratory practice, whichever is lower. When necessary, the Laboratory shall also work with DISTRICT, its representative(s), regulatory officials, and others to develop special analytical protocols for which no method exists. Development of special analytical protocols will be addressed on a separate fee basis to be negotiated at time of request. **Technically comparable methods will be allowed if request is made by e-mail and approved by DISTRICT prior to analysis.**

7. SAMPLE VOLUME, PRESERVATION, AND DISPOSAL

A. Volume

Every effort will be made to provide samples to the SUCCESSFUL BIDDER that are of sufficient volume necessary to conduct the requested analytical test(s). SUCCESSFUL BIDDER shall notify DISTRICT's representative immediately prior to proceeding with the requested analysis if the volume of any sample is insufficient to perform the requested analysis. SUCCESSFUL BIDDER may proceed to undertake analysis of the small volume samples with appropriate increase in the method detection limit, or modification to the analytical method.

B. Preservation

SUCCESSFUL BIDDER shall appropriately maintain and preserve samples, specimens, sample extracts and the sample residue for sixty (60) days after submission to DISTRICT the final report of analysis. During the initial sixty (60) days the storage shall be at no additional charge. If DISTRICT submits a written request to retain the test specimens or samples at the SUCCESSFUL BIDDER's location past the initial sixty (60) days a mutually acceptable storage charge may be assessed.

C. Disposal

SUCCESSFUL BIDDER shall dispose of the test specimens and samples after the initial sixty (60) days if DISTRICT does not request an extension of the storage time. All items shall be disposed of in a lawful manner consistent with the requirements of the SUCCESSFUL BIDDER's locale and by means allowed by applicable regulations and requirements. SUCCESSFUL BIDDER assumes full responsibility for the proper disposal of all test samples, test residues, and sample containers, whether hazardous or non-hazardous, at the SUCCESSFUL BIDDER's expense. In all cases, whether the waste material is hazardous or non-hazardous, the SUCCESSFUL BIDDER shall list itself as "Generator" on disposal manifests. Labels on all samples shall be removed or rendered unreadable prior to disposal.

8. SUBMISSION OF ANALYTICAL RESULTS

A. Standard Turnaround Time

A final analytical report shall be submitted to DISTRICT and/or its technical representative within fourteen (14) calendar days following receipt of the samples. The DISTRICT reserves the right to specify on the COC or in writing at the time the sample is submitted an exception to the fourteen (14) calendar days. If a sample must be re-worked the fourteen (14) calendar day submittal requirement will still apply to the analyses and the report submittals. Level 4 samples will be allowed a 21 calendar day turnaround time.

B. Analytical Report Requirements

The final report submitted to DISTRICT shall include, but not limited to, the following:

1. Cover letter with case narrative, including identification of any irregularities or problems encountered during analysis;
2. Laboratory identification;
3. DISTRICT project site location;
4. Sample identification number and description as assigned by DISTRICT or its technical representative;
5. Complete list of analytical parameters;
6. Date sample was received at Laboratory;
7. Signature of Laboratory personnel authorizing release of results;
8. Sample preparation/extraction date;
9. Sample analysis date;
10. Units in which each parameter is reported;
11. Method citation;
12. Method detection limits; and
13. Copy of COC form.
14. Only CCWRD's raw data should be on reports; no other client's data should be included, except for QC purposes.
15. Narrative explaining any inconsistencies observed during analysis

Each group of samples delivered together on a single set of COC forms shall be reported together. Piece meal reports, unless requested by DISTRICT, are not acceptable. The SUCCESSFUL BIDDER shall notify DISTRICT immediately if any deviation from this schedule is expected to occur. The SUCCESSFUL BIDDER may keep work orders open for samples received on separate days to create one (1) SDG.

Standard reports of analyses shall consist of a cover letter, results table(s), raw data package (only DISTRICT information to be included in raw data package) and COC, and be consistent with the EPA Level 3 reporting requirements. Exact format shall depend upon the analytical method used and the level of quality assurance requested. It is expected that ten (10) percent of all samples submitted will require EPA Level 4 reporting packages, and a unit price for Level 4 reporting packages is requested. SUCCESSFUL BIDDER shall maintain complete client confidentiality on all work. No results shall be released without express written consent from DISTRICT.

Reporting limits (detection limits) shall be as required by the requested analytical method. In the event the DISTRICT requires a lower detection limit for a particular analysis, the DISTRICT requirements for the **current Detection Limit for Purposes of Reporting (DLRs) shall apply, and the results shall be reported accordingly.**

The SUCCESSFUL BIDDER shall provide electronic or facsimile copy of analytical results to the DISTRICT upon request and such request shall be noted on the COC or be made known at the time samples are submitted whenever possible. Correct telephone and facsimile numbers shall be included on the COC.

C. Contents of Laboratory Project File

The laboratory project file shall include a printout of all raw analytical data, electronic copy, and other information not included in the analytical data report. The project file shall be available for review by the DISTRICT upon thirty (30) days notice and shall be sufficiently detailed to produce Level 4 reporting packages, if requested. Information in the laboratory project file shall include, but not be limited to:

1. Printout of all analytical QA/QC data;
2. Copy of shipping manifest;
3. Standard logs, lab notebooks, and instrument logs;
4. Results of laboratory quality control analyses;
5. Results of laboratory blanks;
6. Results of method calibration;
7. Raw analytical data, charts, and chromatograms for samples, standards, and blanks; and
8. Raw data calculation worksheets.

9. All file information applicable to this agreement shall be properly stored and retained by the SUCCESSFUL BIDDER for a period of six (6) years following notice from the EPA that all work required under Unilateral Administrative Order 2000-13 has been completed. **DISTRICT shall be notified at least sixty (60) days prior to the destruction of records and shall be offered the opportunity to take custody of the records at no additional charge.** A certificate of destruction shall be provided to DISTRICT once the records have been destroyed. The certificate shall indicate the general content of the records destroyed.

D. Electronic Deliverables

All analytical results shall be provided in an electronic data deliverable (EDD) format at the time the analytical results are reported. EDDs shall be provided at no additional cost to DISTRICT. The final hard copy reports that are signed must contain the same results and values as the EDDs.

9. AUDITS

DISTRICT reserves the right to perform periodic on-site audits to ensure compliance with analytical method requirements, QA/QC program requirements, and to evaluate the general quality of the work. The SUCCESSFUL BIDDER shall cooperate and make available records and personnel to facilitate the audits. Audits will be scheduled with sufficient notice and conducted during normal business hours.

10. QUALITY ASSURANCE/QUALITY CONTROL

All analyses shall be conducted by a technically qualified person or under the direct supervision of a technically qualified person, and in accordance with laboratory practices as defined by EPA, ASTM, NDEP and other applicable regulations and requirements. The SUCCESSFUL BIDDER shall be responsible for meeting the QA/QC requirements specified by the method of analysis. QA/QC documentation shall be included in the report of analysis. All laboratory equipment and standard operating procedures (SOP) QA/QC data shall be recorded, printed, and this information made available at all times, given reasonable notice, and submitted to DISTRICT upon request, at no additional charge.

The SUCCESSFUL BIDDER shall maintain a QA/QC plan for each analytical facility and shall follow the SOPs contained in the plan. The SUCCESSFUL BIDDER shall maintain a full-time quality assurance officer at each laboratory location. This person shall be responsible for routinely performing audits of the operating systems within the SUCCESSFUL BIDDER's facility.

The SUCCESSFUL BIDDER's quality assurance officer, project manager or department managers shall be capable and made available periodically to provide technical assistance to DISTRICT or its technical representative regarding the analyses requested or discussion of analytical issues.

11. RE-WORK DUE TO LABORATORY ERROR/OMISSION

In the event of an analytical error or omission (exceeding holding time, failure to pick up samples, laboratory sample interference, laboratory error, sample loss or breakage, etc.) or otherwise erroneous results, the SUCCESSFUL BIDDER shall immediately contact DISTRICT. DISTRICT will provide estimated administrative, laboratory, and fieldwork costs and notify the SUCCESSFUL BIDDER of the estimated and actual costs for this re-work. The SUCCESSFUL BIDDER will be responsible for the cost of both the re-sampling and re-analysis of samples due to the SUCCESSFUL BIDDER's error or omission. The re-work sample(s) shall be re-analyzed at no additional cost to DISTRICT, and the SUCCESSFUL BIDDER will be invoiced for the costs of the re-sampling performed by the DISTRICT. Only complete and correct data shall be received; no partial or inaccurate data. The fourteen (14) day turnaround period applies to re-work as well; until all the work is completed.

12. CERTIFICATION, PERMITS, AND LICENSES

SUCCESSFUL BIDDER shall obtain and pay for any and all permits and licenses required by virtue of this contract, including all Nevada Department of Environmental Protection (NDEP) and Arizona certifications required. Arizona licensing is for solid samples only. SUCCESSFUL BIDDER shall, as applicable, maintain and provide copies of certifications and permits to perform analytical services. Any renewed or modified certifications or permits shall be provided to DISTRICT within thirty (30) days of the renewal or certification.

13. SUBCONTRACTING

If a Subcontractor must be utilized to perform any analytical services specified by this contract, that subcontractor must be approved by the DISTRICT at least five (5) calendar days prior to the work being performed. Should the SUCCESSFUL BIDDER assign or sublet any portion of this work (with the consent of DISTRICT), the SUCCESSFUL BIDDER shall confirm to DISTRICT that the Subcontractor has any and all permits and licenses required by virtue of this contract.

Approval by DISTRICT of SUCCESSFUL BIDDER's request to subcontract or acceptance of or payment for subcontracted work by DISTRICT shall not in any way relieve the SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the work. SUCCESSFUL BIDDERS contracted hereunder shall be and remain liable for all damages to DISTRICT caused by negligent performance or non-performance of work under this contract by subcontractor or its sub-subcontractor. The SUCCESSFUL BIDDER shall verify subcontractor results for accuracy prior to submittal.

14. STATEMENT OF QUALIFICATIONS

It is requested that each bidder submit a Statement of Qualification (SOQ) providing the following information about the respective bidding company: **The information being requested must be provided with bid submittal.**

A. Company Qualifications

1. An organization chart of the bidding company
2. A brief description of the company philosophy and operating principles
3. A list of all company facilities to be used
4. Identify capabilities to perform the requested analyses
5. Documentation of applicable (Nevada) and (Arizona) state certifications
6. Identify current laboratory capacity and use for each specific facility. Include a table summarizing the equipment within the laboratory(s) you propose to do the work, including number of units, model number, age, and capacity.
7. List any subcontractor laboratories to be used. Include subcontractors' federal and state certifications, laboratory capacity, and summary table of equipment within the laboratory(s) including number of units, model number, age, and capacity.
8. List any laboratory policies that govern laboratory performance such as QA/QC manual, records retention, safety plan/policy, and waste handling and disposal plan. Highlight any special aspects of those plans or policies that would be important in considering the quality of your laboratory.
9. **Provide the results of your most recent laboratory method detection limit (MDL) studies demonstrating that the laboratory is able to meet typically required reporting limits. Responders proposing more than one location shall submit separate MDL study results summaries for each location. Requested specific MDL should be used to analyze samples received and lowest possible RDL (Reporting Limit) required when not previously specified. The MDL results summary should be organized in a table which includes:**
 - (a) Analytical fraction
 - (b) Date of MDL study
 - (c) Target compound
 - (d) Spike concentration
 - (e) Results of seven replicate analyses
 - (f) Calculation of mean and standard deviation of the results
 - (g) Calculation of MDL
 - (h) Comparison of the MDL to project specific reporting limits
 - (i) Do not J-flag MDL data and reports.
 - (j) Blank contamination must be listed in the report.
10. Summarize past audit performance, both internal and external audits and performance evaluation programs conducted over the last two (2) years.
11. Provide references for the two most recent external audits of the laboratory.

B. Proposed Project Team

The Statement of Qualifications should include resumes of the Project Management Team members and other key personnel as well as an organizational chart of the team.

The Project Management Team shall include:

1. **Project Manager.** This person will serve as a primary point of contact with the Lab and will be responsible for all day-to-day activities associated with the management of the various DISTRICT analytical activities. These duties shall include, but not be limited to, scheduling analyses, shipping of cooler packs/containers for laboratory samples to the designated location, reporting conventions/accuracy, electronic data deliverables, daily interaction with DISTRICT and/or its representatives, invoicing, and records management. The SUCCESSFUL BIDDER's project manager shall have a degree in the physical sciences, which may include chemistry, geology, or environmental science. The project manager shall have a minimum of five (5) years of environmental laboratory experience and senior project manager experience.
2. **Secondary Project Manager Backup.** This person will serve as a backup for the project manager, capable of addressing the work in the project manager's absence.
3. **Laboratory Management Personnel.** Personnel shall include, but not be limited to, a QA/QC manager, laboratory manager, GC specialist, Metals specialist, and GC/MS specialist.
4. These individuals shall be considered key personnel under this contract. Laboratory invoked changes to designated key personnel cannot be made without thirty (30) days prior notification to DISTRICT and the designation of an approved replacement. A contact person and/or Project Manager must be identified and provided to the DISTRICT prior to each event.

15. UNIT RATES

Interested bidders are requested to submit costs for **each individual line item** shown on the Bid Form. Each bidder is to input unit rates for all analyses that may be involved in this contract. Associated surcharges for expedited analyses should also be included in the appropriate location.

Once submitted, each bidder will be required to honor these unit prices for a period of one (1) year from the date of the executed contract with an option for DISTRICT to extend the contract for four (4) additional years. Costs for all future work awarded to the selected bidder (laboratory) under this contract during its term will be based on these unit prices.

**TABLE 1
 ESTIMATED ANNUAL ANALYTICAL REQUIREMENTS**

<u>Method</u>	<u>Parameter</u>	<u>Matrix</u>	<u>Estimated Quantity</u>
8270	BNAs	Water	80
8260	Volatiles	Water	80
8081/8082	Pesticides/PCBs	Water	80
8151	Herbicide	Water	80
200.8	Sb, As, Ba, Be, B, Cd, Cr, Cu, Pb, Mn, Mo, Ni, Se, Ag, Tl Zn	Water	100
200.7	Al, Fe	Water	100
1631	Low Level Mercury	Water	50
335.3	Cyanide	Water	65
314.1	Perchlorate	Water	65
1664A	Oil and Grease	Water	60
8270C	BNAs	Sludge	50
8260B	Volatiles	Sludge	50
8081A	Pesticides	Sludge	50
8082	PCBs	Sludge	50
6010B/7471A	Metals (17)	Sludge	20
314.1	Perchlorate	Sludge	20
335.3	Cyanide	Sludge	50
100.2	Asbestos	Sludge	4
100.2	Asbestos	Water	4
8290	Dioxins	Water	16
8290	Dioxins	Sludge	16

APPENDIX A

Parameter (Units)	Reporting Limit	Method
Conventional Parameters (units)		
Total Cyanide – (mg/L)	.01	4500
Perchlorate (µg/L)	1.0	314.1
Dissolved Metals (µg/L)		
Aluminum	40	ICP 200.7
Antimony	1.0	ICP/MS 200.8
Arsenic	1.0	ICP/MS 200.8
Barium	1.0	ICP/MS 200.8
Beryllium	1.0	ICP/MS 200.8
Boron	10	ICP 200.7
Cadmium	1.0	ICP/MS 200.8
Calcium	10	ICP 200.7
Chromium	2.0	ICP/MS 200.8
Cobalt	1.0	ICP/MS 200.8
Copper	1.0	ICP/MS 200.8
Iron	100	ICP 200.7
Lead	1.0	ICP/MS 200.8
Lithium	5	ICP 200.7
Magnesium	100	ICP 200.7
Manganese	1.0	ICP/MS 200.8
Mercury	0.01	CVAA 245.1
Molybdenum	2.0	ICP/MS 200.8
Nickel	2.0	ICP/MS 200.8
Phosphorus	2000	ICP 200.7
Potassium	2000	ICP 200.7
Selenium	1.0	ICP/MS 200.8
Silicon	500	ICP 200.7
Silver	1.0	ICP/MS 200.8
Sodium	2000	ICP 200.7
Strontium	10	ICP 200.7
Thallium	1.0	ICP/MS 200.8
Thorium	15	ICP 200.7
Tin	2	ICP/MS 200.8
Uranium	1.0	ICP/MS 200.8

Parameter (Units)	Reporting Limit	Method
Vanadium	5.0	ICP/MS 200.8
Zinc	5	ICP/MS 200.8
Total Petroleum Hydrocarbons/ Fuel Oil (units)		
Oil and Grease (mg/L)	5.0	1664
Semivolatile Organic Compounds (µg/L)		
Acenaphthene	5	8270C
Acenaphthylene	5	8270C
Semivolatile Organic Compounds (µg/L)		
Acetophenone	10	8270C
2-Acetylaminofluorene	50	8270C
4-Aminobiphenyl	50	8270C
Aniline	10	8270C
Anthracene	10	8270C
Aramite	20	8270C
Azobenzene	10	8270C
Benzidine	50	8270C
Benzo(a)anthracene	10	8270C
Benzo(b)Flouranthene	10	8270C
Benzo(k)Fluoranthene	10	8270C
Benzoic Acid	50	8270C
Benzo(g,h,l)Perylene	10	8270C
Benzo(a)Pyrene	10	8270C
Benzyl Alcohol	10	8270C
bis(2-Chloroethoxy)methane	10	8270C
bis(2-Chloroethyl) Ether	10	8270C
bis(2-Chloroisopropyl) Ether	10	8270C
bis(2-Ethylhexyl) Phthalate	10	8270C
4-Bromophenyl phenyl ether	10	8270C
Butyl benzyl phthalate	10	8270C
Carbazole	10	8270C
4-Chloroaniline	10	8270C
4-Chloro-3-methylphenol	10	8270C

Parameter (Units)	Reporting Limit	Method
1-Chloronaphthalene	50	8270C
2-Chloronaphthalene	10	8270C
2-Chlorophenol	10	8270C
4-Chlorophenyl phenyl ether	10	8270C
Chrysene	10	8270C
Semivolatile Organic Compounds (µg/L)		
Dibenzo(a,h)anthracene	10	8270C
Dibenzofuran	10	8270C
Di-n-Butyl Phthalate	10	8270C
1,2-Dichlorobenzene	10	8270C
1,3-Dichlorobenzene	10	8270C
1,4-Dichlorobenzene	10	8270C
3,3'-Dichlorobenzidine	50	8270C
2,4-Dichlorophenol	10	8270C
2,6-Dichlorophenol	10	8270C
Diethyl Phthalate	10	8270C
p-Dimethylaminoazobenzene	20	8270C
7,12-Dimethylbenz(a) anthracene	20	8270C
3,3'-Dimethylbenzidine	20	8270C
Alpha, alpha-Dimethylphenethylamine	50	8270C
2,4-Dimethylphenol	10	8270C
Dimethyl Phthalate	10	8270C
1,3-Dinitrobenzene	10	8270C
1,4-Dinitrobenzene	10	8270C
4,6-Dinitro-2-methylphenol	50	8270C
2,4-Dinitrophenol	50	8270C
2,4-Dinitrotoluene	10	8270C
2,6-Dinitrotoluene	10	8270C
Di-n-Octyl Phthalate	10	8270C
Ethyl methanesulfonate	10	8270C
Fluoranthene	10	8270C
Fluorene	10	8270C

Parameter (Units)	Reporting Limit	Method
Hexachlorobenzene	10	8270C
Hexachlorobutadiene	10	8270C
Semivolatile Organic Compounds (µg/L)		
Hexachlorocyclopentadiene	50	8270C
Hexachloroethane	10	8270C
Hexachloropropene	100	8270C
Indene	100	8270C
Indeno(1,2,3-cd)pyrene	10	8270C
Isophorone	10	8270C
Isosafrole	20	8270C
Methapyrilene	50	8270C
3-Methylcholanthrene	20	8270C
Methyl methanesulfonate	10	8270C
2-Methylnaphthalene	10	8270C
1-Methylnaphthalene	10	8270C
2-Methylphenol	10	8270C
3-Methylphenol & 4-Methylphenol	10	8270C
Methyl styrene	10	8270C
Naphthalene	10	8270C
1,4-Naphthoquinone	50	8270C
1-Naphthylamine	10	8270C
2-Naphthylamine	10	8270C
2-Nitroaniline	50	8270C
3-Nitroaniline	50	8270C
4-Nitroaniline	50	8270C
Nitrobenzene	10	8270C
2-Nitrophenol	10	8270C
4-Nitophenol	50	8270C
4-Nitroquinoline-1-oxide	100	8270C
N-Nitrosodi-n-butylamine	10	8270C
N-Nitrosodiethylamine	10	8270C
Semivolatile Organic Compounds (µg/L)		

Parameter (Units)	Reporting Limit	Method
N-Nitrosodimethylamine	10	8270C
N-Nitrosodiphenylamine	10	8270C
N-Nitrosodi-n-propylamine	10	8270C
N-Nitrosomethylethylamine	10	8270C
N-Nitrosomorpholine	10	8270C
N-Nitrosopiperidine	10	8270C
N-Nitrosopyrrolidine	10	8270C
5-Nitro-o-toluidine	20	8270C
Pentachlorobenzene	10	8270C
Pentachloroethane	50	8270C
Pentachloronitrobenzene	50	8270C
Pentachlorophenol	50	8270C
Phenacetin	20	8270C
Phenanthrene	10	8270C
Phenol	10	8270C
p-Phenylene diamine	100	8270C
2-Picoline	20	8270C
Pronamide	20	8270C
Pyrene	10	8270C
Pyridine	20	8270C
Safrole	50	8270C
1,2,4,5-Tetrachlorobenzene	10	8270C
2,3,4,6-Tetrachlorophenol	50	8270C
Thionazin	10	8270C
2-Toluidine	10	8270C
1,2,4-Trichlorobenzene	10	8270C
2,4,5-Trichlorophenol	10	8270C
2,4,6-Trichlorophenol	10	8270C
1,3,5-Trinitrobenzene	50	8270C
Volatile Organic Compounds (µg/L)		
Acetone	10	8260B
Acetonitrile	20	8260B

Parameter (Units)	Reporting Limit	Method
Acrolein	20	8260B
Acrylonitrile	20	8260B
Benzene	1.0	8260B
Bromodichloromethane	1.0	8260B
Bromoform	1.0	8260B
Bromomethane	2.0	8260B
2-Butanone (MEK)	5.0	8260B
Tert-Butyl alcohol	50	8260B
Carbon Disulfide	1.0	8260B
Carbon Tetrachloride	1.0	8260B
Chlorobenzene	1.0	8260B
Chloroprene	1.0	8260B
Dibromochloromethane	1.0	8260B
Chloroethane	2.0	8260B
2-Chloroethylvinyl Ether*	2.0	8260B
Chloroform	1.0	8260B
Chloromethane	2.0	8260B
Allyl chloride	2.0	8260B
1,2-Dibromo-3-chloropropane (DBCP)	2.0	8260B
1,2-Dibromoethane (EDB)	1.0	8260B
Dibromomethane	1.0	8260B
Trans-1,4-Dichloro-2-butene	1.0	8260B
Dichlorodifluoromethane	2.0	8260B
1,1-Dichloroethane	1.0	8260B
1,2-Dichloroethane	1.0	8260B
Cis-1,2-Dichloroethene	1.0	8260B
Volatile Organic Compounds (µg/L)		
Trans-1,2-Dichloroethene	0.5	8260B
1,1-Dichloroethene	1.0	8260B
1,2-Dichloropropane	1.0	8260B
Cis-1,3-Dichloropropene	1.0	8260B
Trans-1,3-Dichloropropene	1.0	8260B

Parameter (Units)	Reporting Limit	Method
1,4-Dioxane	200	8260B
Ethyl Benzene	1.0	8260B
Ethyl methacrylate	1.0	8260B
2-Hexanone	5.0	8260B
Iodomethane	1.0	8260B
Isobutyl alcohol	50	8260B
Methacrylonitrile	10	8260B
Methylene Chloride	5.0	8260B
Methyl methacrylate	1.0	8260B
4-Methyl-2-pentanone (MIBK)	5.0	8260B
Propionitrile	20	8260B
Styrene	1.0	8260B
1,1,1,2-Tetrachloroethane	1.0	8260B
1,1,2,2-Tetrachloroethane	1.0	8260B
Tetrachloroethene	1.0	8260B
Toluene	1.0	8260B
1,1,1-Trichloroethane	1.0	8260B
1,1,2-Trichloroethane	1.0	8260B
Trichloroethene	1.0	8260B
Trichlorofluoromethane	2.0	8260B
1,2,3-Trichloropropane	1.0	8260B
Vinyl acetate	2.0	8260B
Vinyl Chloride	1.0	8260B
Total Xylenes	10	GC/MS
Pesticides and PCBs (µg/L)		
Aldrin	0.05	8081A
Alpha BHC	0.05	8081A
Beta-BHC	0.05	8081A
Delta-BHC	0.05	8081A
Gamma-BHC (Lindane)	0.05	8081A
Alpha-Chlordane	0.05	8081A
Gamma-Chlordane	0.05	8081A

Parameter (Units)	Reporting Limit	Method
Chlorobenzilate	0.1	8081A
4,4'-DDD	0.05	8081A
4,4'-DDE	0.05	8081A
4,4'-DDT	0.05	8081A
Diallate	1.0	8081A
Dieldrin	0.05	8081A
Endosulfan I	0.05	8081A
Endosulfan II	0.05	8081A
Endosulfan sulfate	0.05	8081A
Endrin	0.05	8081A
Endrin Aldehyde	0.05	8081A
Endrin Ketone	0.05	8081A
Heptachlor	0.05	8081A
Heptachlor Epoxide	0.05	8081A
Isodrin	0.1	8081A
Methoxychlor	0.1	8081A
Toxaphene	5.0	8081A
Aroclor 1016	1.0	8082
Aroclor 1221	1.0	8082
Aroclor 1232	1.0	8082
Aroclor 1242	1.0	8082
Aroclor 1248	1.0	8082
Aroclor 1254	1.0	8082
Pesticides and PCBs (µg/L)		
Aroclor 1260	1.0	8082
Technical Chlorodane		

CLARK COUNTY WATER RECLAMATION DISTRICT

V - BID FORM

BID NO. 120933
Analytical Laboratory Service

Name of Firm

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

ITEM NO.	DESCRIPTION	MATRIX	ANNUAL QTY	UNIT COST	EXTENDED TOTAL
14 DAY TURNAROUND					
8270	BNAs	Water	80	\$	\$
8260	Volatiles	Water	80	\$	\$
8081/8082	Pesticides/PCBs	Water	80	\$	\$
200.8	Sb, As, Ba, Be, B, Cd, Cr, Cu, Pb, Mn, Mo, Ni, Se, Ag, Ti, Zn, Al, Fe	Water	100	\$	\$
8151	Herbicides	Water	60	\$	\$
1631	Low Level Mercury	Water	50	\$	\$
335.3	Cyanide	Water	60	\$	\$
314.1	Perchlorate	Water	60	\$	\$
1664A	Oil and Grease	Water	60	\$	\$
8270C	TCLP/Total BNAs	Sludge	50	\$	\$
8260B	TCLP/Total Volatiles	Sludge	50	\$	\$
8081A	Pesticides	Sludge	50	\$	\$
8082	PCB's	Sludge	50	\$	\$
6010B 7471A	TCLP/Total Metals (17)	Sludge	100	\$	\$
314.1	Perchlorate	Sludge	20	\$	\$
335.3	Cyanide	Sludge	100	\$	\$
100.2	Asbestos	Sludge	4	\$	\$
100.2	Asbestos	Water	4	\$	\$
8290	Dioxins	Water	16	\$	\$
8290	Dioxins	Sludge	16	\$	\$
GRAND TOTAL				\$ _____	
OPTIONAL					
7 DAY TURN AROUND					
8270	BNAs	Water	2	\$	\$
8260	Volatiles	Water	2	\$	\$
8081/8082	Pesticides/PCBs	Water	2	\$	\$
200.8	Sb, As, Ba, Be, B, Cd, Cr, Cu, Pb, Mn, Mo, Ni, Se, Ag, Ti, Zn, Al, Fe	Water	2	\$	\$
8151	Herbicides	Water	2	\$	\$
1631	Low Level Mercury	Water	2	\$	\$
335.3	Cyanide	Water	2	\$	\$
314.0	Perchlorate	Water	2	\$	\$
1664A	Oil and Grease	Water	2	\$	\$
8270C	TCLP/Total BNAs	Sludge	2	\$	\$

8260B	TCLP/Total Volatiles	Sludge	2	\$	\$
ITEM NO.	DESCRIPTION	MATRIX	ANNUAL QTY	UNIT COST	EXTENDED TOTAL
OPTIONAL					
7 DAY TURN AROUND (CONTINUED)					
8081A	Pesticides	Sludge	10	\$	\$
8082	PCB's	Sludge	10	\$	\$
6010B 7471A	TCLP/Total Metals (17)	Sludge	10	\$	\$
314.1	Perchlorate	Sludge	2	\$	\$
335.3	Cyanide	Sludge	10	\$	\$
100.2	Asbestos	Sludge	2	\$	\$
100.2	Asbestos	Water	2	\$	\$
8290	Dioxins	Water	2	\$	\$
8290	Dioxins	Sludge	2	\$	\$
3 DAY TURN AROUND					
8270	BNAs	Water	5	\$	\$
8260	Volatiles	Water	2	\$	\$
8081/8082	Pesticides/PCBs	Water	5	\$	\$
200.8	Sb, As, Ba, Be, B, Cd, Cr, Cu, Pb, Mn, Mo, Ni, Se, Ag, Ti, Zn, Al, Fe	Water	5	\$	\$
8151	Herbicides	Water	5	\$	\$
1631	Low Level Mercury	Water	5	\$	\$
335.3	Cyanide	Water	5	\$	\$
314.0	Perchlorate	Water	5	\$	\$
1664A	Oil and Grease	Water	5	\$	\$
8270C	TCLP/Total BNAs	Sludge	5	\$	\$
8260B	TCLP/Total Volatiles	Sludge	5	\$	\$
8081A	Pesticides	Sludge	5	\$	\$
8082	PCB's	Sludge	5	\$	\$
6010B 7471A	TCLP/Total Metals (17)	Sludge	5	\$	\$
314.1	Perchlorate	Sludge	5	\$	\$
335.3	Cyanide	Sludge	5	\$	\$
100.2	Asbestos	Sludge	5	\$	\$
100.2	Asbestos	Water	5	\$	\$
8290	Dioxins	Water	5	\$	\$
8290	Dioxins	Sludge	5	\$	\$

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

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

1. Statement of Qualifications
2. Recent laboratory method detection limit (MDL) studies
3. Copies of the Scope of Service pages showing conformance to or variations from the specifications are attached.
4. Organizational chart team, resumes
5. Applicable Nevada and Arizona state certifications
6. List of all company facilities and list of equipment, identify capabilities to perform analyses
7. Attachment 1, Subcontractor Information

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 Water Reclamation District.

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
EMAIL ADDRESS	DATE
BUSINESS LICENSE INFORMATION	
CURRENT STATE: _____	LICENSE NO.: _____
CURRENT COUNTY: _____	LICENSE NO.: _____
CURRENT CITY: _____	LICENSE NO.: _____
ISSUE DATE: _____	EXPIRATION DATE: _____
ISSUE DATE: _____	EXPIRATION DATE: _____
ISSUE DATE: _____	EXPIRATION DATE: _____

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

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

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

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

ATTACHMENT 1
BID NO. 120933
Analytical Laboratory Service

SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations.

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

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

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

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

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

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative