



**CLARK COUNTY WATER  
RECLAMATION DISTRICT**  
NOTICE OF INVITATION TO BID (ITB)  
SOLICITATION NO.: 150011

**PROCUREMENT  
SOLUTIONS SECTION**  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122  
702-668-8090

**DESCRIPTION:** Chemical, Ferric Chloride

**SOLICITATION DUE  
DATE/TIME:** October 23, 2014 at 3:00:00 P.M., PST

**SUBMITTAL LOCATION:** Clark County Water Reclamation District  
Attn: Procurement Solutions Section  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122

**COMMODITY CATEGORY:** Chemicals, Ferric Chloride

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>NO PRE-BID CONFERENCE:</b>	NONE	NONE	NONE

In accordance with Nevada Revised Statutes (NRS) § Chapter 332, competitive sealed Bids for the goods or services specified will be received by the Clark County Water Reclamation District (DISTRICT), Procurement Solutions Section, Attn: Douglas Moore at the above specified location, until the time and date cited. All BID(S) must be received and in the actual possession of the DISTRICT Accounting Department on or prior to the time and date, and at the location specified above. Late offers will not be considered.

All BID(S) must be submitted in a sealed envelope or package with the Solicitation Number, Description and the Bidder's name and address clearly indicated on the envelope or package. All BID(S) must be completed in ink or typewritten. Additional instructions for preparing a Bid are included within this Solicitation.

**ALL BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Designated Contact Person:**  
**Douglas Moore**

**702-668-8094**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

**dmoore@cleanwaterteam.com**

**October 9, 2014**

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

**SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)**  
**SOLICITATION NO. ITB-150011**

**CONFIRMATION/RECEIPT FORM**

All prospective Bidder(s) interested in this Invitation to Bid, shall immediately upon receipt e-mail this confirmation form to the "Designated Contact Person" referenced on page one (1) of this ITB document.

***Failure to do so mean the prospective Bidder is not interested in the solicitation and does not want any associated addenda e-mailed.***

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**PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

SOLICITATION NO. 150011

BID PAGES: 50

DESCRIPTION: Chemical, Ferric Chloride

**BIDDER MUST COMPLETE THE FOLLOWING INFORMATION (TYPE OR PRINT CLEARLY):**

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     E-mail     Newspaper     DemandStar

**UPON RECEIPT IMMEDIATELY E-MAIL THIS CONFIRMATION FORM TO THE "DESIGNATED CONTACT PERSON" REFERENCED ON PAGE ONE (1) OF THIS ITB DOCUMENT**

# SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)

## SOLICITATION NO. ITB-150011

### HELPFUL BID INFORMATION

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DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY WATER RECLAMATION DISTRICT 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.

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#### PREBID CONFERENCE ATTENDANCE

#### WE WANT YOU!



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. SEE YOU THERE !

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#### 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 Procurement Solutions Section, at telephone number (702) 668-8090.

**SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**  
**SOLICITATION NO. ITB-150011**

**1.0 INTENT OF INVITATION TO BID (ITB):**

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

**2.0 DEFINITIONS:**

2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.

2.2 **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.

2.3 **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.

2.4 **Bid Form:** Standard printed (pricing sheet) form given to Bidders that must be completed and submitted back to DISTRICT with the Bid Packet, in correct format and sequence.

2.5 **Bid Packet:** ITB Exhibits, Bid Security (if required), and all other pertinent information requested for submittal.

2.6 **Bidder(s):** A supplier who submits a bid to DISTRICT.

2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, 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.

2.8 **BOT:** The Clark County Water Reclamation Board of Trustees.

2.9 **CONTRACT:** Contract documents include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

2.10 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District and/or any other Governmental Entity that elects to join this contract per Nevada Revised Statutes 332.195.

2.11 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

2.12 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.

2.13 **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.

2.14 **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.

2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

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- 2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.
- 2.17 **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.
- 2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- 2.19 **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.
- 2.20 **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.
- 2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.
- 2.22 **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.
- 2.23 **Urban:** This includes the contiguous urban Las Vegas Valley.
- 3.0 DESIGNATED CONTACTS:**
- 3.1 For questions pertaining to this ITB, please contact the “Designated Contact Person” referenced on page one (1) of this ITB document (E-mail Preferred).
- 4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:**
- 4.1 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.
- 5.0 PREBID CONFERENCE:**
- 5.1 There will be “NO” Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the “Designated Contact Person” referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Tuesday, October 14, 2014 at 2:00 P.M., PST.**
- 6.0 ADDENDA AND INTERPRETATIONS:**
- 6.1 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 by the DISTRICT in written addendum form from the Procurement Solutions Section.
- 6.2 Bidder(s) shall take no advantage of any apparent error or omission in the ITB Document. 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 ITB Document through the issuance of an Addendum.
- 6.3 All requests for additional information, clarifications and questions pertaining to this ITB should be e-mailed to the “Designated Contact Person” referenced on page one (1) of this ITB document. The DISTRICT will not accept any

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

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additional questions after **Tuesday, October 14, 2014 at 2:00 P.M., PST**. The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at [www.cleanwaterteam.com/bid](http://www.cleanwaterteam.com/bid).

6.4 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 **Addendum Acknowledgement Form (Exhibit II)** provided within this ITB document. Failure to acknowledge receipt of all addenda may result in rejection of bid.

#### **7.0 DOCUMENT REVIEW:**

7.1 Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current ITB document. 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 Terms and Conditions, Section "C" of this ITB document. Bids submitted in response to this ITB may be reviewed by the public after issuance of the Notice of Intent to Award (NOIA) and after the DISTRICT has conducted its review/evaluation of all bids received. To review bid(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.

#### **8.0 PREPARATION OF BID FORM:**

8.1 Bid pricing must be submitted on **Bid Form (Pricing Sheet) (Exhibit VI)** provided in this ITB 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.

8.2 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".

#### **9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:**

9.1 Bid Submittal Packet, shall consist of all required exhibits as referenced in the Minimum Bid Packet Content Requirements, Section "F" of this ITB document. Each completed "Exhibit" referenced within this ITB document shall be included within the bid packet. These documents, together, comprise a final/complete bid packet. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may cause to reject the entire bid.

#### **10.0 SUBCONTRACTOR INFORMATION:**

10.1 Bidders shall 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 the **Subcontractor Information Form (Exhibit V)** provided within this ITB document. The business designations information provided in **Subcontractor Information Form (Exhibit V)** by Bidder is for DISTRICT'S information only.

#### **11.0 RESERVED:**

#### **12.0 DESCRIPTIVE LITERATURE:**

12.1 Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s)

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offered on its Bid Packet.

**13.0 PRODUCTS:**

13.1 New Product:

13.1.1 SUCCESSFUL BIDDER shall guarantee that the product provided to DISTRICT shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

13.1.2 A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

**14.0 BRAND NAMES "OR EQUAL":**

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

**15.0 SUBSTITUTIONS:**

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

15.1.1 Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.

15.1.2 Proof, satisfactory to DISTRICT, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.

15.1.3 Equivalent items may be subject to performance testing.

**16.0 TEST MODELS:**

16.1 DISTRICT may request, at no cost to DISTRICT, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

**17.0 RESERVED:**

**18.0 ORDER QUANTITIES AND UNIT PRICING:**

18.1 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.

**19.0 BALANCE OF LINE DISCOUNT DEFINED:**

19.1 The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of CONTRACT. Where indicated in the bid documents, Bidder shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms of CONTRACT. The percentage discount shall remain firm for the duration of

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

### **SOLICITATION NO. ITB-150011**

CONTRACT, but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. The price list(s) which is submitted with the bid must be current and in effect at the time of the bid opening. If more than one column of pricing is published, Bidder shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions or new requirements emerge, DISTRICT may use the discount to either clarify said discrepancies or utilize it for determining the basis of award.

#### **20.0 DISCOUNT TERMS OF PAYMENT:**

20.1 Terms of payment, as listed on the **Bid Form (Pricing Sheet) (Exhibit VI)**, shall be defined as the amount of discount offered by Bidder to DISTRICT if payment is made within a specified time frame.

20.1.1 Examples:

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

20.1.3 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.

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

20.1.5 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.

20.2 **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.**

#### **21.0 ADDITIONAL BIDS:**

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

#### **22.0 DEVIATIONS TO TERMS AND CONDITIONS:**

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

#### **23.0 DURATION OF OFFER:**

23.1 All offers (bids) submitted in association with this ITB 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.

#### **24.0 RESERVED:**

#### **25.0 BIDDER'S REPRESENTATION:**

25.1 **Each Bidder by submitting their Bid represents that:**

25.1.1 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.

25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.



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25.1.3 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 Addendum Acknowledgement Form (Exhibit II) provided within this ITB document. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

**26.0 SUBMISSION OF BIDS:**

26.1 All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the ITB number and description as referenced on page one (1) of this ITB document. Bidders are requested to submit one (1) Original signed Bid Packet, and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid Packet are referenced within the **Minimum Bid Packet Content Requirements within Section "F"** of this ITB document. 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 the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

26.2 All Bids shall be delivered and/or mailed to the following address prior to the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum:

26.2.1 Clark County Water Reclamation District  
Attn: Douglas Moore  
Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

26.3 **Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid.**

26.4 **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.** Every attempt should be made by bidders to ensure that the courier's packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open the submitted bid.

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

**27.0 COST TO PREPARE AND SUBMIT RESPONSE:**

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

**28.0 WITHDRAWAL OF BID:**

28.1 Before Bid Opening

28.1.1 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 "Designated Contact Person" referenced on page one (1) of this ITB document, in writing, or a bid release form has been properly completed and submitted to the Procurement Solutions Section. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

28.2 After the Bid Opening

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

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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 ITBs or may be required to forfeit its bid bond (if applicable).

#### **29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:**

29.1 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.

29.2 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.

#### **30.0 REJECTION OF BID:**

30.1 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.

#### **31.0 DISQUALIFICATION OF BIDDERS:**

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

31.1.1 Failure to use the specified Bid Form furnished by DISTRICT.

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

#### **32.0 TIE-BIDS:**

32.1 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.

32.2 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 (Provision 34.0) within the Uniform Instruction to Bidders, Section "B". 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.

#### **33.0 PROTESTS:**

33.1 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

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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 Notice of Intent 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.

33.2 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:

33.2.1 25% of the total value of the bid submitted by Bidder filing the notice of protest; or

33.2.2 \$250,000

33.3 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.

33.4 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.

33.5 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.

33.6 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.

#### **34.0 METHOD OF AWARD:**

34.1 Award will be made to the lowest responsive and responsible Bidder in aggregate, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by DISTRICT. Award of bid may require BOT approval. Bidders must bid on all items to be considered responsive. If a Bidder selects a "No Bid" option on any of the items specified within a specific line item, their bid will be deemed non-responsive.

#### **35.0 NOTICE OF AWARD:**

35.1 Award of this bid will be by the issuance of a purchase order. CONTRACT shall include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

#### **36.0 AUTHORIZED REPRESENTATIVE:**

36.1 The individual signing the Official Bid Offer and Acceptance Form (Exhibit I) provided within this ITB document, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents

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are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

**37.0 INITIAL TERM:**

37.1 The initial term of CONTRACT shall be from date of award for a period of one (1) year.

**38.0 CONTRACT RENEWAL:**

38.1 Upon expiration of the Initial Term, and so long as the DISTRICT appropriates funds to this CONTRACT, the CONTRACT will be automatically renewed for four successive one-year terms under the same terms and conditions. If the DISTRICT'S User Department elects not to renew this CONTRACT, the DISTRICT Purchasing Administrator or designee shall notify Successful Bidder in writing of non-renewal at least 30 days before the expiration of the then current term.

**39.0 CONTRACT EXTENSION:**

39.1 DISTRICT reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason, as long as the total contract term does not exceed a period of five (5) years. The current contract pricing shall remain in effect through the contract extension period.

39.2 The extension must be in writing from the DISTRICT but does not require amendment of this CONTRACT.

**40.0 INSURANCE:**

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

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

40.3 SUCCESSFUL BIDDER shall include the cost of the insurance coverages in its bid price(s). SUCCESSFUL BIDDER shall provide DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.

40.4 SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this ITB document, to be incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment "A"** of this ITB document. All Bidders shall include the cost of the insurance coverages in their bid price(s).

**41.0 FAILURE TO MAINTAIN COVERAGE:**

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

**42.0 ADDITIONS & DELETIONS:**

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42.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL BIDDER, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Bid Form (Pricing Sheet) (Exhibit VI)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the Successful Bidder's normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the ITB's intent if such rates are found to be fair and reasonable.

**43.0 PRICE ADJUSTMENT REQUESTS:**

43.1 Commencing on contract award date, prices shall not be subject to change during the initial first year 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 the annual contract term date to the Clark County Water Reclamation District, Purchasing Administrator and/or designee at 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) shall be accepted from SUCCESSFUL BIDDER annually.

43.2  Suitable Proof:

43.2.1 The SUCCESSFUL BIDDER must submit suitable proof for their price adjustment request. Suitable proof may consist of Bureau of Labor Statistics Chemical and Allied Products Index (PPI) - Series ID No.WPU061, Letter from Manufacturer/ Distributor, and or other data that can be independently verified. The following Producer Price Indices (PPI) should be referenced in the SUCCESSFUL BIDDER's request:

43.2.2 The DISTRICT expects the SUCCESSFUL BIDDER to remain the most competitive supplier of goods covered by this Contract. If the DISTRICT determines that the SUCCESSFUL BIDDER'S price adjustment request is not the most competitive price, the DISTRICT reserves the right to terminate the Contract and re-award the Contract to the next low bidder without rebidding.

43.2.3 The DISTRICT shall receive the benefit of a price decrease to any line item at any time during the initial first year term and for any subsequent term(s) if the decrease exceeds (3) three percent of Contract price. If, at the point of exercising the price adjustment provision, suitable proof, as defined above, shows that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to DISTRICT in their price adjustment request, DISTRICT reserves the right to place SUCCESSFUL BIDDER in default, terminate Contract, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

43.2.4 Should drastic market conditions occur which dictate a significant price adjustment of any line item(s) during the term of Contract, DISTRICT may consider these adjustments in addition to the allowed annual adjustment, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to DISTRICT requesting permission and explaining in detail the unforeseen circumstances predicated the request to adjust pricing. Suitable proof shall be required as defined above. General industry correspondence with regards to market conditions are not suitable proof.

43.2.5 For any pricing adjustment request to be implemented, the percentage change must be greater than (3) three percent up or down. No other Price Adjustments will be allowed, including fuel surcharges.

**44.0 STOCKS AND WAREHOUSE FACILITIES:**

44.1 In order to receive bid award consideration, the BIDDER shall maintain sufficient stock(s) to fulfill normal DISTRICT requirements as set forth herein. BIDDER must demonstrate that he/she is able to secure all required product within a 24-hour period, and demonstrate access to sufficient production capacity to provide uninterrupted supply of FERRIC CHLORIDE during periods of peak usage.

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44.2 An inspection/site visit may be made by the DISTRICT to determine whether BIDDER actually has access to sufficient capacity and stock.

44.2.1 Adequate stock inventory and production capacity shall be considered a responsible factor in determining award. Adequate is defined as having, in stock, a storage capacity of two (2) weeks supply of FERRIC CHLORIDE for the locations supplied.

44.3 BIDDER must be able to demonstrate he/she is able to secure all required product within a 48 hour period.

**45.0 PRE-PERFORMANCE CONFERENCE:**

45.1 Subsequent to contract award, the SUCCESSFUL BIDDER shall be required to attend a pre-performance conference. The DISTRICT's assigned Project Manager or designee will host the pre-performance conference. The purpose of the pre-performance conference is for the SUCCESSFUL BIDDER to introduce his/her assigned Project Manager/Account Representative to the DISTRICT staff and for DISTRICT staff to introduce the primary contract representatives of the DISTRICT.

45.2 Items to be addressed at the conference shall include, but are not limited to, the following:

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure Successful Bidder can meet all the specified requirements of the CONTRACT.

**45.0 STATE OF NEVADA LEGAL HOLIDAYS:**

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

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Independence Day

46.1.5 Labor Day

46.1.6 Nevada Admission Day

46.1.7 Veteran's Day

46.1.8 Thanksgiving Day and the Friday After

46.1.9 Christmas Day

46.1.10 New Year's Day

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

**SECTION C - GENERAL TERMS AND CONDITIONS**  
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**1.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:**

1.1 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.

**2.0 AUDITS:**

2.1 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.

**3.0 AUTHORITY:**

3.1 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.

**4.0 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:**

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

**5.0 CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:**

5.1 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.

**6.0 COLLUSION AND ADVANCE DISCLOSURES:**

6.1 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.

6.2 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.

**7.0 CONSUMPTION ESTIMATES:**

7.1 The quantities appearing in the **Bid Form (Pricing Sheet) Exhibit VI** are examples and 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.

**8.0 CONTRACT AMENDMENTS:**

## **SECTION C - GENERAL TERMS AND CONDITIONS**

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8.1 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.

#### **9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:**

9.1 Any Bidder recommended for award of CONTRACT by the BOT is required to provide the information on the **Disclosure of Ownership/Principals Form (Exhibit VII)** provided within this ITB document. The **Disclosure of Ownership/Principals Form (Exhibit VII)** shall be submitted with the Bidders Bid Packet. Failure to fill out and submit the subject form by Bidders may be cause for rejection of the bid.

#### **10.0 DRUG-FREE WORKPLACE:**

10.1 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.

#### **11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:**

11.1 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.

#### **12.0 FEDERAL, STATE, LOCAL LAWS:**

12.1 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.

#### **13.0 FISCAL FUNDING OUT:**

13.1 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.

#### **14.0 FORCE MAJEURE:**

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

#### **15.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:**

15.1 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.

#### **16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:**

16.1 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



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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:

- 16.1.1 Amendment(s)
- 16.1.2 General Terms and Conditions
- 16.1.3 Addenda
- 16.1.4 Uniform Instructions to Bidders
- 16.1.5 Federal Requirements (If Applicable)
- 16.1.6 Special Terms and Conditions
- 16.1.7 Technical Specifications/Scope of Work

**17.0 INDEMNITY:**

17.1 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.

**18.0 INVOICING:**

18.1 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.

18.2 All invoices should include the following information:

- 18.2.1 Company Name
- 18.2.2 Complete Address (including street, city, state, and zip code)
- 18.2.3 Telephone Number
- 18.2.4 Contact Person
- 18.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)
- 18.2.6 DISTRICT Purchase Order Number
- 18.2.7 Company's Tax Identification Number
- 18.2.8 Bid Number
- 18.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
- 18.2.10 Percentage Discounts/ Payment Terms (if offered)

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18.2.11 Company's Invoice Number

18.3 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 (Pricing Sheet) Exhibit VI**. 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.

**19.0 INVOICE AUDITS:**

19.1 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 (Pricing Sheet) Exhibit VI**. The format of the report will depend on the pricing structure provided on the **Bid Form (Pricing Sheet) Exhibit VI**. 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.

**20.0 NON-DISCRIMINATION:**

20.1 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.

**21.0 NON-ENDORSEMENT:**

21.1 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.

**22.0 OUT OF STATE SUPPLIERS:**

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

**23.0 PARTIAL PAYMENTS:**

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

**24.0 PATENT INDEMNITY:**

24.1 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

## **SECTION C - GENERAL TERMS AND CONDITIONS**

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SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

24.2 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.

#### **25.0 PUBLIC RECORDS:**

25.1 The 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. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the DISTRICT may not be disclosed until the bid is recommended for award of a contract.

#### **26.0 PURCHASE ORDERS:**

26.1 The Procurement Solutions Section will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

#### **27.0 RIGHT OF INSPECTION AND REJECTION:**

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

#### **28.0 SEVERABILITY:**

28.1 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.

#### **29.0 SUBCONTRACTS:**

29.1 Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of OWNER. Approval by OWNER of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by OWNER 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 OWNER caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

#### **30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:**

30.1 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 OWNER 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 OWNER. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

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**31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:**

- 31.1 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.
- 31.2 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.
- 31.3 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.

**32.0 TAXES:**

- 32.1 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.

**33.0 TERMINATION FOR CONVENIENCE:**

- 33.1 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 day's written notice of intent to terminate.

**34.0 TERMINATION FOR CAUSE:**

- 34.1 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.

**35.0 TITLE AND RISK OF LOSS:**

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

**36.0 USE BY OTHER GOVERNMENT ENTITIES:**

- 36.1 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.

**37.0 WARRANTY:**

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

**SECTION D - SPECIAL TERMS AND CONDITIONS**  
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**1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:**

- 1.1 Apparent low Bidder shall furnish the following information and documents within ten (10) business days of DISTRICT'S request:
- 1.1.1 SUCCESSFUL BIDDER shall designate an Account Representative to assist the DISTRICT with its request and to provide contract oversight. Provide name, phone number and e-mail address of Account Representative. Should another Account Representative be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify DISTRICT, in writing, within ten (10) business days of the change;
- 1.1.2 SUCCESSFUL BIDDER shall provide a copy of its current Insurance Certificate that is in accordance to the Insurance Requirements as set forth within this ITB, Section B - Uniform Instructions to Bidders;
- 1.1.3 Each BIDDER shall provide certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer per guidelines outlined within Section E-Specifications/Scope of Work Article 4.0 Analysis & Sampling.
- 1.1.3.1 SUCCESSFUL BIDDER may be required to provide one (1) analysis sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer throughout the life of the contract per guidelines outlined within Section E-Specifications/Scope of Work Article 4.0 Analysis & Sampling.
- 1.1.4 SUCCESSFUL BIDDER shall provide the name, phone number, e-mail address and physical address of the local facility and/or its authorized representative;
- 1.1.5 SUCCESSFUL BIDDER shall provide a copy of the product's printed specifications advertising literature or catalogs as specified;
- 1.1.6 SUCCESSFUL BIDDER shall provide a copy of the product's current price list(s).
- 1.1.7 SUCCESSFUL BIDDER shall provide a proof of authorized representative who can bind contract (i.e. copy of corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority).

**2.0 ENGLISH SPEAKING REPRESENTATIVE:**

- 2.1 DISTRICT requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

**3.0 RESERVED:**

**4.0 LOCATION AND HOURS:**

- 4.1 Deliveries shall be made to the Las Vegas CCWRD Warehouse location at 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 4:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.

**5.0 F.O.B. DESTINATION - FREIGHT PRE-PAID:**

- 5.1 SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to DISTRICT'S destination(s). All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

**6.0 FAILURE TO DELIVER:**

- 6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily

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procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

**7.0 DAMAGED OR DEFECTIVE PRODUCTS:**

7.1 SUCCESSFUL BIDDER shall replace, at no cost to DISTRICT, damaged or defective products within three (3) calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay DISTRICT any difference between the bid price and the price paid to the other supplier.

**8.0 SUPPLIER'S STOCK:**

8.1 SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

**9.0 SAFETY REQUIREMENTS:**

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

**10.0 PERFORMANCE REQUIREMENTS:**

10.1 DISTRICT considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, DISTRICT is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify DISTRICT and make recommendations to bring the non-compliant issue/concern up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

**11.0 FIELD ENGINEERING/TECHNICAL EXPERT SERVICES:**

11.1 Should the product fail to operate properly upon inception, the SUCCESSFUL BIDDER shall provide the services of a field engineer/technical expert, as needed. This service shall be furnished by the SUCCESSFUL BIDDER at no additional cost to DISTRICT.

**12.0 TRAINING:**

12.1 DISTRICT may periodically require SUCCESSFUL BIDDER to provide formal training and safety sessions to the DISTRICT'S assigned personnel at "NO COST" to the DISTRICT. Training shall be provided to DISTRICT'S personnel by a qualified Trainer and/or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product.

12.2 Such Safety sessions are to consist of the following:

12.3 A videotape, DVD, filmstrip, slide presentation, online/learning management information system and/or live trainer presentation on the general safe handling of Ferric Chloride Chemicals.

12.4 Coverage in such presentation shall consist of the main safety hazards and general information as covered within the material safety data sheet.

12.5 Coverage in such presentation shall consist of the general characteristics and behavior of Ferric Chloride Chemicals.

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12.6 The training shall take place at a location designated by DISTRICT'S Designated Representative.

**13.0 INVOICING REQUIREMENT:**

13.1 This Bid may represent the requirements from numerous DISTRICT departments. Each user department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and/or services are required and list the location where associated invoices shall be sent.

13.2 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.

**14.0 DISPUTES:**

14.1 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/her progress schedule in accordance with the requirements of CONTRACT and the determination of DISTRICT, pending resolution of any dispute.

**15.0 LIQUIDATED DAMAGES:**

15.1 Ferric Chloride is critical to the overall operations of the DISTRICT and the health, welfare and well-being of the citizens of Clark County. If the SUCCESSFUL BIDDER does not meet the contract requirements or causes the DISTRICT to experience a Permit Violation, the SUCCESSFUL BIDDER shall pay the DISTRICT "liquidated damages":

15.1.1 ALL COST INCURRED BY THE DISTRICT TO COMPLETE CONTRACT REQUIREMENTS LEFT UNFILLED BY THE SUCCESSFUL BIDDER, WHICH COULD INCLUDE THE COST OF PROCURING THE PRODUCT FROM ANOTHER SUPPLIER.

15.1.2 ANY AND ALL ACTUAL FINES LEVIED TO THE DISTRICT. THESE FINES CAN BE ASSESSED DAILY, WITH MORE THAN ONE VIOLATION PER DAY.

15.1.2.1 The cause of permit violation by the SUCCESSFUL BIDDER shall include, but not be limited to: chemical that does not meet Technical Specifications; contaminants in the chemical which result in Permit Violation, or which cause a violation the Water Quality Standards; or deliveries not received as specified in the contract.

15.1.3 Additionally please refer to the following provision 16.0 LIQUIDATED DAMAGES – COMPLETION OF CONTRACT.

**16.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:**

16.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **\$25,000.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

**17.0 AIR POLLUTION:**

17.1 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.

**18.0 CLEANING UP:**

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18.1 The SUCCESSFUL BIDDER of Ferric Chloride shall make certain that the Ferric Chloride delivery trucks ARE NOT washed out within the DISTRICT'S property. The SUCCESSFUL BIDDER will be responsible for any spillage caused by accident and/or negligence.

**19.0 MATERIAL SAFETY DATA SHEETS (MSDS):**

19.1 Prior to delivery and/or upon request by the DISTRICT, the SUCCESSFUL BIDDER shall provide the DISTRICT with current MSDS for all hazardous materials and products procured under this contract.

19.1.1 A copy of the most current MSDS Report for the chemical being delivered.

19.1.2 National Sanitation Foundation certification for the quoted chemical.

19.1.3 Chemical certificate of analysis for the chemical being delivered.

19.1.4 SUCCESSFUL BIDDER must supply a copy of the MSDS when the test product arrives on property.

**20.0 VERIFICATION AND REQUIREMENTS:**

20.1 The SUCCESSFUL BIDDER understands and acknowledges that the participating agencies provide service essential to the health, welfare and well-being of the public. Failure of the SUCCESSFUL BIDDER to provide contracted chemicals may jeopardize the DISTRICT'S ability to provide timely services, which may affect the health, welfare and well-being of the public served by the DISTRICT.

20.2 In the event of product shortages at any level of production to delivery chain, SUCCESSFUL BIDDER agrees and affirms that the DISTRICT will be given the "earliest possible notice" and the "highest priority" for allocation of the chemicals listed herein. To the extent the SUCCESSFUL BIDDER must prioritize and/or allocate delivery among its customers, the requirements of the DISTRICT under this agreement will be honored before chemicals are provided to any other customer(s) with no such obligations.

**21.0 DELIVERY:**

21.1 SUCCESSFUL BIDDER shall email Designated DISTRICT Representative when order is ready to ship; DISTRICT shall provide SUCCESSFUL BIDDER with the Designated Representative(s) contact information (i.e. e-mail, telephone, mobile and fax numbers) at scheduled Pre-Performance Conference. (Refer to Section E, Specifications/Scope of Work, and Article 7.0 Deliveries for further instructions)

21.2 All deliveries must be onsite at the DISTRICT to unload no earlier than 6:00 AM and no later than 4:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.

21.3 The SUCCESSFUL BIDDER shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State, Local and DISTRICT requirements. Chemical containers supplied by the SUCCESSFUL BIDDER shall be the sole responsibility of the SUCCESSFUL BIDDER at all times and in any circumstance. The DISTRICT will not pay demurrage of other charges unless the SUCCESSFUL BIDDER leaves the container beyond the delivery date. The control number shall be provided to the DISTRICT Designated Representative at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the DISTRICT may be cause for refusal of the delivery.

21.4 All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

21.4.1 Company Name

21.4.2 Purchase Order and/or Call Order Number (release number)

21.4.3 Date of Delivery and Date of Order

21.4.4 Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the Contract



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21.4.5 Name of authorized representative ordering supplies

21.5 The SUCCESSFUL BIDDERS delivery ticket will be signed in duplicate by the SUCCESSFUL BIDDERS Designated Representative. One copy will be given to the DISTRICT'S Designated Representative who signs for the delivery and a second copy will be retained by the SUCCESSFUL BIDDER. If required by the DISTRICT, the SUCCESSFUL BIDDER will call/e-mail the DISTRICT'S Designated Representative prior to delivery and shall e-mail/fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

21.6 The DISTRICT has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

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## **SECTION E - SPECIFICATIONS / SCOPE OF WORK**

### **SOLICITATION NO.: ITB-150011**

#### **1.0 INTENT:**

1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure Ferric Chloride chemicals, which are utilized by the DISTRICT to support its ongoing operational needs. Moreover, the DISTRICT anticipates other governmental agencies within the region (i.e. City of Las Vegas, Las Vegas Valley Water District, City of Henderson and the City of North Las Vegas) may join and utilize this contract. As a result, per **EXHIBIT VI - Bid Form (Pricing Sheet)** each agency estimated usage/volumes/requirements have been factored and are incorporated within this agreement.

#### **2.0 QUALITY OF FERRIC CHLORIDE:**

2.1 The SUCCESSFUL BIDDER recognizes that the DISTRICT'S successful operation of its Water Resource Facilities are dependent upon the use of Ferric Chloride, which shall meet and be in compliance with the minimum quality standards as stated within these specifications. Therefore, in order for the DISTRICT to monitor and insure quality standards, the SUCCESSFUL BIDDER shall provide to the DISTRICT a written analysis of each shipment prior to, or at the time of receipt of each shipment.

2.2 The SUCCESSFUL BIDDER shall certify in writing that each load of Ferric Chloride delivered to the DISTRICT is compliant with the quality requirements of these specifications. The SUCCESSFUL RESPONDENT shall provide the DISTRICT Designated Representative(s) with a certificate of analysis. In any event, the SUCCESSFUL BIDDER recognizes that delivery of Ferric Chloride meeting the requirements of these specifications is the SUCCESSFUL BIDDER'S sole responsibility and that the DISTRICT shall not be required to accept delivery of any amount of Ferric Chloride not complying with the quality requirements of these specifications.

2.2.1 "Acceptance of Delivery" shall for the purpose of this agreement occur when the DISTRICT transfers a delivery of Ferric Chloride from the SUCCESSFUL BIDDER'S delivery vehicle to the DISTRICT'S onsite storage facility(s) and/or Storage Totes. The SUCCESSFUL BIDDER shall remain solely responsible for the quality of Ferric Chloride prior to acceptance of delivery; acceptance of delivery by the DISTRICT shall not in any respect release the SUCCESSFUL BIDDER from liability for damages to the DISTRICT as a result of delivery by the SUCCESSFUL BIDDER of any load, which at time of delivery did not meet the DISTRICT'S minimum quality standards.

2.2.2 The SUCCESSFUL BIDDER failure to provide Ferric Chloride proper quality will constitute a breach of this agreement, for which the DISTRICT may seek alternative sources of suitable materials at the SUCCESSFUL BIDDER'S expense, remedies herein, or other remedies as otherwise available by law or equity. In any event, the DISTRICT shall not be responsible for payment of compensation to the SUCCESSFUL BIDDER for delivery of Ferric Chloride, which does not substantially conform to the requirements stated within these specifications.

#### **3.0 MINIMUM REQUIREMENTS:**

3.1 The SUCCESSFUL BIDDER shall be responsible for providing an qualified Project Manager and/or Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by the DISTRICT.

3.1.1 As applicable, SUCCESSFUL BIDDER shall be named as an Authorized Distributor of Record (ADR) by the manufacturer and shall provide such record upon request by DISTRICT.

3.2 The Ferric Chloride chemicals will be used primarily for coagulating undigested activated sewage sludge to aid in filtration on drum-type vacuum filters at the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Ave., Las Vegas, NV 89122. The sewage sludge solids after filtration shall be disposed of by land fill.

#### **3.3 Description:**

3.3.1 The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine and iron ore. Use of byproducts generated from the production of other materials (such as titanium

## SECTION E - SPECIFICATIONS / SCOPE OF WORK

### SOLICITATION NO.: ITB-150011

dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.

3.3.2 The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to meet the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.

#### 3.4 **Physical:**

3.4.1 The Ferric Chloride provided shall be red-brown clear, such that the reading of Rota meter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid delivered product shall be free of sand, grit and other materials that may plug up the delivery apparatus; it shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.

#### 3.5 **Chemical Composition:**

3.5.1 The Ferric Chloride, as delivered, shall not be in a solution of not less than 37% but not more than 42% FeCl<sub>3</sub> by weight. The total iron as ferrous shall not exceed 0.5%. The free acid as hydrochloric shall not exceed 0.5%.

#### 4.0 **ANALYSIS & SAMPLING:**

##### 4.1 **Analysis:**

4.1.1 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the FeCl<sub>3</sub> produced by more than one manufacturer. Moreover, the apparent lowest responsive BIDDER must submit an analysis for each manufacturer. For each analysis submitted, the apparent lowest responsive BIDDER shall identify the manufacturer and plant location, and list the source for raw materials used to produce the FeCl<sub>3</sub> including the supplier name and location. All analyses shall be performed per the section titled "Testing Methods" of the American Water Works Association (AWWA) Standards for Ferric Chloride.

4.1.2 Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.**

4.1.3 The following information shall be provided to the DISTRICT Designated Representative from one load of Ferric Chloride delivered each quarter. Data is to be reposted to the DISTRICT within one (1) month after the load is delivered by the SUCCESSFUL BIDDER. Throughout the life of this contract, the DISTRICT reserves the right to order the following information on as needed basis:

4.1.3.1 Production lot number

4.1.3.2 Delivery Date

4.1.3.3 All Impurities listed in Specification No. 3D

4.1.3.4 Source of water used to prepare the Ferric Chloride

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4.1.3.5 Source of water used to perform any subsequent dilution's of the Ferric Chloride prior to delivery to the Owner

4.1.3.6 Cadmium, mg Cd/L

4.1.3.7 Chromium, mg Cr/L

4.1.3.8 Copper, mg Cu/L

4.1.3.9 Mercury, mg Hg/L

4.1.3.10 Molybdenum, mg Mo/L

4.1.3.11 Perchlorate concentration in the water used to prepare lots specified. The detection limit for Perchlorate analysis shall be adequate to determine the compliance with the specifications.

**4.2 Sampling:**

4.2.1 Sampling a shipment of FeCl<sub>3</sub> for analysis in case of possible chemical or physical anomalies, shall be conducted to comply with the section entitled "Testing Methods" of the AWWA Standards on a random basis.

**4.3 Delivered Sampling:**

4.3.1 A sample may be required from the SUCCESSFUL BIDDER. Upon receipt of a written request, within ten (10) calendar days, the SUCCESSFUL BIDDER shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Ferric Chloride Sample, Contract No. ITB-150011" and identify the manufacturer and manufacturer's plant location.

4.3.2 Location for shipping the samples is as follows:

Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Ferric Chloride Sample - Contract No. ITB-150011  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122

4.3.3 Thereafter, throughout the life of the contract, the DISTRICT has the right to request samples.

**5.0 CONTAMINATION:**

5.1 The delivery truck must only be used to transport Ferric Chloride and be washed out prior to loading Ferric Chloride to avoid contamination. The tank truck container shall be carefully inspected by the SUCCESSFUL BIDDER to ensure freedom from contaminant material prior to loading of the Ferric Chloride supplied under these specifications.

5.2 Impurities shall not exceed the levels set forth in the following table:

<b>5.2.1</b>	<b><u>IMPURITY</u></b>	<b><u>IMPURITY LEVEL</u></b>
5.2.2		Mg/L or ppm
5.2.3	Arsenic	80
5.2.4	Cadmium	30
5.2.5	Chromium	80
5.2.6	Copper	80
5.2.7	Lead	80
5.2.8	Mercury	3
5.2.9	Molybdenum	20
5.2.10	Perchlorate	Less than 20 ppb

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5.2.11	Selenium	20
5.2.12	Silver	80

**6.0 REJECTION OF MATERIAL(S):**

6.1 The DISTRICT reserves the right to test samples collected during delivery to ensure that the Ferric Chloride meets the specifications herein. If, in the opinion of the DISTRICT, there is a necessity to remove Ferric Chloride, it shall be the SUCCESSFUL BIDDER'S responsibility to remove and replace all Ferric Chloride contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the DISTRICT shall remove the Ferric Chloride and the cost of removal and disposal shall be billed to the SUCCESSFUL BIDDER. No charges will be made for delivered material that is rejected for non-conformance to specifications.

**7.0 DELIVERIES:**

7.1 Tanker truck deliveries of Ferric Chloride shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Ferric Chloride. The DISTRICTS current delivery schedule is approximately: One truck/tanker every three days including weekends.

7.1.1 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Ferric Chloride to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

7.2 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date.  
**NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.**

7.3 The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs. containers for deliveries to the DISTRICT. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.

7.4 Certificate of Analysis: It is the SUCCESSFUL BIDDER'S responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the DISTRICT. The certificate shall be signed by an authorized employee of the SUCCESSFUL BIDDER and specify the following information to the DISTRICT Designated Representative:

7.4.1 Production lot number

7.4.2 Percent by weight – total iron

7.4.3 Percent by weight – ferric iron

7.4.4 Percent by weight – ferrous iron

7.4.5 Percent free hydrochloric acid

7.4.6 Liquid specific gravity

7.4.7 Date of analysis

7.4.8 Date of manufacture

7.5 No deliveries will be accepted by the DISTRICT unless accompanied by a Material Compliance Certificate of analysis for the specific batch or lot of chemical delivered and the specifications listed above are met.

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- 7.6 Sampling and testing shall be conducted in accordance with the AWWA:ANSI and ASTM specifications.
- 7.7 Charges for the certificate of analysis shall be factored and included within the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.
- 7.8 A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.
- 7.9 Failure to provide reliable, analytical data may constitute a breach of contract.

**8.0 BILL OF LADING:**

- 8.1 The bill of lading shall contain the following information:
- 8.1.1 Product name & uniform CAS number
- 8.1.2 Net Weight
- 8.1.3 % FeCl<sub>3</sub>
- 8.1.4 Specific Gravity
- 8.1.5 Date Delivered
- 8.1.6 Reference number
- 8.1.7 District Purchase Order number
- 8.1.8 Point of Origin
- 8.2 Support documentation may be attached but the above must be on the bill of lading.

**9.0 SILENCE OF SPECIFICATIONS:**

- 9.1 The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The SUCCESSFUL BIDDER shall be an established supplier of the items bid.

**10.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:**

- 10.1 **Industry Standards:** As they are generally understood and accepted within that industry across the nation, SUCCESSFUL BIDDER will be deemed to be intimately familiar with the industry standards for items referenced. With this knowledge Bidder(s) are instructed to bid appropriately and properly identify the accepted industry standard.

**11.0 REPORTS:**

- 11.1 The SUCCESSFUL BIDDER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Designated Representative(s) within 30 calendar days at the end of each quarter. The end of the quarter is defined as every fourth month of the calendar year.
- 11.2 The SUCCESSFUL BIDDER shall submit one of the following reports independently or in combination quarterly until the end of the contract term.

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- 11.2.1 **Itemized Report:** Shall consist of all items purchased by the DISTRICT for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders.**
- 11.2.2 **Governmental Agency Utilization Report:** Shall include Governmental Agency name, date of last purchase, quantity purchased and total dollars purchased for the previous quarter.
- 11.2.3 **Fill Rate Report:** Shall include the number of DISTRICT orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the SUCCESSFUL BIDDER shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.
- 11.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering Governmental Agency.

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**SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS**  
**SOLICITATION NO.: ITB-140055**

1.0 To simplify the determination of the lowest responsive and responsible bidder and to obtain the maximum degree of comparability, all Prospective Bidder(s) must at a minimum submit the required forms as outlined in “Table One (1)” below. Failure to submit required forms listed below within the Bidders Bid Packet may result in Rejection of Bid.

<b>TABLE ONE (1) – REQUIRED BID FORMS</b>
Signed Official Bid Offer and Acceptance Form (Exhibit I)
Addendum Acknowledgment Form (Exhibit II)
References Form (Exhibit III)
Business Designation Group Form (Exhibit IV)
Subcontractor Information Form (Exhibit V)
Bid Form (Pricing Sheet) (Exhibit VI)
Disclosure Of Ownership/Principals Form (Exhibit VII)
Business License Information Form (Exhibit VIII)
One (1) Hard Copy (Copy) of the entire Original signed Bid package
One (1) Electronic CD Copy or USB Flash Drive of the scanned copy of the entire Original signed Bid package

2.0 **Table 2:** Lists other documents and forms that should be reviewed by Bidder, but are not required to be submitted with the bid. The DISTRICT will request these forms, as applicable, to be completed and submitted to the DISTRICT by the recommended/successful Bidder(s):

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Per Section E - Specification/Scope of Work, Article 4.0, Provision 4.1.1; Provide a certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer
Insurance Requirements (Attachment “A”)
Affidavit for Sole Proprietor (ONLY) (Attachment “B”)



**EXHIBIT I – OFFER AND ACCEPTANCE FORM**  
**SOLICITATION NO.: ITB-150011**

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS 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 AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINIETY (90) DAYS.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

\_\_\_\_\_  
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_  
Street Address or P.O. Box

\_\_\_\_\_  
City – State – Zip Code

Telephone No. of Bidder: (\_\_\_\_\_) \_\_\_\_\_

Fax No. of Bidder: (\_\_\_\_\_) \_\_\_\_\_

E-mail Address of Bidder: \_\_\_\_\_

**EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ITB-150011**

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	
<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	
<b>Addendum No.</b>		<b>Addendum No.</b>		<b>Addendum No.</b>	

**EXHIBIT III – REFERENCES FORM**  
**SOLICITATION NO.: ITB-150011**

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least one contract(s), **as a prime contractor**, in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The District reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the District's minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.**

1. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contract Award Date: \_\_\_\_\_ Contract Completion Date: \_\_\_\_\_  
Contract Name/Title: \_\_\_\_\_  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM**  
**SOLICITATION NO.: ITB-150011**

**FOR INFORMATIONAL PURPOSES ONLY:**

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

***STATE OF NEVADA BUSINESSES***

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**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.

**EMERGING SMALL BUSINESS (ESB):**

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

***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.

**EXHIBIT V – SUBCONTRACTOR INFORMATION FORM**  
**SOLICITATION NO.: ITB-150011**

It is Bidder 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, ESB subcontractors will be used.

**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-150011**

LINE ITEM	DESCRIPTION	MANUFACTURER	PRODUCT STOCK NUMBER	UNIT OF MEASURE	ESTIMATED ANNUAL QTY.	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Ferric Chloride (Onsite Storage Facilities)			Dry Ton	7,000*	\$	\$
2	Ferric Chloride (Storage Totes)			Dry Ton	400**	\$	\$

<b>TOTAL AMOUNT</b>	<b>\$</b>
---------------------	-----------

\* Estimated Quantities is inclusive of the delivery requirements to Onsite Storage Facility(s) (Per Section E – Specifications/Scope of Work, Provision 2.0 Quality of Ferric Chloride, Article 2.2.1).

\*\* Estimated Quantities is inclusive of the delivery requirements of Storage Totes (Per Section E – Specifications/Scope of Work, Provision 2.0 Quality of Ferric Chloride, Article 2.2.1).

**PER SECTION B – UNIFORM INSTRUCTIONS TO BIDDERS, PROVISION 20:0:**

**BIDDER DISCOUNTED TERMS OF PAYMENT:** \_\_\_\_\_%, \_\_\_\_\_ calendar days, if offered/applicable by Bidder

**BIDDER STANDARD DELIVERY TIMEFRAME:**

\_\_\_\_\_ Calendar days (Maximum 120 calendar days)

**EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**  
**SOLICITATION NO.: ITB-150011**

**COVER/TITLE PAGE**

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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. Are you a publicly-traded corporation?**     Yes     No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    *(If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)*
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    *(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)*

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

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

***For County Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM**  
**SOLICITATION NO.: ITB-150011**

**BUSINESS LICENSE INFORMATION**

**CURRENT STATE:**                      **LICENSE NO.**

**ISSUE DATE:**                      **EXPIRATION DATE:**

**CURRENT COUNTY:**                      **LICENSE NO.**

**ISSUE DATE:**                      **EXPIRATION DATE:**

**CURRENT CITY:**                      **LICENSE NO.**

**ISSUE DATE:**                      **EXPIRATION DATE:**

# **ATTACHMENT "A" – INSURANCE REQUIREMENTS**

## **SOLICITATION NO.: ITB-150011**

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

### **1.0 FORMAT / TIME:**

1.1 SUCCESSFUL BIDDER shall provide DISTRICT with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

### **2.0 BEST KEY RATING:**

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

### **3.0 DISTRICT COVERAGE:**

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL BIDDER'S insurance shall be primary as respects DISTRICT, its officers and employees.

### **4.0 ENDORSEMENT / CANCELLATION:**

4.1 SUCCESSFUL BIDDER'S commercial general liability, automobile liability and pollution liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

### **5.0 DEDUCTIBLES:**

5.1 All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

### **6.0 AGGREGATE LIMITS:**

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

### **7.0 COMMERCIAL GENERAL LIABILITY:**

7.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

### **8.0 AUTOMOBILE LIABILITY:**

8.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUCCESSFUL BIDDER and **any auto** used for the performance of services under

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: ITB-150011**

CONTRACT.

**9.0 POLLUTION LIABILITY:**

9.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence, which may arise from services rendered by SUCCESSFUL BIDDER for its performance under CONTRACT.

**10.0 WORKERS' COMPENSATION:**

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

**11.0 FAILURE TO MAINTAIN COVERAGE:**

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

**12.0 ADDITIONAL INSURANCE:**

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

**13.0 DAMAGES:**

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

**14.0 COST:**

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

**15.0 INSURANCE SUBMITTAL ADDRESS:**

15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

**16.0 INSURANCE FORM INSTRUCTIONS:**

16.1 The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: ITB-150011**

**16.1.4 Commercial General Liability (Per Occurrence)**

- 16.1.4.1 Policy Number
- 16.1.4.2 Policy Effective Date
- 16.1.4.3 Policy Expiration Date
- 16.1.4.4 General Aggregate (\$2,000,000)
- 16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)
- 16.1.4.6 Personal & Advertising Injury (\$1,000,000)
- 16.1.4.7 Each Occurrence (\$1,000,000)
- 16.1.4.8 Fire Damage (\$50,000)
- 16.1.4.9 Medical Expenses (\$5,000)

**16.1.5 Automobile Liability (Any Auto)**

- 16.1.5.1 Policy Number
- 16.1.5.2 Policy Effective Date
- 16.1.5.3 Policy Expiration Date
- 16.1.5.4 Combined Single Limit (\$1,000,000)

**16.1.6 Worker's Compensation**

**16.1.7 Pollution Liability (Per Occurrence)**

- 16.1.7.1 Combined Single Limit (\$1,000,000)
- 16.1.8 Description: ITB-150011 for Chemicals, Ferric Chloride (must be identified on the initial insurance form and each renewal form).
- 16.1.9 Certificate Holder
  - 16.1.9.1 Clark County Water Reclamation District  
c/o Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122
- 16.1.10 Appointed Agent Signature to include license number and issuing state.

# ATTACHMENT "A" – INSURANCE REQUIREMENTS

## SOLICITATION NO.: ITB-150011

CLARK COUNTY CERTIFICATE OF INSURANCE					ISSUED DAY (MM/DD/YY)
<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURED</b> <b>2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b>					<b>3. BEST RATING</b>  COMPANY'S BEST KEY RATING
<b>COMPANIES AFFORDING COVERAGE</b> COMPANY LETTER <b>A</b> COMPANY LETTER <b>B</b> COMPANY LETTER <b>C</b> COMPANY LETTER <b>D</b> COMPANY LETTER <b>E</b>					
<b>COVERAGES</b>					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>4.</b>	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE    \$(D)    2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.    \$(E)    2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY    \$(F)    1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE    \$(G)    1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)    \$(H)    50,000
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person)    \$(I)    5,000
<b>5.</b>	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT    \$(M)    1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)    \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)    \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE    \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	DEDUCTIBLE \$ _____				
<b>6.</b>	EXCESS LIABILITY				EACH OCCURRENCE    \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE    \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT    \$
					DISEASE POLICY LIMIT    \$
					DISEASE EACH EMPLOYEE    \$
<b>7.</b>	POLLUTION LIABILITY	(N)	(O)	(P)	PER OCCURRENCE    \$(Q)    1,000,000
<b>8.</b>	NA	(R)	(S)	(T)	LIMIT (PER OCCURRENCE)    \$(U)    NA
<b>9. DESCRIPTION OF BID: BID NO. ITB-150011 FOR CHEMICAL, FERRIC CHLORIDE</b>					
<b>10. CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>
CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SECTION 5857 E. FLAMINGO RD LAS VEGAS, NV 89122					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
					<b>11. APPOINTED AGENT SIGNATURE</b> _____
					INSURER LICENSE NUMBER _____
					ISSUED BY STATE OF _____

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
SOLICITATION NO.: ITB-150011**

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: \_\_\_\_\_

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
C/O PROCUREMENT SOLUTIONS SECTION  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

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

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

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



**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)  
SOLICITATION NO.: ITB-150011**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_ being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 150011, entitled Chemical, Ferric Chloride;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada        )  
                                  )ss.  
County of Clark        )

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

\_\_\_\_\_  
Notary Signature  
STAMP AND SEAL

**END OF INVITATION TO BID DOCUMENT  
SOLICITATION NO.: ITB-150011**

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