



CLARK COUNTY WATER RECLAMATION DISTRICT
NOTICE OF INVITATION TO BID (ITB)
SOLICITATION NO.: 210032

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

DESCRIPTION: POLYMER

SOLICITATION DUE DATE/TIME: September 16, 2021 at 2:00:00 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, Anionic and Cationic Polymer

	<i>Date</i>	<i>Time</i>	<i>Location</i>
PRE-BID CONFERENCE:	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 Procurement Solutions Section 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

June 1, 2021

 E-Mail Address

 Date

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
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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.

PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

SOLICITATION NO. 210032

BID PAGES: 56

DESCRIPTION: Polymer

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)

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HELPFUL BID INFORMATION

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 <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities> as well as other important and useful purchasing related information. The solicitations are listed under “**Current Bid Opportunities.**” To locate a specific solicitation, click on the “Current Bid Opportunities” tab on the left-hand side of the screen, 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 can be obtained directly from Demandstar at http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=1676692.

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 !

NEED ASSISTANCE?



The Clark County Small Business Opportunity Program (SBOP) works with the Procurement Solutions Section 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 or via email at ProcurementSolutions@cleanwaterteam.com.

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S) SOLICITATION NO. ITB-210032

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, SUCCESSFUL BIDDER'S Bid Form, all Addenda, 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.

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 Section.

2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.

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- 2.17 **Purchase Order:** The formal authorization by DISTRICT for supplier 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 **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 **Thursday, September 2, 2021 at 12:00 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 additional questions after **Thursday, September 2, 2021 at 12:00 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

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<https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>

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.

6.4.1 In the event the DISTRICT issues a late addendum, and a Bidder has already submitted their bid, the Bidder may re-submit **Addendum Acknowledgement Form (Exhibit II)** acknowledging all issued addenda in a separate envelope and/or electronically, so long as the Addendum does not change the Bid Form and/or cause a change in the Bidder's pricing and **Addendum Acknowledgement Form (Exhibit II)** is received by the due date and time.

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 documents, 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". If a Bidder is not bidding on the item, the Bidder must write the words "NO BID".

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 be 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), Emerging Small Business (ESB), Veteran Business Enterprise (VET) and Disabled Veteran Business Enterprise (DVET) 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:

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

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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 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. If 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 DEVIATIONS TO TECHNICAL SPECIFICATIONS:

24.1 Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder must provide a written response and submit it to the "Designated Contact Person" referenced on page one (1) of this ITB document prior to the deadline for questions. Please refer to Section B- UNIFORM INSTRUCTIONS TO BIDDERS, Provision 6.0. ADDENDA AND INTERPRETATIONS. It shall be the sole responsibility of the Bidder to ensure that the "Designated Contact Person" has been properly notified of the Bidder's deviation to the Technical Specifications.

25.0 BIDDER'S REPRESENTATION:

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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.
- 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. Personally, delivered bids from Bidder(s) 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 based upon the time clock at the Clark County Water Reclamation District Customer Service desk will not be accepted by the DISTRICT. However, late bids received via mail/courier services, the DISTRICT will accept, record as late, retain unopened and will formally reject and return 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.** Per Section B –UNIFORM INSTRUCTIONS TO BIDDERS, Provision 26.1 SUBMISSION OF BIDS, 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 **All Bids received at the time, date and location as specified herein will be publicly opened and read aloud. ~~Bidders and other interested parties are invited to attend the bid opening.~~**
 - 26.5.1 **Due to current DISTRICT COVID 19 Safety Restrictions being in place at the time of this active solicitation, Bidders and other interested parties will be unable to attend the bid opening. Subsequently, to the reading of the opened Bids, the preliminary "BID OPENING RECORD" as read will be e-mailed to each Bidder and posted to the DISTRICT website.**

27.0 COST TO PREPARE AND SUBMIT RESPONSE:

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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 Purchasing 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. 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.

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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 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 cashier's 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

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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 specified on the bid form to be considered responsive.

35.0 NOTICE OF AWARD:

35.1 Award of this bid will be by the issuance of a purchase order. CONTRACT shall include this Bid Document, any associated **Addendums (Exhibit II)**, the **Bid Form (Pricing Sheet) (Exhibit VI)** and **Offer and Submittal Form (Exhibit I)** as signed by the SUCCESSFUL BIDDER.

36.0 AUTHORIZED REPRESENTATIVE:

36.1 The individual signing the **Official Bid Offer and Submittal 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 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 Section 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 by written notice for a period up to ninety (90) calendar days from its expiration date for any reason, so 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.

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).

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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 RESERVED:

43.0 RESERVED:

44.0 RESERVED:

45.0 PRE-PERFORMANCE CONFERENCE:

45.1 Subsequent to contract award, the SUCCESSFUL BIDDER may 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 or her project manager to the DISTRICT staff and for DISTRICT staff to introduce the primary contract representatives for 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.

46.0 RESERVED:

47.0 ADDITIONS & DELETIONS:

47.1 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.

48.0 RESERVED:

49.0 RESERVED:

50.0 PRICE ADJUSTMENT REQUESTS:

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50.1 Commencing on contract award, 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 renewal date to the Clark County Water Reclamation District, Purchasing Administrator, 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of DISTRICT'S approval of the new Price(s). Only one written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER annually.

50.2 Suitable Proof:

50.2.1 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:

50.2.2 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.

50.2.3 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 prices. 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.

50.2.4 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.

51.0 STOCKS AND WAREHOUSE FACILITIES:

51.1 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 POLYMER during periods of peak usage.

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

51.2.1 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 POLYMER for the locations supplied.

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

52.0 STATE OF NEVADA LEGAL HOLIDAYS:

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

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52.1.1 Martin Luther King's Birthday

52.1.2 Presidents' Day

52.1.3 Memorial Day

52.1.4 Independence Day

52.1.5 Labor Day

52.1.6 Nevada Admission Day

52.1.7 Veteran's Day

52.1.8 Thanksgiving Day and the Friday After

52.1.9 Christmas Day

52.1.10 New Year's Day

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

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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 ensure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide DISTRICT 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 RESERVED:

7.0 COLLUSION AND ADVANCE DISCLOSURES:

7.1 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.

7.2 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.

8.0 CONSUMPTION ESTIMATES:

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

SECTION C - GENERAL TERMS AND CONDITIONS
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9.0 CONTRACT AMENDMENTS:

9.1 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 the DISTRICT Purchasing Administrator or designee and acknowledged by the SUCCESSFUL BIDDER.

10.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:

10.1 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 cause for rejection of the bid.

11.0 DRUG-FREE WORKPLACE:

11.1 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.

12.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:

12.1 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.

13.0 FEDERAL, STATE, LOCAL LAWS:

13.1 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.

14.0 FISCAL FUNDING OUT:

14.1 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.

15.0 FORCE MAJEURE:

15.1 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.

16.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:

16.1 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.

17.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:

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17.1 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 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:

- 17.1.1 Amendment(s)
- 17.1.2 General Terms and Conditions
- 17.1.3 Addenda
- 17.1.4 Uniform Instructions to Bidders
- 17.1.5 Federal Requirements (If Applicable)
- 17.1.6 Special Terms and Conditions
- 17.1.7 Technical Specifications/Scope of Work

18.0 INDEMNITY:

18.1 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.

19.0 INVOICING:

19.1 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 Section'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.

19.2 All invoices should include the following information:

- 19.2.1 Company Name
- 19.2.2 Complete Address (including street, city, state, and zip code)
- 19.2.3 Telephone Number
- 19.2.4 Contact Person
- 19.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)
- 19.2.6 DISTRICT Purchase Order Number
- 19.2.7 Company's Tax Identification Number
- 19.2.8 Bid Number
- 19.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
- 19.2.10 Percentage Discounts/ Payment Terms (if offered)
- 19.2.11 Company's Invoice Number

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19.3 SUCCESSFUL BIDDER is responsible to ensure 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.

20.0 INVOICE AUDITS:

20.1 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 Section(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. If SUCCESSFUL BIDDER undercharged DISTRICT, DISTRICT shall reimburse SUCCESSFUL BIDDER within ten (10) business days. If 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.

21.0 NON-DISCRIMINATION:

21.1 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.

22.0 NON-ENDORSEMENT:

22.1 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.

23.0 OUT OF STATE SUPPLIERS:

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

24.0 PARTIAL PAYMENTS:

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

25.0 PATENT INDEMNITY:

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

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25.2 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.

26.0 PUBLIC RECORDS:

26.1 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 District's 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.

27.0 PURCHASE ORDERS:

27.1 The Purchasing 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.

28.0 RIGHT OF INSPECTION AND REJECTION:

28.1 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.

29.0 SEVERABILITY:

29.1 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.

30.0 SUBCONTRACTS:

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

31.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:

31.1 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 DISTRICT in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and DISTRICT. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:

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- 32.1 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.
- 32.2 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.
- 32.3 No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible
- 33.0 TAXES:**
- 33.1 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.
- 34.0 TERMINATION FOR CONVENIENCE:**
- 34.1 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.
- 35.0 TERMINATION FOR CAUSE:**
- 35.1 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.
- 36.0 TITLE AND RISK OF LOSS:**
- 36.1 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.
- 37.0 USE BY OTHER GOVERNMENT ENTITIES:**
- 37.1 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.
- 38.0 WARRANTY:**
- 38.1 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.

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39.0 CONTRACT PERFORMANCE EVALUATION:

39.1 If the DISTRICT has ample/sufficient past performance documentation/justification and/or if the DISTRICT is required to conduct a new solicitation solely due to SUCCESSFUL BIDDER routine poor performance, whose current CONTRACT was not terminated for cause, convenience and/or has optional years which were not yet exercised; the DISTRICT may reject any new bids/offers from the incumbent BIDDER, due to being non-responsible on the previous CONTRACT.

40.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:

40.1 SUCCESSFUL BIDDER shall be required to reimburse the DISTRICT via credit memo or a reduced invoice amount(s) for allowable cost, whereby DISTRICT personnel and/or equipment was utilized to assist SUCCESSFUL BIDDER in accomplishing any tasks as stipulated within SECTION E – SPECIFICATIONS/SCOPE OF WORK. DISTRICT personnel shall generate a Time(labor)/Equipment/Material “Work Breakdown Summary (WBS)”, which adequately documents the amount of time DISTRICT personnel (hourly rate(s)) spent assisting the SUCCESSFUL BIDDER in completing the specified task(s). Moreover, for all DISTRICT equipment/materials used in performing a specified task(s) the DISTRICT shall describe in detail as these costs shall be recouped based upon applicable market rate(s). The DISTRICT shall be required to provide the SUCCESSFUL BIDDER with a copy of the WBS within three (3) business days upon completion of the specified task(s).

40.2 SUCCESSFUL BIDDER shall provide DISTRICT with a credit memo or a reduced invoice amount(s) within thirty (30) days of receipt of WBS from the DISTRICT. All credit memo(s) shall reference DISTRICT CONTRACT/PO number and DISTRICT issued WBS documentation shall be attached.

40.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.

40.4 A WBS is only considered reasonable if the SUCCESSFUL BIDDER failed to provide adequate resources, equipment or materials required to complete the specified task(s) under normal circumstances.

41.0 ISRAEL BOYCOTT DISCLAIMER:

41.1 In accordance with NRS 332.065, by executing this Agreement, the SUCCESSFUL BIDDER certifies that it is not currently engaged in, and for the duration of the Term will not engage in, a boycott of Israel.

42.0 DATA PRIVACY AND SECURITY:

42.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

42.2 SUCCESSFUL BIDDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this CONTRACT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

42.3 At least annually, SUCCESSFUL BIDDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

42.4 SUCCESSFUL BIDDER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or

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damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this CONTRACT.

- 42.5 SUCCESSFUL BIDDER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUCCESSFUL BIDDER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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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 with the Insurance Requirements as set forth within this ITB, Section B - Uniform Instructions to Bidders.
- 1.1.3 SUCCESSFUL BIDDER shall provide the name, phone number, e-mail address and physical address of the local facility and/or its authorized representative.
- 1.1.4 SUCCESSFUL BIDDER shall provide a copy of the product's printed specifications advertising literature or catalogs as specified.
- 1.1.5 SUCCESSFUL BIDDER shall provide a copy of the product's current price list(s).
- 1.1.6 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 always have one person capable of clear communication in the English language on site during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3.0 RESERVED:

4.0 RESERVED:

5.0 PRODUCT PRE-DELIVERY INSPECTION REQUIREMENTS:

- 5.1 Prior to delivery, the product shall be completely inspected and verified by the SUCCESSFUL BIDDER pre-delivery service center. A copy of the SUCCESSFUL BIDDER standard pre-delivery service check list shall be completed for the product, signed by a representative of the SUCCESSFUL BIDDER performing the inspection/verification of the scheduled delivered product.
- 5.2 The product may be inspected at time of delivery, by an authorized representative of DISTRICT, for conformance to all requirements of the specification. In the event deficiencies are detected, the product will be rejected for SUCCESSFUL BIDDER to make the necessary adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made and the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the SUCCESSFUL BIDDER'S responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to DISTRICT.

6.0 LOCATION AND HOURS:

- 6.1 Deliveries shall be made to the Las Vegas (Flamingo Water Resource Center) 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 - 3:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 6.2 Deliveries shall be made to the Laughlin Water Resource Center, location at 450 Bruce Woodbury Dr., Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM

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PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.

7.0 F.O.B. DESTINATION - FREIGHT PRE-PAID:

7.1 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.

8.0 FAILURE TO DELIVER:

8.1 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 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.

9.0 DAMAGED OR DEFECTIVE PRODUCTS:

9.1 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 all other associated costs to include DISTRICT equipment that was damaged resulting from defective chemicals. 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.

10.0 SUPPLIER'S STOCK:

10.1 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.

11.0 SAFETY REQUIREMENTS:

11.1 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 because 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 ensure safety, the SUCCESSFUL BIDDER shall provide them at no cost to DISTRICT.

12.0 PERFORMANCE REQUIREMENTS:

12.1 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.

13.0 FIELD ENGINEERING/TECHNICAL EXPERT SERVICES:

13.1 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.

14.0 TRAINING:

14.1 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

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personnel by qualified Trainer and/or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product.

14.2 Such Safety sessions are to consist of the following:

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

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

14.5 Coverage in such presentation shall consist of the general characteristics and behavior of Polymer.

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

15.0 DISPUTES:

15.1 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.

16.0 LIQUIDATED DAMAGES:

16.1 Polymer 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":

16.1.1 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.

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

16.1.2.1 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.

16.1.3 Additionally please refer to the following provision 17.0 LIQUIDATED DAMAGES – COMPLETION OF CONTRACT.

17.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:

17.1 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, **\$1,000.00** 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.

18.0 AIR POLLUTION:

18.1 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.

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19.0 CLEANING UP:

19.1 The SUCCESSFUL BIDDER shall make certain that the 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.

20.0 MATERIAL SAFETY DATA SHEETS (MSDS):

20.1 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.

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

20.1.2 National Sanitation Foundation certification for the quoted chemical.

20.1.3 Chemical certificate of analysis for the chemical being delivered.

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

21.0 VERIFICATION AND REQUIREMENTS:

21.1 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.

21.2 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.

22.0 DELIVERY:

22.1 SUCCESSFUL BIDDER shall email DISTRICT Designated 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 B, Uniform Instructions to Bidders Article 45 for further delivery for instructions).

22.2 All deliveries must be onsite at the DISTRICT (Flamingo Water Resource Center) to unload no earlier than 6:00 AM and no later than 3:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date; and/or (Laughlin Water Resource Center) to unload no earlier than 8:00 AM and no later than 3:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.

22.3 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 always be the sole responsibility of the SUCCESSFUL BIDDER 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.

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

22.4.1 Company Name

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

22.4.3 Date of Delivery and Date of Order

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

22.4.5 Name of authorized representative ordering supplies

22.5 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.

22.6 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.

23.0 INVOICING REQUIREMENT:

23.1 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.

23.2 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.

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SECTION E - SPECIFICATIONS / SCOPE OF WORK
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1.0 INTENT:

- 1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure both Anionic and Cationic Polymer, which is utilized by the DISTRICT to support its ongoing wastewater operational needs.
- 1.2 The Polymer shall comply with all Federal, State and Local Regulations and Safety Standards in effect at the time of delivery to the DISTRICT.
- 1.3 These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the SUCCESSFUL BIDDER.
- 1.4 The DISTRICT reserves the right to allow 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.
- 1.5 BIDDERS SHALL SUBMIT A SEPARATE ATTACHMENT INDICATING ANY PROPOSED VARIANCE OR DEVIATION FROM ANY OR THE FOLLOWING SPECIFICATION REQUIREMENTS. THE ABSENCE OF ANY NOTIFICATION OF ANY VARIANCES OR DEVIATIONS WILL INDICATE THE BIDDER'S ACCEPTANCE OF THE SPECIFICATION.

2.0 GENERAL REQUIRMENTS:

- 2.1 The SUCCESSFUL BIDDER recognizes that the DISTRICT'S successful operation of its Water Resource Facilities is dependent upon the use of Polymer, which shall meet and be in compliance with the minimum quality standards as stated within these specifications. Therefore, for the DISTRICT to monitor and ensure quality standards, the SUCCESSFUL BIDDER shall comply with the following minimum requirements for Polymer.

3.0 LOT 1 - PERFORMANCE CRITERIA:

3.1 CATIONIC EMULSION POLYMER - *Flamingo Water Resource Center (FWRC)*:

- 3.1.1 The DISTRICT currently is using a high molecular weight polymer. The DISTRICT produces approximately 50,000 dry tons of solids annually.
- 3.1.2 Currently, the DISTRICT dewater non-digested sludge on D-7 LL Andritz centrifuges. Furthermore, the DISTRICT is currently using a high molecular weight polymer.
- 3.2 In order for the Polymer to meet the DISTRICT'S requirement, it must achieve the following minimum results, as tested utilizing the methodology from the 20th edition of Standard Methods for the Examination of Water and Wastewater with a microwave oven used for drying:
 - 3.2.1 Cake solids of 23% or greater
 - 3.2.2 Solids capture of 95% that yields less than 500mg/lT TSS or less.
- 3.3 Centrifuge flows vary from 100 gpm – 400 gpm. Non-Digested sludge typically varies between 3 – 6% solids.
- 3.4 Bids will be based upon the best performance of 12 lb. per dry ton or less of qualified dosage multiplied by the price per pound of active polymer.
- 3.5 All Bidders will be required to schedule a time to come to the DISTRICT from July 12-15, 2021 to do one (1) day of jar testing, and the weeks of July 19-22, 2021, July 26-29, 2021, August 2–5, 2021, August 9–12, 2021, August 16–19, 2021 and August 23-26, 2021 to do three (3) days full scale testing to run a tote (275 gallon tote bin of polymer for full scale testing with all samples being approved by DISTRICT staff) to qualify product. Testing dates are subject to change depending upon the number of qualified bidders. All Prospective Bidder(s) pre-qualifying

SECTION E - SPECIFICATIONS / SCOPE OF WORK

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testing supplies/equipment etc. and any unused chemicals at the end of the testing period shall be removed from the DISTRICT site at the Prospective Bidder(s) expense. Please call Douglas Moore @ (702) 668-8094 or e-mail @ dmoore@cleanwaterteam.com (preferred) to schedule testing dates. Scheduling will be reserved upon a first come basis.

- 3.6 The delivered polymer shall meet the minimum performance requirements without (as determined by the DISTRICT) centrate foaming.
- 3.7 The SUCCESSFUL BIDDER will be allowed to recommend up to three different polymer solution concentrations for their product and polymer dose in order to meet the DISTRICT'S requirements to meet desired % solids and capture criteria with no additional chemicals needed.
- 3.8 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 3.9 Results shall be submitted on the standardized polymer test report form.

4.0 PRODUCT TESTING:

- 4.1 The DISTRICT has determined that polymer product testing is required. DISTRICT will evaluate offered polymer products based on the lowest overall cost to the DISTRICT. All costs associated with the required testing will be the sole responsibility of the Prospective Bidders.
- 4.2 In order to objectively determine the lowest overall SUCCESSFUL BIDDER, the DISTRICT will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the DISTRICT. The evaluation will incorporate the per dry pound price to reflect the estimated total overall cost to the DISTRICT, considering polymer dose, dewatering recovery, and sludge hauling cost.
- 4.3 Results shall be submitted on the DISTRICT'S standardized polymer test report form (will be provided during site testing).
- 4.4 DISTRICT will provide lab space and equipment for Prospective Bidders to utilize during jar testing.
- 4.5 ***Testing guidelines shall be as follows:***
 - 4.5.1 Maximum of three (3) business days for testing. **NOTE: This is the total allotted time to conduct test for all polymer types. At the conclusion of each Prospective Bidder(s) testing period any unused chemicals shall be removed from the DISTRICT site at the Prospective Bidder(s) expense.**
 - 4.5.2 Each testing day shall begin no earlier than 6:30 AM Pacific Standard Time (PST) and conclude no later than 6:30 PM PST. **NOTE: This total allotted time includes preparation, batching, aging, all testing, and clean-up.**
 - 4.5.3 All centrifuge operational parameters (i.e., feed sludge flow, bowl speed, torque, differential etc.) will be set by DISTRICT operations staff and will be the same setting used for all Prospective Bidders and polymers tested. The centrifuge flow rate shall be approximately 225gpm with a torque setting of 48. The sludge blend will be set at 55% PRS and 45% TWASS.
 - 4.5.4 The feed sludge flow rate will be constant and may have a variable solids content of 3% - 6%.
 - 4.5.5 Prospective Bidders will be required to prepare a dilute polymer at 0.5% concentration.
 - 4.5.6 Prospective Bidders will determine when the diluted polymer has been sufficiently aged to commence testing.
 - 4.5.7 Prospective Bidders will determine polymer dosing (active lb./dry ton) set-points to be tested at 12lbs/dry ton max.
 - 4.5.8 Once a set-point has been set, the centrifuge will operate for at least 30 Minutes to achieve "steady state" operation before sampling will commence.

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- 4.5.9 Once “steady state” operation has been achieved, the first of three (3) sets of samples can be collected.
- 4.5.10 A minimum of three (3) sets of samples per polymer dose will be collected.
- 4.5.11 Each sampling event must be at least 30 minutes apart.
- 4.5.12 Each sample set will consist of a feed sludge sample, a cake sample and a centrate sample.
- 4.5.13 The samples will be analyzed as follows: Feed Sludge = % Total Solids; Cake = % Total Solids; Centrate = mg/L Total Suspended Solids. **(There will be no more than three (3) sample sets allowed per dosage change per hour).**
- 4.5.14 The average of each data set will be used to calculate the cake solids and solids capture for the purposes of bid submittal.
- 4.5.15 ***All Prospective Bidder(s) shall be allowed to bid more than one product so long as the bid dose is less than or equal to 12 lb active polymer per dry ton of solids and meets the criteria established in Section E – Specifications / Scope of Work, paragraph 4.5.10 to 4.5.14, inclusive, where the supporting documentation demonstrates that the average of the set of data at the bid dose produced a minimum cake solid of 23% and a minimum solids capture of 95% with a <1500 mg/l TSS.***

4.6 **NOTE: ALL PROSPECTIVE BIDDERS PLEASE BE ADVISED THAT THE FLAMINGO WATER RESOURCE FACILITY MAY CHANGE ITS OVERALL PROCESS DURING THE COURSE OF THE CONTRACT. THEREFORE, IF THE DISTRICT ELECTS TO DO SO THE SUCCESSFUL BIDDER FOR LOT ONE (1) OF THIS ITB 210032 FOR POLYMER WILL BE REQUIRED TO CONDUCT FUTURE DETERMINED POLYMER TESTING AT NO ADDITIONAL COST TO THE DISTRICT. SUBSEQUENTLY TO APPROVED TESTED POLYMER A FAIR AND REASONABLE PRICE SHALL BE NEGOTIATED BETWEEN THE DISTRICT AND THE SUCCESSFUL BIDDER FOR THE NEWLY APPROVED POLYMER FOR LOT ONE (1).**

5.0 DISTRICT EQUIPMENT:

- 5.1 The DISTRICT storage/feed system consists of 4 tanks @ 7500 gallons. The system operates automatically and is demand activated by high/low level sensors. In addition, the system automatically prepares a preset polymer concentration of a gallons-of-polymer to gallons-of-water ratio.
- 5.2 The feed tank is equipped with an overhead and in-line polymer/water static mixed on the inlet side of the tank. This allows for adequate mixing and aging of the polymer. Polymer is fed to the centrifuge using a variable speed, 10-40 GPM positive displacement pump.
- 5.3 Polymer GPM feed, polymer concentration, sludge feed GPM feed solids and all other operational parameters are controlled and recorded on the DISTRICT computer within the control room.
- 5.4 Make up water is Effluent Recycle Water and has chlorine residual; Polymer must be compatible with a chlorine residual of approximately 2-5 PPM.

6.0 DELIVERY LOGISTICS:

- 6.1 The SUCCESSFUL BIDDER is responsible to deliver the Cationic Emulsion Polymer to the DISTRICT in lots not to exceed 7,000 gallons.
- 6.2 The SUCCESSFUL BIDDER shall ensure all shipments comply with all U.S. Department of Transportation regulations for marking.
- 6.3 The SUCCESSFUL BIDDER shall comply with reasonable requests for emergency deliveries.

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- 6.4 The SUCCESSFUL BIDDER driver(s) shall follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements upon commencement of Contract and the DISTRICT shall communicate any changes throughout the term of the Contract. One such requirement is the SUCCESSFUL BIDDER driver(s) shall wear safety glasses and appropriate footwear while on site.
- 6.5 Before unloading, SUCCESSFUL BIDDER driver(s) shall notify DISTRICT Operations personnel that a delivery has arrived on site. The SUCCESSFUL BIDDER driver(s) shall present the Bill of Lading, Weigh Slips, the Certificate of Analysis, and any other applicable order/delivery documents to the DISTRICT Operations representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC other regulatory bodies and statues must be provided when the Cationic Emulsion Polymer is delivered.
- 6.6 SUCCESSFUL BIDDER shall ensure that the necessary fittings, hoses, safety equipment etc. required to offload the liquid Cationic Emulsion Polymer are supplied by the delivery service.
- 6.7 DISTRICT may require that all SUCCESSFUL BIDDER employees, drivers, and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

7.0 LOT 2 - PERFORMANCE CRITERIA:

7.1 ANIONIC EMULSION POLYMER - *Flamingo Water Resource Center (FWRC):*

- 7.1.1 The DISTRICT currently treats approximately 95 Million Gallons Daily (MGD) of wastewater daily.
- 7.2 In order for the Polymer to meet the DISTRICT'S requirement, it must achieve the following minimum results, as tested utilizing the methodology from the 20th edition of Standard Methods for the Examination of Water and Wastewater with a microwave oven used for drying:
- 7.2.1 Raw Sludge solids of 4%
- 7.2.2 Solids capture of 50%
- 7.2.3 Generated sludge shall be compatible for use by the centrifuges
- 7.3 Thickened sludge typically varies between 2 – 6% solids. Feed is typical raw sewage influent.
- 7.4 Bids will be based upon the best performance of lb. per dry ton of qualified dosage multiplied by the price per pound of active polymer.
- 7.5 All Bidders will be required to schedule a time to come to the DISTRICT from July 12-15, 2021 to do one (1) day jar testing. Testing schedule may be modified depending upon the number of qualified bidders. All Prospective Bidder(s) pre-qualifying testing supplies/equipment etc. and any unused chemicals at the end of the testing period shall be removed from the DISTRICT site at the Prospective Bidder(s) expense. Please call Douglas Moore @ (702) 668-8094 or e-mail @ dmoore@cleanwaterteam.com (preferred) to schedule testing dates. Scheduling will be reserved upon a first come basis.
- 7.6 The Prospective Bidders will be allowed to recommend up to three different polymer solution concentrations for their products and polymer dose to meet the DISTRICT'S required sludge concentration and solids capture criteria.

8.0 PRODUCT TESTING:

- 8.1 The DISTRICT has determined that polymer product testing is required. The DISTRICT will evaluate offered polymer products based on the lowest overall cost to the DISTRICT. All costs associated with the required testing will be the sole responsibility of the Prospective Bidders.

SECTION E - SPECIFICATIONS / SCOPE OF WORK

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- 8.2 In order to objectively determine the lowest overall SUCCESSFUL BIDDER, the DISTRICT will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the DISTRICT. The evaluation will incorporate the per dry pound price to reflect the estimated total overall cost to the DISTRICT, considering polymer dose, and compatibility with solids handling.
- 8.3 Results shall be submitted on the DISTRICT'S standardized polymer test report form (will be provided during site testing).
- 8.4 The DISTRICT will provide lab space and equipment for Prospective Bidders to utilize during jar testing.
- 8.5 **Testing guidelines shall be as follows:**
- 8.5.1 Maximum of one (1) business day for jar testing. **NOTE: This is the total allotted time to conduct test for all polymer types.**
- 8.5.2 Each testing day shall begin no earlier than 6:30 AM Pacific Standard Time (PST) and conclude no later than 6:30 PM PST. **NOTE: This total allotted time includes preparation, batching, aging, all testing, and clean-up.**
- 8.5.3 Prospective Bidders will determine the concentration of dilute polymer to be prepared.
- 8.5.4 Polymers shall be diluted with Effluent Reuse Water (ERW) to simulate actual performance in the full scale system.
- 8.5.5 Prospective Bidders will determine when the diluted polymer has been sufficiently aged to commence testing.
- 8.5.6 Prospective Bidders will determine polymer dosing (active mg/L) set-points to be tested.
- 8.5.7 Plant Influent sample to be tested will be collected from the Flamingo Water Resource Facility East Influent compositors.
- 8.5.8 During the jar testing, the total elapsed time for dosing, flash mixing and flocculation shall not exceed five (5) minutes.
- 8.5.9 During the jar testing, sample settling time shall not exceed 30 minutes.
- 8.5.10 Samples for Total Suspended Solids (TSS) shall be sampled from the sampling spigot provided on the test beakers.
- 8.5.11 Once an optimum/minimum dosage of polymer has been established, a jar test will be completed using at least one (1) beaker as a control and a minimum of three (3) beakers for the tested dose.
- 8.5.12 The control sample(s) shall be subjected to all the same mixing speeds and times as the test beakers.
- 8.5.13 A well-mixed aliquot(s) from the control beaker will be used to determine percent removal rates.
- 8.5.14 After the settling period has elapsed, samples will be collected from the test beakers and analyzed for TSS.
- 8.5.15 The average(s) of the control and test beakers will be used to calculate the percent solids reduction for the purposes of bid submittal.
- 8.6 **NOTE: ALL PROSPECTIVE BIDDERS PLEASE BE ADVISED THAT THE FLAMINGO WATER RESOURCE FACILITY MAY CHANGE ITS OVERALL PROCESS DURING THE COURSE OF THE CONTRACT. THEREFORE, IF THE DISTRICT ELECTS TO DO SO THE SUCCESSFUL BIDDER FOR LOT TWO (2) OF THIS ITB 210032 FOR POLYMER WILL BE REQUIRED TO CONDUCT FUTURE DETERMINED POLYMER TESTING AT NO ADDITIONAL COST TO THE DISTRICT. SUBSEQUENTLY TO APPROVED TESTED POLYMER A FAIR AND REASONABLE PRICE SHALL BE NEGOTIATED BETWEEN THE DISTRICT AND THE SUCCESSFUL BIDDER FOR THE NEWLY APPROVED POLYMER FOR LOT TWO (2).**

SECTION E - SPECIFICATIONS / SCOPE OF WORK
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9.0 DISTRICT EQUIPMENT:

- 9.1 The DISTRICT storage system consists of 1 tanks of neat polymer @ 4000 gallons. Polymer is mixed with a recirculation pump.
- 9.2 The feed system operates automatically and is demand activated by high/low level sensors to mix a dilute solution at a preset concentration suitable for feeding to the primary clarifiers.
- 9.3 The feed tank is equipped with an in-line polymer/water static mixer on the inlet side of the tank. This allows for adequate mixing and aging of the polymer. Polymer is fed to the clarifiers using a variable speed, positive displacement pump.
- 9.4 Make up water is Effluent Recycle Water and has chlorine residual; Polymer must be compatible with a chlorine residual of approximately 1.5-3PPM.

10.0 DELIVERY LOGISTICS:

- 10.1 The SUCCESSFUL BIDDER is responsible to deliver the Anionic Emulsion Polymer to the DISTRICT in lots not to exceed 4,000 gallons.
- 10.2 The SUCCESSFUL BIDDER shall ensure all shipments comply with all U.S. Department of Transportation regulations for marking.
- 10.3 The SUCCESSFUL BIDDER shall comply with reasonable requests for emergency deliveries.
- 10.4 The SUCCESSFUL BIDDER driver(s) shall follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements upon commencement of Contract and the DISTRICT shall communicate any changes throughout the term of the Contract. One such requirement is the SUCCESSFUL BIDDER driver(s) shall wear safety glasses and appropriate footwear while on site.
- 10.5 Before unloading, SUCCESSFUL BIDDER driver(s) shall notify DISTRICT Operations personnel that a delivery has arrived on site. The SUCCESSFUL BIDDER driver(s) shall present the Bill of Lading, Weigh Slips, the Certificate of Analysis, and any other applicable order/delivery documents to the DISTRICT Operations representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC other regulatory bodies and statues must be provided when the Anionic Emulsion Polymer is delivered.
- 10.6 SUCCESSFUL BIDDER shall ensure that the necessary fittings, hoses, safety equipment etc. required to offload the liquid Anionic Emulsion Polymer are supplied by the delivery service.
- 10.7 DISTRICT may require that all SUCCESSFUL BIDDER employees, drivers, and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

11.0 LOT 3 - PERFORMANCE CRITERIA:

11.1 CATIONIC EMULSION POLYMER - Laughlin Water Resource Center (LWRC):

- 11.1.1 The DISTRICT currently is using a high molecular weight polymer. The DISTRICT produces approximately 300 dry tons of solids annually.
- 11.1.2 Currently, the DISTRICT dewateres non-digested sludge on ALFA LAVA ALDEC G3-105 centrifuges. Furthermore, the DISTRICT is currently using a high molecular weight polymer.

SECTION E - SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: ITB-210032

- 11.2 In order for the Polymer to meet the DISTRICT'S requirement, it must achieve the following minimum results, as tested utilizing the methodology from the 20th edition of Standard Methods for the Examination of Water and Wastewater with a microwave oven used for drying:
- 11.2.1 Cake solids of 23% or greater
- 11.2.2 Solids capture of 95% that yields less than 500mg/lit TSS or less.
- 11.3 Centrifuge flows vary from 50 gpm – 150 gpm. Non-Digested sludge typically varies between 3 – 6% solids.
- 11.4 Bids will be based upon the best performance of 12 lb. per dry ton or less of qualified dosage multiplied by the price per pound of active polymer.
- 11.5 All Bidders will be required to schedule a time to come to the DISTRICT from July 12-15, 2021 to do one (1) day of jar testing, and the weeks of July 19-22, 2021, July 26-29, 2021, August 2 5, 2021, August 9–12, 2021, August 16–19, 2021 and August 23-26, 2021 to do three (3) days full scale testing to run a tote (250 gallon tote bin of polymer for full scale testing with all samples being approved by DISTRICT staff) to qualify product. Testing dates are subject to change depending upon the number of qualified bidders. All Prospective Bidder(s) pre-qualifying testing supplies/equipment etc. and any unused chemicals at the end of the testing period shall be removed from the DISTRICT site at the Prospective Bidder(s) expense. Please call Douglas Moore @ (702) 668-8094 or e-mail @ dmoore@cleanwaterteam.com (preferred) to schedule testing dates. Scheduling will be reserved upon a first come basis.
- 11.6 The delivered polymer shall meet the minimum performance requirements without (as determined by the DISTRICT) centrate foaming.
- 11.7 The SUCCESSFUL BIDDER will be allowed to recommend up to three different polymer solution concentrations for their product and polymer dose in order to meet the DISTRICT'S requirements to meet desired % solids and capture criteria with no additional chemicals needed.
- 11.8 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 11.9 Results shall be submitted on the standardized polymer test report form.
- 12.0 PRODUCT TESTING:**
- 12.1 The DISTRICT has determined that polymer product testing is required. DISTRICT will evaluate offered polymer products based on the lowest overall cost to the DISTRICT. All costs associated with the required testing will be the sole responsibility of the SUCCESSFUL BIDDER.
- 12.2 In order to objectively determine the lowest overall SUCCESSFUL BIDDER, the DISTRICT will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the DISTRICT. The evaluation will incorporate the per dry pound price to reflect the estimated total overall cost to the DISTRICT, considering polymer dose, dewatering recovery, and sludge hauling cost.
- 12.3 Results shall be submitted on the DISTRICT'S standardized polymer test report form (will be provided during site testing).
- 12.4 DISTRICT will provide lab space and equipment for the SUCCESSFUL BIDDER to utilize during jar testing.
- 12.5 ***Testing guidelines shall be as follows:***
- 12.5.1 Maximum of three (3) business days for testing. **NOTE: This is the total allotted time to conduct test for all polymer types. At the conclusion of each Prospective Bidder(s) testing period any unused chemicals shall be removed from the DISTRICT site at the Prospective Bidder(s) expense.**

SECTION E - SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: ITB-210032

- 12.5.2 Each testing day shall begin no earlier than 7:00 AM Pacific Standard Time (PST) and conclude no later than 3:00 PM PST. **NOTE: This total allotted time includes preparation, batching, aging, all testing and clean-up.**
- 12.5.3 All centrifuge operational parameters (i.e., feed sludge flow, bowl speed, torque, differential etc.) will be set by DISTRICT operations staff and will be the same setting used for all Prospective Bidders and polymers tested. The centrifuge flow rate shall be approximately 75gpm to 100gpm with a torque setting of 48.
- 12.5.4 The feed sludge flow rate will be constant and may have a variable solids content of 3% - 6%.
- 12.5.5 Prospective Bidders will be required to prepare a dilute polymer at 0.5% concentration.
- 12.5.6 Prospective Bidders will determine when the diluted polymer has been sufficiently aged to commence testing.
- 12.5.7 Prospective Bidders will determine polymer dosing (active lb./dry ton) set-points to be tested at 12lbs/dry ton max.
- 12.5.8 Once a set-point has been set, the centrifuge will operate for at least 30 Minutes to achieve "steady state" operation before sampling will commence.
- 12.5.9 Once "steady state" operation has been achieved, the first of three (3) sets of samples can be collected.
- 12.5.10 A minimum of three (3) sets of samples per polymer dose will be collected.
- 12.5.11 Each sampling event must be at least 30 minutes apart.
- 12.5.12 Each sample set will consist of a feed sludge sample, a cake sample and a centrate sample.
- 12.5.13 The samples will be analyzed as follows: Feed Sludge = % Total Solids; Cake = % Total Solids; Centrate = mg/L Total Suspended Solids. **(There will be no more than three (3) sample sets allowed per dosage change per hour).**
- 12.5.14 The average of each data set will be used to calculate the cake solids and solids capture for the purposes of bid submittal.
- 12.5.15 ***All Prospective Bidder(s) shall be allowed to bid more than one product so long as the bid dose is less than or equal to 12 lb active polymer per dry ton of solids and meets the criteria established in Section E – Specifications / Scope of Work, paragraph 12.5.10 to 12.5.14, inclusive, where the supporting documentation demonstrates that the average of the set of data at the bid dose produced a minimum cake solids of 23% and a minimum solids capture of 95% with a <1500 mg/l TSS.***
- 12.6 **NOTE: ALL PROSPECTIVE BIDDERS PLEASE BE ADVISED THAT THE LAUGHLIN WATER RESOURCE CENTER MAY CHANGE ITS OVERALL PROCESS DURING THE COURSE OF THE CONTRACT. THEREFORE, IF THE DISTRICT ELECTS TO DO SO THE SUCCESSFUL BIDDER FOR LOT THREE (3) OF THIS ITB 210032 FOR POLYMER WILL BE REQUIRED TO CONDUCT FUTURE DETERMINED POLYMER TESTING AT NO ADDITIONAL COST TO THE DISTRICT. SUBSEQUENTLY TO APPROVED TESTED POLYMER A FAIR AND REASONABLE PRICE SHALL BE NEGOTIATED BETWEEN THE DISTRICT AND THE SUCCESSFUL BIDDER FOR THE NEWLY APPROVED POLYMER FOR LOT THREE (3).**
- 13.0 DISTRICT EQUIPMENT:**
- 13.1 The DISTRICT storage/feed system consists of 250 gal totes. The system operates automatically and is demand activated by high/low level sensors. In addition, the system automatically prepares a preset polymer concentration of a gallons-of-polymer to gallons-of-water ratio.
- 13.2 The feed is by individual 250 gal totes. Polymer is fed to the centrifuge using a variable speed, average 4-6 GPH positive displacement pump.

SECTION E - SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: ITB-210032

13.3 Polymer GPM feed, polymer concentration, sludge feed GPM feed solids and all other operational parameters are controlled and recorded on the DISTRICT computer within the control room.

13.4 Make up water is Effluent Recycle Water and has chlorine residual; Polymer must be compatible with a chlorine residual of approximately 2-5 PPM.

14.0 DELIVERY LOGISTICS:

14.1 The SUCCESSFUL BIDDER is responsible to deliver the Cationic Emulsion Polymer to the DISTRICT in totes not to exceed 250 gallons per tote.

14.2 The SUCCESSFUL BIDDER shall ensure all shipments comply with all U.S. Department of Transportation regulations for marking.

14.3 The SUCCESSFUL BIDDER shall comply with reasonable requests for emergency deliveries.

14.4 The SUCCESSFUL BIDDER driver(s) shall follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements upon commencement of Contract and the DISTRICT shall communicate any changes throughout the term of the Contract. One such requirement is the SUCCESSFUL BIDDER driver(s) shall wear safety glasses and appropriate footwear while on site.

14.5 Before unloading, SUCCESSFUL BIDDER driver(s) shall notify DISTRICT Operations personnel that a delivery has arrived on site. The SUCCESSFUL BIDDER driver(s) shall present the Bill of Lading, Weigh Slips, the Certificate of Analysis, and any other applicable order/delivery documents to the DISTRICT Operations representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC other regulatory bodies and statues must be provided when the Cationic Emulsion Polymer is delivered.

14.6 SUCCESSFUL BIDDER shall ensure that the necessary fittings, hoses, safety equipment etc. required to offload the liquid Cationic Emulsion Polymer are supplied by the delivery service.

14.7 DISTRICT may require that all SUCCESSFUL BIDDER employees, drivers, and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

15.0 CERTIFICATE OF ANALYSIS:

15.1 The SUCCESSFUL BIDDER shall provide a Certificate of Analysis (C of A) with each delivery. The C of A shall contain, as a minimum, the following information:

15.1.1 Location of production facility

15.1.2 Location of shipping facility (if different than production facility)

15.1.3 Lot number and/or Batch number and/or Rail car number if shipped by rail for tracking purposes

15.1.4 Signature

16.0 SUPPLIER SAFETY TRAINING:

16.1 The SUCCESSFUL BIDDER shall provide training in the safe handling of polymer. The training shall consist of one 2-hour session for approximately 15 people per session at each facility, held within 30 days of contract award, and annually thereafter. The cost of this training shall be included in the unit cost of the polymer lots and not separately priced.

17.0 REJECTION OF MATERIAL(S):

SECTION E - SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: ITB-210032

17.1 The DISTRICT reserves the right to test samples collected during delivery to ensure that the Polymer meets the specifications herein. If, in the opinion of the DISTRICT, there is a necessity to remove Polymer, it shall be the SUCCESSFUL BIDDER'S responsibility to remove and replace all Polymer 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 Polymer 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. Finally, NO charges shall be incurred by the DISTRICT if delivery errors are made by the SUCCESSFUL BIDDER that would require the DISTRICT to reject the delivery due to tank capacity.

18.0 SILENCE OF SPECIFICATIONS:

18.1 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/or 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.

19.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:

19.1 **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.

20.0 ADDITIONAL REPORTING:

20.1 The SUCCESSFUL BIDDER shall be able to provide various additional 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 of request.

20.1.1 **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.**

20.1.2 **Governmental Agency Utilization Report:** Shall include Governmental Agency name, date of last purchase, quantity purchased, and total dollars purchased for the previous quarter.

20.1.3 **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.

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**SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS
SOLICITATION NO.: ITB-210032**

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.

TABLE ONE (1) – DOCUMENTS TO BE SUBMITTED AT THE TIME OF BID

TABLE ONE (1) – REQUIRED BID FORMS
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)
Results from standardized polymer test report per SECTION E – SPECIFICATIONS/SCOPE OF WORK Provision 4.3, 8.3 and 12.3
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):

TABLE TWO (2) – REQUIRED INFORMATION
Insurance Requirements (Attachment “A”)
Affidavit for Sole Proprietor (ONLY) (Attachment “B”)

EXHIBIT I – OFFER AND ACCEPTANCE FORM
SOLICITATION NO.: ITB-210032

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 NINETY (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-210032

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.**

Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	

EXHIBIT III – REFERENCES FORM
SOLICITATION NO.: ITB-210032

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing and/or had at least three contract(s) over the past five years, **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 CONTRACTOR'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-210032

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

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

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.

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-210032

It is Bidder intent to utilize the following MBE, WBE, PBE, SBE, ESB, VET and DVET 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 ESB VET DVET

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

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

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

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

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

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

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

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-210032

LINE ITEM	DESCRIPTION	PRODUCT STOCK NUMBER	DOSE	UNIT OF MEASURE	ESTIMATED ANNUAL QTY.	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	LOT 1 – FWRC CATIONIC EMULSION POLYMER, In accordance with the Technical Specifications, FOB Destination, Freight Prepaid to cover all Clark County, NV		Lb. Active Polymer Per Dry Ton Solids	Price Per Dry Pound of Active Polymer	750,000	\$	\$
2	LOT 2 – FWRC ANIONIC EMULSION POLYMER, In accordance with the Technical Specifications, FOB Destination, Freight Prepaid to cover all Clark County, NV		mg/L as Active Polymer	Price Per Dry Pound of Active Polymer	12,880	\$	\$
3	LOT 3 – LWRC CATIONIC EMULSION POLYMER, In accordance with the Technical Specifications, FOB Destination, Freight Prepaid to cover all Clark County, NV		Lb. Active Polymer Per Dry Ton Solids	Price Per Dry Pound of Active Polymer	41,400	\$	\$

TOTAL BID AMOUNT	\$
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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-210032

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.

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

SOLICITATION NO.: ITB-210032

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

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

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

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

Full Name	Title	% Owned <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

- 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.)
- 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

**EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
SOLICITATION NO.: ITB-210032**

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-210032

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-210032

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

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-210032

from services rendered by SUCCESSFUL BIDDER and any auto used for the performance of services under 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.

**ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-210032**

16.1.3 Insurance Company's Best Key Rating

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-210032 for Polymer (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-210032

CLARK COUNTY CERTIFICATE OF INSURANCE	ISSUED DAY (MM/DD/YY) <input style="width: 100%;" type="text"/>
--	--

PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS	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.	
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS	COMPANIES AFFORDING COVERAGE	3. BEST RATING
	COMPANY LETTER A	
	COMPANY LETTER B	
	COMPANY LETTER C	COMPANY'S
	COMPANY LETTER D	BEST KEY
	COMPANY LETTER E	RATING

COVERAGES

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
4.	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
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person) \$(I) 5,000
5.	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 \$ _____					
6.	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE POLICY LIMIT \$
					DISEASE EACH EMPLOYEE \$
7.	POLLUTION LIABILITY	(N)	(O)	(P)	PER OCCURRENCE \$(Q) 1,000,000
8.	NA	(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U) NA

9. DESCRIPTION OF BID: BID NO. ITB-210032 FOR POLYMER

10. CERTIFICATE HOLDER CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SECTION 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	CANCELLATION 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. 11. APPOINTED AGENT SIGNATURE _____ INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____
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**ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-210032**

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 INSUREDS 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-210032**

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. 210032, entitled Polymer.
- 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-210032**

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