



**CLARK COUNTY WATER
RECLAMATION DISTRICT**
NOTICE OF INVITATION TO BID (ITB)
SOLICITATION NO.: 240017

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

DESCRIPTION: Water Treatment Program Services

**SOLICITATION DUE
DATE/TIME:** September 28, 2023, 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: Equipment Maintenance, General

	<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

September 7, 2023

E-Mail Address

Date

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-240017

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. 240017

BID PAGES: 64

DESCRIPTION: Water Treatment Program Services

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 NGEM

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 “**Bid Opportunities.**” To locate a specific solicitation, click on the “Current Bid Opportunities” tab, 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 **NGEM**.

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)
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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 SUCCESSFUL BIDDER who submits a bid to DISTRICT.

2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.

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

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

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

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

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

2.13 **Lot:** A group of items similar in nature and bought individually all items in a lot must be bid on to be a responsible bidder considered for award.

2.14 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

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- 2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- 2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.
- 2.17 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- 2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- 2.19 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.20 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.
- 2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.
- 2.22 **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 PRE-BID 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 **Wednesday, September 13, 2023, 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.

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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 **Wednesday, September 13, 2023, 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 <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(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.

8.0 PREPARATION OF BID FORM:

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

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

9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:

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

10.0 SUBCONTRACTOR INFORMATION:

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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:

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 RESERVED:

16.0 RESERVED:

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 RESERVED:

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:

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- 20.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.
- 20.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.1.4 Terms of Payment: 0%, Net thirty (30) Calendar Days.
- 20.1.5 No payment discount is offered, and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.2 **No prompt payment discount will be considered by DISTRICT in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

21.0 ADDITIONAL BIDS:

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

22.0 DEVIATIONS TO TERMS AND CONDITIONS:

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

23.0 DURATION OF OFFER:

- 23.1 All offers (bids) submitted in association with this ITB shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow DISTRICT to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

24.0 RESERVED:

25.0 BIDDER'S REPRESENTATION:

- 25.1 **Each Bidder by submitting their Bid represents that:**
 - 25.1.1 Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
 - 25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.
 - 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 hard copy and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a

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scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid Packet are referenced within the **Minimum Bid Packet Content Requirements within Section "F"** of this ITB document. No responsibility will attach to DISTRICT, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

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

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

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

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

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

28.0 **WITHDRAWAL OF BID:**

28.1 Before Bid Opening

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

28.2 After the Bid Opening

28.2.1 All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and

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agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:

29.1 All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. DISTRICT has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

29.2 In accordance with NRS 332.065.3, DISTRICT may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by DISTRICT is not a waiver of any liability of the initial Bidder awarded CONTRACT.

30.0 REJECTION OF BID:

30.1 DISTRICT reserves the right to reject any and all bids received by reason of this request. DISTRICT reserves the right to waive any minor informality or irregularity.

31.0 DISQUALIFICATION OF BIDDERS:

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

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

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

32.0 TIE-BIDS:

32.1 A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and DISTRICT can justify awarding to Bidder with the lowest responsive and responsible bid.

32.2 The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause (Provision 34.0) within the Uniform Instruction to Bidders, Section "B". When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

33.0 PROTESTS:

33.1 Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT

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

35.0 NOTICE OF AWARD:

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

36.0 AUTHORIZED REPRESENTATIVE:

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

37.0 INITIAL TERM:

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

38.0 CONTRACT RENEWAL:

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

39.0 CONTRACT EXTENSION:

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

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

40.0 INSURANCE:

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

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

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

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

41.0 FAILURE TO MAINTAIN COVERAGE:

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

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
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BIDDER under CONTRACT.

42.0 ADDITIONS & DELETIONS:

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

43.0 RESERVED:

44.0 RESERVED:

45.0 PRE-PERFORMANCE CONFERENCE:

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

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

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

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

45.0 STATE OF NEVADA LEGAL HOLIDAYS:

46.1 SUCCESSFUL BIDDER is advised that below there are eleven (11) firm legal holidays and twelve (12) when December 31st falls on Friday.

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Juneteenth

46.1.5 Independence Day

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46.1.6 Labor Day

46.1.7 Nevada Admission Day

46.1.8 Veteran's Day

46.1.9 Thanksgiving Day and the Friday After

46.1.10 Christmas Day

46.1.11 New Year's Day

46.2 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 insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide DISTRICT any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3.0 AUTHORITY:

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

4.0 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:

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

5.0 CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:

5.1 All property owned by DISTRICT and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as DISTRICT'S property and adequately insured by SUCCESSFUL BIDDER for DISTRICT'S protection. In the event that DISTRICT'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse DISTRICT for the value or expense of replacement, whichever is greater in accordance with DISTRICT request.

6.0 COLLUSION AND ADVANCE DISCLOSURES:

6.1 Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

6.2 Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

7.0 CONSUMPTION ESTIMATES:

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

8.0 CONTRACT AMENDMENTS:

SECTION C - GENERAL TERMS AND CONDITIONS

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- 8.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the Purchasing Administrator or their designee.
- 9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:**
- 9.1 Any Bidder recommended for award of CONTRACT by the BOT is required to provide the information on the **Disclosure of Ownership/Principals Form (Exhibit VII)** provided within this ITB document. The **Disclosure of Ownership/Principals Form (Exhibit VII)** shall be submitted with the Bidders Bid Packet. Failure to fill out and submit the subject form by Bidders may be cause for rejection of the bid.
- 10.0 DRUG-FREE WORKPLACE:**
- 10.1 SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:**
- 11.1 In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.
- 12.0 FEDERAL, STATE, LOCAL LAWS:**
- 12.1 All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.
- 13.0 FISCAL FUNDING OUT:**
- 13.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.
- 14.0 FORCE MAJEURE:**
- 14.1 SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide DISTRICT satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- 15.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:**
- 15.1 CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.
- 16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:**
- 16.1 The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though

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occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

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

17.0 INDEMNITY:

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

18.0 INVOICING:

18.1 Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

18.2 All invoices should include the following information:

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

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18.2.10 Percentage Discounts/ Payment Terms (if offered)

18.2.11 Company's Invoice Number

18.3 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.

19.0 INVOICE AUDITS:

19.1 SUCCESSFUL BIDDER shall provide to DISTRICT, within ten (10) business days of DISTRICT'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S **Bid Form (Pricing Sheet) Exhibit VI**. The format of the report will depend on the pricing structure provided on the **Bid Form (Pricing Sheet) Exhibit VI**. The report shall be subject to review and approval by DISTRICT'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by DISTRICT. In the event that SUCCESSFUL BIDDER undercharged DISTRICT, DISTRICT shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged DISTRICT, SUCCESSFUL BIDDER shall reimburse DISTRICT within ten (10) business days. If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20.0 NON-DISCRIMINATION:

20.1 The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

21.0 NON-ENDORSEMENT:

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

22.0 OUT OF STATE SUCCESSFUL BIDDERS:

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

23.0 PARTIAL PAYMENTS:

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

24.0 PATENT INDEMNITY:

24.1 SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by DISTRICT, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT.

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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.

24.2 SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

25.0 PUBLIC RECORDS:

25.1 The DISTRICT is a public agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of 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.

26.0 PURCHASE ORDERS:

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

27.0 RIGHT OF INSPECTION AND REJECTION:

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

28.0 SEVERABILITY:

28.1 If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

29.0 SUBCONTRACTS:

29.1 Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of 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.

30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:

30.1 SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of 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

SECTION C - GENERAL TERMS AND CONDITIONS

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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.

31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:

- 31.1 DISTRICT may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine.
- 31.2 In the event DISTRICT suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.
- 31.3 No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

32.0 TAXES:

- 32.1 DISTRICT is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax-exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

33.0 TERMINATION FOR CONVENIENCE:

- 33.1 DISTRICT reserves the right to terminate CONTRACT in whole or part at any time whenever DISTRICT shall determine that such a termination is in the best interest of DISTRICT without penalty or recourse upon thirty (30) calendar day's written notice of intent to terminate.

34.0 TERMINATION FOR CAUSE:

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

35.0 TITLE AND RISK OF LOSS:

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

36.0 USE BY OTHER GOVERNMENT ENTITIES:

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

37.0 WARRANTY:

- 37.1 SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage

SECTION C - GENERAL TERMS AND CONDITIONS

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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.

38.0 ISRAEL BOYCOTT DISCLAIMER:

38.1 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 to engage in, a boycott of Israel.

39.0 DATA PRIVACY AND SECURITY:

39.1 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.

39.2 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.

39.3 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.

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

39.5 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 a Project Manager/Account Representative to provide contract oversight. Provide name, phone number and e-mail address of Project Manager/Account Representative and his/her designee. Should another Project Manager/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 a copy of all applicable licenses and/or certifications required to perform the requirements as set forth within this ITB, Section E – Specifications/Scope of Work;
- 1.1.4 SUCCESSFUL BIDDER shall provide a proof of authorized representative who can bind contract (i.e., copy of corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority);

2.0 ENGLISH SPEAKING REPRESENTATIVE:

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

3.0 MATERIAL SAFETY DATA SHEETS (MSDS):

- 3.1 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.

4.0 LOCATION AND HOURS OF SERVICE:

- 4.1 All Work shall be performed at DISTRICT Flamingo location at 5857 E. Flamingo Rd., Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time).
- 4.1.1 During this CONTRACT the DISTRICT may add additional work, which may be performed at DISTRICT Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time). Weekend work must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 4.1.2 DISTRICT Desert Breeze location at 4085 Tomsik St., Las Vegas, NV 89147, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 7:00 AM - 3:00 PM PST (Pacific Standard Time). Weekend work must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 4.2 During the hours of 7:00 AM to 3:00 PM PST, SUCCESSFUL BIDDER shall coordinate all services through DISTRICT'S Manager/Supervisor or designee. This is to ensure the least disruption to the DISTRICT operations.

5.0 CONTRACT PERFORMANCE EVALUATION:

- 5.1 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 CONTRACT was not terminated by cause, convenience and/or which the optional years were not exercised; the DISTRICT may reject any new bids/offers from the incumbent BIDDER, due to being non-responsible on the previous CONTRACT.

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6.0 FAILURE TO DELIVER:

6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily procure the product and/or service from another SUCCESSFUL BIDDER. If the product and/or service are procured from another SUCCESSFUL BIDDER, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other SUCCESSFUL BIDDER.

7.0 DAMAGED OR DEFECTIVE PRODUCTS:

7.1 SUCCESSFUL BIDDER shall replace, at no cost to DISTRICT, damaged or defective products within two (2) calendar day(s) after notice. This shall include freight and all other associated costs. Failure to do so will cause such products to be procured from another SUCCESSFUL BIDDER. If the product is procured from another SUCCESSFUL BIDDER, SUCCESSFUL BIDDER shall pay DISTRICT any difference between the bid price and the price paid to the other SUCCESSFUL BIDDER.

8.0 PERFORMANCE REQUIREMENTS:

8.1 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.

9.0 INVOICING REQUIREMENT:

9.1 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.

9.2 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.

10.0 DISPUTES:

10.1 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.

11.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:

11.1 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, **\$100.00** 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 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.

12.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:

12.1 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

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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).

- 12.2 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.
- 12.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.
- 12.4 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.

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SECTION E - SPECIFICATIONS / SCOPE OF WORK

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1.0 SERVICES IN GENERAL:

- 1.1 For and in consideration of the payment specified in this CONTRACT, SUCCESSFUL BIDDER shall provide Water Treatment Program Services, i.e. "The Work" at the Clark County Water Reclamation District (DISTRICT) Flamingo Resource Center (5857 East Flamingo Rd., Las Vegas, NV 89122) as outlined herein. Work to proceed will be initiated by a DISTRICT issued Purchase Order (PO).
- 1.2 SUCCESSFUL BIDDER shall provide all necessary labor, equipment, material, tools, supplies, chemicals, transportation, supervision, personnel, services, and all activity necessary for, or incidental to the performance of the Work, and to otherwise fulfill all other requirements of this CONTRACT.
- 1.3 All Work must be in accordance with the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the Work. These standards will be achieved by continuous improvement through open communications with DISTRICT, regular management reviews and industry guidelines.
- 1.4 The SUCCESSFUL BIDDER shall be responsible for providing all Basic Services specified in the CONTRACT.
- 1.5 Water Treatment Program Services must conform to the materials and performance requirements specified in the CONTRACT. Unless otherwise specified, all requirements must be performed under Basic Services.
- 1.6 The Work provided by SUCCESSFUL BIDDER under the Agreement includes Basic Water Treatment Program Services and may include Other Work/Services.

2.0 BASIC WATER TREATMENT PROGRAM SERVICES:

- 2.1 SUCCESSFUL BIDDER shall be familiar with each component of the treatment chemicals to be applied.
- 2.2 The treating of listed location is the responsibility of the SUCCESSFUL BIDDER. DISTRICT'S Designated Facilities Manager or designee will monitor the Water Treatment Program periodically, but only for duplicating the testing and monitoring on what has been done by SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER shall provide the Monthly Chemical Analysis Report.
- 2.3 Biological activity in these systems is the primary cause of system failures and shall be monitored carefully and completed by SUCCESSFUL BIDDER. DISTRICT'S Designated Facilities Manager or designee will check open and closed wet hydronic systems for biological activity at least once per operating week. Within DISTRICT'S or equipment manufacturer's water treatment specifications or procedures, SUCCESSFUL BIDDER shall take necessary action during the service visit to correct any deficiencies in the chemical product or water treatment process. DISTRICT will perform the water treatment inoculation process and SUCCESSFUL BIDDER shall offer recommendations for improving the chemical water treatment product or equipment operation.
- 2.4 Maximize operational efficiency of mechanical equipment, including but not limited to optimum heat transfer, optimum water flow, lowest water usage, reduced equipment maintenance (labor), longest equipment life, and lowest operating cost. This is accomplished by reducing system contamination; minimizing scale; corrosion; fouling; and microbiological growth, which create deposits on heat transfer surfaces.
- 2.5 Existing or newly installed water treatment controllers shall be fully automated to continuously monitor and respond to chemical level changes, chemical inventory, and biological upsets of the recirculated cooling tower water with little to no operator interaction. The water treatment controller shall be capable of wirelessly providing alarms to cellular phones and e-mail as well as providing remote connectivity to water treatment professionals, allowing for program and relay changes as needed for each site. Conductivity controllers shall have pre-blown down and lockout capabilities.
- 2.6 DISTRICT'S Designated Facilities Manager or designee must approve all SUCCESSFUL BIDDER product changes. SUCCESSFUL BIDDER shall e-mail DISTRICT'S Designated Facilities Manager or designee of the

SECTION E - SPECIFICATIONS / SCOPE OF WORK

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proposed change and must receive written approval from DISTRICT'S Designated Facilities Manager or designee prior to implementation of the change.

3.0 WEEKLY UNIT PRICING:

- 3.1 Weekly Unit Pricing for each location listed within **(Exhibit VI) Bid Form (Pricing Sheet)** shall include the following:
 - 3.1.1 All weekly chemicals and services, including delivery to the appropriate delivery site for each location.
 - 3.1.2 All testing re-agents and supplies.
 - 3.1.3 SUCCESSFUL BIDDER shall perform weekly water sampling at all sites listed within **(Exhibit VI) Bid Form (Pricing Sheet)**.
 - 3.1.4 Inspection of each chemical feed station and adjusting feed rate to maintain chemicals at optimum levels per location for various applications. Conduct verifications and calibration of automatic chemical controllers to standards for each site. Review and evaluate any weakness in the system which may affect keeping the loops or tower chemical levels at proper concentrations; prior to proposing and offering updated solutions to chemical feed, blowdown, storage, and distribution system deficiencies.
 - 3.1.5 Weekly testing, delivery of chemicals and site visits will occur no less than once every other month. However, based on these test, chemical feeder adjustments or additions shall occur when needed throughout the weekly schedule to keep the systems within acceptable levels. Should the levels remain low, SUCCESSFUL BIDDER shall propose solutions to DISTRICT'S Designated Facilities Manager or designee to resolve any issue(s).
 - 3.1.6 DISTRICT'S Designated Facilities Manager or designee or third-party consultant may test the system to assure chemical levels are correct. Based on any variances from normal parameters; a work order will be issued to have SUCCESSFUL BIDDER respond and perform the corrective action required.

4.0 PROGRAM CONTROL SYSTEM:

- 4.1 Conductivity Controller with Biocide Programs
 - 4.1.1 Manufactures: Conductivity/Biocide Controllers
 - 4.1.1.1 Submit manufacture's data to confirm compliance with Specifications/Scope of Work Provision 2.5
 - 4.1.2 Packaged monitor controller with solid state circuiting, on-off switch and/or light, control function lights, output to control circuits, five-minute timers for both inhibitor feed and bleed off, with continuous biocide injection capability. These controllers shall be accessible via internet connection and provide automatic data reports weekly to the DISTRICT. These controllers shall also contain programmable dual biocide relays to automate the oxidizing and non-oxidizing biocide feeds. Each biocide relay shall contain a pre-blown time and a blowdown lockout time feature to ensure the correct holding time for the biocide.
 - 4.2 Automated Chemical Inhibitor Controller
 - 4.2.1 These controllers shall maintain inhibitor feed and input into Conductivity Controller for statistical data collection and be able to download directly via laptop connection or internet download. These controllers shall be continuous monitoring feedback controllers. Four such controllers will be provided. **The use of water meters as a form of control or part of a feed forward control system is not permitted. Chemical feed based on bleed time will not be permitted.**
- 4.3 Manual Chemical Inhibitor Controller

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4.3.1 Manual controllers in place shall maintain inhibitor feed and be able to automatically feed chemicals into system as programmed. Manual controllers shall be monitored as needed but no less than weekly. Manual controllers will be scheduled to be replaced when needed by automated chemical controllers.

5.0 PERFORMANCE:

5.1 Acceptable performance for the following systems shall be defined as follows:

5.1.1 For Evaporative Cooling Towers, acceptable performance shall be corrosion rates of 1.0 Mils/yr. or less for mild steel and 0.1 Mils/yr. or less for copper; and, tower counts of 10,000 of total aerobic bacterial colonies per ml or less, AND clean heat transfer surfaces with no pitting as recommended by DISTRICT'S Designated Facilities Manager or designee.

5.1.2 For Closed systems, acceptable performance shall be corrosion rates of 0.5 Mils/yr. or less for mild steel and 0.1 Mils/yr. or less for copper; and, counts of 1,000 of total aerobic bacterial colonies per ml or less; and, clean heat transfer surfaces with no pitting as determined by DISTRICT'S Designated Facilities Manager or designee.

5.1.3 Should the systems chemical levels be deficient for two consecutive months; DISTRICT may withhold payment(s) to the SUCCESSFUL BIDDER until chemical levels are brought up to the acceptable levels as specified.

5.2 Current equipment at DISTRICT locations may not be what SUCCESSFUL BIDDER recommends for their products and/or meets the requirements with Specifications/Scope of Work Provision 2.5. SUCCESSFUL BIDDER may be responsible for the installation of new systems/equipment which meet DISTRICT standards. All SUCCESSFUL BIDDER associated costs will be compensated under Other Work/Services and shall be in accordance with the Agreements Labor and Cost-Plus percentage rates as outlined within **(Exhibit VI) Bid Form (Pricing Sheet)**.

5.3 In the event that new chemical feed equipment is required, SUCCESSFUL BIDDER shall provide DISTRICT'S Designated Facilities Manager or designee with schematic and wiring diagram for the installation of this equipment and support of DISTRICT'S internet and wireless platform. When requested by DISTRICT'S Designated Facilities Manager or designee, SUCCESSFUL BIDDER shall provide training on the newly installed chemical feed equipment. If training is requested all SUCCESSFUL BIDDER associated costs will be compensated under Other Work/Services and shall be in accordance with the Agreements Labor and Cost-Plus percentage rates as outlined within **(Exhibit VI) Bid Form (Pricing Sheet)**.

5.4 SUCCESSFUL BIDDER shall be responsible for removing all non-permanent chemical containers and shall be responsible for removing their own unused chemicals (If so directed) at any time following the end of the contract period. SUCCESSFUL BIDDER shall contact DISTRICT'S Designated Facilities Manager or designee to make arrangement to remove SUCCESSFUL BIDDER'S equipment. SUCCESSFUL BIDDER shall keep a complete Water Treatment Manual at each site location, which includes the following sections:

5.4.1 Program overview and Description and SDS of each product;

5.4.2 System Control Charts and Daily Log sheets;

5.4.3 Weekly Chemical Analysis Reports;

5.4.4 Corrective Action Flow Chart to assist operators in recognizing water-related problems and their associated corrective action; and

5.4.5 Phone numbers, voice mail numbers etc. for the Project Manager and/or designee and Emergency Hot Lines.

6.0 TOWER WATER TREATMENT OPEN SYSTEM:

6.1 The Water Treatment method to use at DISTRICT, request for open cooling tower systems is outlined below. A performance guarantee shall be implemented that the SUCCESSFUL BIDDER shall be responsible for the labor,

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equipment and chemical to clean any equipment fouled due to poor water treatment. The water treatment program shall prevent fouling of the treated water systems which include cooling towers, cell decks, fill, spray heads, sumps, pumps, piping, chiller's condenser tubes and end bells.

- 6.1.1 Inhibitor:
 - 6.1.1.1 MOLYBDENUM / PHOSPHONATE (PBTC) / POLYMER / AZOLE Based with a minimum of 3-5 PPM as Phosphonate.
 - 6.1.1.2 Within thirty (30) days after award of CONTRACT, SUCCESSFUL BIDDER shall provide DISTRICT'S Designated Facilities Manager or designee with a list of equipment and techniques SUCCESSFUL BIDDER uses to:
 - 6.1.1.2.1 Provide Min/Max. control levels in PPM, active ingredients as fed, container size, material & type.
- 6.1.2 Dispersant - Liquid:
 - 6.1.2.1 SUCCESSFUL BIDDER shall use the one-drum water treatment approach.
 - 6.1.2.2 SUCCESSFUL BIDDER shall complete a Dispersant Form (provided by SUCCESSFUL BIDDER), which details the dispersant components, if separate or if the inhibitor method is used with the one drum treatment program.
- 6.1.3 Biocide Treatment Method:
 - 6.1.3.1 SUCCESSFUL BIDDER shall treat at 1/6 pound 93% hydantoin (or better) product per 1000 gallons, fed twice per week. The treatment shall be applied over a four (4) hour period providing between 0.9 and 1.0 ppm free halogen residual, as chlorine, during that period.
 - 6.1.3.1.1 Provide Min/Max, levels in parts per million (ppm), active ingredients as fed, container size, material & type, and recommended dosage schedule in days (i.e., Mon. & Thurs. adds).
 - 6.1.3.1.2 Liquid bromine donor may be substituted at 80-100 ppm of 11% bromine chloride and must achieve the identical residuals as compared to the specified product technology.
 - 6.1.4 Provide a certified Legionella testing on each open water system on an annual basis. Provide a Microbiological Analysis on each open system on a semi-annual basis. Monitor Total Aerobic Bacteria levels and effectiveness of corrosion Inhibitor monthly.
 - 6.1.5 SUCCESSFUL BIDDER shall inspect all contracted cooling towers visually to examine for biological growth, foam, sludge and report any cooling tower deterioration a minimum of once every thirty (30) days.
- 6.1.6 Documentation:
 - 6.1.6.1 Any time SUCCESSFUL BIDDER is on site performing water treatment tests, SUCCESSFUL BIDDER shall provide chart listing control limits for all water treatment activities in a Field Analysis Report to include but not limited to:
 - 6.1.6.1.1 Measurable treatment levels;
 - 6.1.6.1.2 Product component concentrations developed;
 - 6.1.6.1.3 "City water make-up;"
 - 6.1.6.1.4 pH;
 - 6.1.6.1.5 Include a copy of all tests performed by SUCCESSFUL BIDDER;

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- 6.1.6.1.6 Note any troubleshooting Instructions for each test parameter that DISTRICT is required to perform;
- 6.1.6.1.7 Note contingency plans for lay ups, water loss, and loss of automatic feed control to ensure continued protection of the system.

7.0 CHILLED/CONDENSOR / BOILER/HEAT EXCHANGER CLOSED WATER SYSTEM TREATMENT:

7.1 The Water Treatment method to use at DISTRICT, request for all closed hydronics systems. SUCCESSFUL BIDDER shall implement the following chemical water treatment procedures including die if needed:

7.1.1 Inhibitor: (MOLYBDENUM/POLYMER/AZOLE Based)

7.1.1.1 Provide treatment level for all components, recommended feed points, container size, material, and type. Product should be free of all glycols and nitrite. Molybdenum levels should be a minimum of 100 PPM as Mo+6.

7.1.1.2 Product must be compatible with Glycol in glycol treated systems.

7.1.1.3 Upon DISTRICT'S Designated Facilities Manager or designee request, SUCCESSFUL BIDDER shall provide container size, material, and type.

7.1.2 Dispersant - Liquid:

7.1.2.1 SUCCESSFUL BIDDER shall use the one-drum water treatment approach. Upon DISTRICT'S Designated Facilities Manager or designee request, SUCCESSFUL BIDDER shall provide details of type of inhibitor used.

7.1.3 Biocide Treatment Method:

7.1.3.1 Upon DISTRICT'S Designated Facilities Manager or designee request, SUCCESSFUL BIDDER shall treat the system for 120 ppm or to the required treatment level as specified by DISTRICT.

7.1.3.2 Upon DISTRICT'S Designated Facilities Manager or designee request, SUCCESSFUL BIDDER shall provide container size, material, and type.

7.1.4 Documentation:

7.1.4.1 Any time SUCCESSFUL BIDDER is on-site performing water treatment tests, SUCCESSFUL BIDDER shall provide chart listing control limits for all water treatment activities in a Field Analysis Report, to include but not limited to:

7.1.4.1.1 Measurable treatment levels;

7.1.4.1.2 Product component concentrations developed;

7.1.4.1.3 "City water make-up;"

7.1.4.1.4 pH;

7.1.4.1.5 Include a copy of all tests performed by SUCCESSFUL BIDDER;

7.1.4.1.6 Note any troubleshooting instructions for each test parameter that DISTRICT is required to perform;

7.1.4.1.7 Note contingency plans for lay ups, water loss, and loss of automatic feed control to ensure continued protection of the system.

8.0 OTHER WORK/SERVICES:

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- 8.1 Within the general scope of this CONTRACT, Other Work/Services may be required to meet the desired conditions and/or services not covered in the Basic Services section of this Agreement.
- 8.2 Other Services Request (OSR) quotations will be requested in writing by the DISTRICT'S Designated Facilities Manager or designee. The SUCCESSFUL BIDDER shall provide the necessary quote within three business days to the DISTRICT'S Designated Facilities Manager or designee for review and approval. The quote must include a description of the services to be performed, performance schedule, estimated labor hours, required material/supplies/equipment (estimates/receipts from SUCCESSFUL BIDDER of required material) and other requirements set forth in the written notice. If quoted pricing is deemed to be fair and reasonable the SUCCESSFUL BIDDER will be notified to proceed with the work by means of an issued PO. However, the DISTRICT Facilities Manager and/or Designee have the option to reject SUCCESSFUL BIDDER'S quote or require resubmission with revised or additional information. Should DISTRICT Facilities Manager and/or Designee reject SUCCESSFUL BIDDER'S quote and require resubmission, SUCCESSFUL BIDDER shall resubmit a modified quote within two calendar days of the rejection. If the quoted pricing is not deemed to be fair and reasonable the DISTRICT reserves the right to negotiate pricing with the SUCCESSFUL BIDDER. However, if an impasse were to occur between the SUCCESSFUL BIDDER and the DISTRICT, the DISTRICT reserves the right to seek quotations from other qualified suppliers/service provider for these Other Work/Services. The DISTRICT shall compensate the SUCCESSFUL BIDDER for all work based upon the material and labor rates specified in **(Exhibit VI) Bid Form (Pricing Sheet)**.
- 8.3 Other Work/Services shall be performed in accordance with all requirements and specifications of the original CONTRACT plus any special provisions issued to execute the work.
- 8.4 The time of performance shall be by mutual agreement between the SUCCESSFUL BIDDER and the DISTRICT'S Designated Facilities Manager or designee, unless otherwise specified by the DISTRICT'S Designated Facilities Manager or designee.
- 8.5 The SUCCESSFUL BIDDER compensation for Other Work/Services shall be in accordance with the Agreements Labor and Cost-Plus percentage rates as outlined within **(Exhibit VI) Bid Form (Pricing Sheet)**.
- 8.5.1 The quoted fees shall include all costs for personnel, supervision, travel, equipment, tools, materials, chemicals, parts, supplies, and estimated work hours necessary to remedy/address the situation/issue.
- 8.5.2 When the Other Work/Services is done by the on-site crew in conjunction with SUCCESSFUL BIDDER'S regular duties, the SUCCESSFUL BIDDER shall not receive additional compensation for the labor.
- 8.5.3 When the Other Work/Services have been accomplished, the SUCCESSFUL BIDDER shall issue a separate/independent invoice to the DISTRICT for these services and list/input the issued DISTRICT Purchase Order Number on the applicable Other Work/Services invoice.
- 9.0 SUB-SUPPLIERS:**
- 9.1 SUCCESSFUL BIDDER shall manage, control, and be responsible for all the work performed by its sub-suppliers/agents. A complete list of all sub-suppliers shall be submitted to DISTRICT Facilities Manager and/or Designee for approval prior to sub-supplier/agents commencing work.
- 10.0 WORK HOURS:**
- 10.1 SUCCESSFUL BIDDER'S normal Work hours must be between 7:00 a.m. thru 3:00 p.m. any day(s) between Monday through Friday, accept as otherwise requested by DISTRICT Facilities Manager and/or Designee. SUCCESSFUL BIDDER shall perform the Work in such a manner as to prevent inconvenience to DISTRICT patrons, personnel, and other clients at the DISTRICT. Any change in hours/workweek must be by mutual agreement confirmed in writing between SUCCESSFUL BIDDER and DISTRICT Facilities Manager and/or Designee. Approval by the DISTRICT Facilities Manager and/or Designee is required before any adjustments or changes are made to the work hours. Holidays will be DISTRICT approved holidays.

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11.0 WORK SCHEDULE:

- 11.1 The SUCCESSFUL BIDDER shall submit via email to the DISTRICT Facilities Manager and/or Designee a detailed monthly schedule of planned performance of work. This schedule must be submitted no later than seven calendar days prior to the scheduled month.
- 11.2 The SUCCESSFUL BIDDER shall check in/check out with the DISTRICT Facilities Manager and/or Designee upon arrival/departure every visit.
- 11.3 The DISTRICT Facilities Manager and/or Designee must be notified in writing when changes are proposed to the planned schedule of work. Reasons for these changes will be indicated. The DISTRICT Facilities Manager and/or Designee's approval is required before any changes are made in the work schedules by the SUCCESSFUL BIDDER.
- 11.4 The safety, well-being and convenience of all DISTRICT employees and public citizens must be a prime consideration in scheduling and accomplishing all work.
- 11.5 In the event of an emergency/urgent situation, the SUCCESSFUL BIDDER shall redirect the necessary on-duty staff to properly respond and take appropriate actions as requested by the DISTRICT Facilities Manager and/or Designee.

12.0 COORDINATION MEETINGS:

- 12.1 Throughout the Term of the CONTRACT and any extensions hereto, SUCCESSFUL BIDDER shall meet with DISTRICT Facilities Manager and/or Designee, as determined necessary by him/her, to identify and resolve performance issues. Notice of any such coordination meeting may be given by DISTRICT Facilities Manager and/or Designee to the SUCCESSFUL BIDDER either orally or in writing and will designate the time, date, location, SUCCESSFUL BIDDER attendees, and general purpose. SUCCESSFUL BIDDER'S designated attendees must be present at any such performance meeting for its duration and must take minutes. The meeting minutes must be transcribed by SUCCESSFUL BIDDER in approved typewritten form and must be submitted to DISTRICT Facilities Manager and/or Designee for approval within five days of any such meeting. DISTRICT Facilities Manager and/or Designee have the right to dispute the accuracy of the minutes and will note the discrepancies in the minutes prior to DISTRICT Facilities Manager and/or Designee approval. Once approved, the original will be retained by DISTRICT and copies will be provided to all attendees.

13.0 INSPECTIONS:

- 13.1 DISTRICT Facilities Manager and/or Designee will have the right to conduct inspections on all equipment, materials, supplies, and tools furnished, all records and logs, and all work performed under the CONTRACT without prior notice to SUCCESSFUL BIDDER. Equipment, tools, materials, and supplies that do not conform to the specifications of the CONTRACT or the original equipment manufacturer may be rejected.
- 13.2 A written report of the results of the inspection and recommendations will be forwarded to SUCCESSFUL BIDDER via email and shall require SUCCESSFUL BIDDER to take immediate action. SUCCESSFUL BIDDER shall correct the deficiency and respond in writing via email stipulating the corrective action(s) taken within five calendar days unless otherwise authorized by DISTRICT Facilities Manager and/or Designee. DISTRICT Facilities Manager and/or Designee will determine responsibility for any deficiencies identified through an inspection.

14.0 STAFFING/PERSONNEL:

- 14.1 All work covered by this CONTRACT must be performed by trained, properly supervised personnel in accordance with the highest levels of accepted within Water Treatment Program practices. Untrained employees must not be permitted to perform the services specified in the CONTRACT. It will be the burden of the SUCCESSFUL BIDDER to provide proof/document of employee training/applicable licenses if requested by the DISTRICT Facilities Manager and/or Designee.

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- 14.2 At any time during the CONTRACT period, the DISTRICT Facilities Manager and/or Designee may determine that work is not being performed in a timely manner or that the work is deficient. The SUCCESSFUL BIDDER shall be required to increase the manpower and/or equipment levels to correct these deficiencies at no additional cost to the DISTRICT. These increased levels must be maintained to perform the work required.
- 14.3 **Personnel Requirements:**
- 14.3.1 The SUCCESSFUL BIDDER shall provide a point of contact (POC) to the DISTRICT Facilities Manager and/or Designee in the event that the work being provided to the DISTRICT does not meet the standards agreed upon in the contract. The designated POC must include a direct phone number as well as an e-mail address. If the POC changes for any reason, The SUCCESSFUL BIDDER shall provide a new POC to the DISTRICT Facilities Manager and/or Designee prior to the next service date.
- 14.3.2 The SUCCESSFUL BIDDER shall provide all necessary personnel including supervision, to ensure that all Water Treatment Program Services are performed as required.
- 14.3.3 SUCCESSFUL BIDDER shall develop procedures to ensure all personnel, including newly hired workers, will be familiar with the work tasks. The procedures will include the required equipment for each job and will include safety procedures for all work performed.
- 14.3.4 All SUCCESSFUL BIDDER personnel must be reliable, skilled, and experienced in their assigned tasks. SUCCESSFUL BIDDER shall provide the DISTRICT Facilities Manager and/or Designee with a list for all SUCCESSFUL BIDDER personnel who will be working on DISTRICT property. SUCCESSFUL BIDDER may change personnel only with equally qualified personnel and DISTRICT Facilities Manager and/or Designee's approval.
- 14.3.4 **Project Manager:**
- 14.3.4.1 Prior to the pre-performance conference the SUCCESSFUL BIDDER shall designate in writing via email to DISTRICT Facilities Manager and/or Designee a Project Manager who is skilled and experienced in providing the type of service described within the CONTRACT, to direct all contract personnel and maintenance operation. DISTRICT Facilities Manager and/or Designee must approve the project manager, in writing, before performance begins. If DISTRICT Facilities Manager and/or Designee refuse to approve SUCCESSFUL BIDDER'S project manager, SUCCESSFUL BIDDER shall submit another project manager to DISTRICT Facilities Manager and/or Designee for approval. DISTRICT Facilities Manager and/or Designee have the right to approve or disapprove any successor project manager before performing under the CONTRACT. The Project Manager must have management experience in Water Treatment Program Services on a project similar in size /scope as stated within the CONTRACT.
- 14.3.4.2 SUCCESSFUL BIDDER'S Project Manager must always be available during the performance of the CONTRACT. SUCCESSFUL BIDDER'S Project Manager must have full authority to represent SUCCESSFUL BIDDER in making decisions and in the execution of the services to be performed. SUCCESSFUL BIDDER shall provide DISTRICT Facilities Manager and/or Designee with the identified SUCCESSFUL BIDDER Project Managers, e-mail address, mobile, home and office telephone numbers.
- 14.3.4.3 The Project Manager must represent the interest of the SUCCESSFUL BIDDER with regards to all matters involving work performance under this CONTRACT.
- 14.3.4.4 The Project Manager must be able to speak, read and write the English language to effectively communicate with the SUCCESSFUL BIDDER'S employees and/or sub-suppliers as well as with DISTRICT Facilities Manager and/or Designee. The DISTRICT Facilities Manager and/or Designee reserve the right to require the SUCCESSFUL BIDDER to replace the Project Manager if he/she cannot meet this requirement.
- 14.3.4.5 If the Project Manager is not on site or absent due to illness or other reasons, the SUCCESSFUL BIDDER shall provide an acting project manager to be on site managing and directing all SUCCESSFUL BIDDER personnel. The acting project manager must have similar job qualifications as those required for the Project Manager.

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14.3.5 Scheduling:

- 14.3.5.1 SUCCESSFUL BIDDER shall ensure that qualified, trained personnel and necessary materials, tools, equipment, and supplies will be available to meet all Water Treatment Program requirements of the CONTRACT.
- 14.3.5.2 Within ten business days after receipt of the PO, SUCCESSFUL BIDDER shall coordinate a work schedule that is agreeable to DISTRICT Facilities Manager and/or Designee and submit an approved written schedule detailing the maintenance workdays and responsibilities for its Water Treatment Program crews.
- 14.3.5.3 SUCCESSFUL BIDDER shall notify DISTRICT Facilities Manager and/or Designee immediately, in writing, of any proposed deviations from the schedule along with the schedule recovery dates. SUCCESSFUL BIDDER shall not deviate from the schedule until receiving DISTRICT Facilities Manager and/or Designee's written approval.

14.3.6 Personnel Uniforms:

- 14.3.6.1 SUCCESSFUL BIDDER'S personnel must present respectable appearance. SUCCESSFUL BIDDER'S personnel must wear SUCCESSFUL BIDDER furnished uniform with SUCCESSFUL BIDDER'S name clearly displayed on the front of the shirt and/or seasonal outerwear.
- 14.3.6.2 The SUCCESSFUL BIDDER shall provide complete uniforms to employees including, but not limited to, the following:
 - 14.3.6.2.1 Shirt with company identification logo. Tank tops, net shirts, halter tops are not permitted.
 - 14.3.6.2.2 Full length pants without excessive length or flared bottom.
 - 14.3.6.2.3 Safety gear/apparel.
 - 14.3.6.2.4 Inclement weather apparel.
- 14.3.6.3 SUCCESSFUL BIDDER employees improperly uniformed may not be permitted to work. Any SUCCESSFUL BIDDER'S employee found working and not wearing the proper uniform will be asked to leave the DISTRICT premises until they can meet the uniform requirement.

15.0 SECURITY AND BADGING:

- 15.1 SUCCESSFUL BIDDER shall comply with all applicable Local, State, and Federal rules governing security at the DISTRICT, as may be amended from time to time.
- 15.2 SUCCESSFUL BIDDER'S assigned personnel may be required to obtain DISTRICT security badges for personnel performing services on-site, including its sub-supplier's personnel. On-site personnel must always wear identification badges while on DISTRICT property. SUCCESSFUL BIDDER is responsible for the badges, including replacements thereof. SUCCESSFUL BIDDER personnel losing badges shall notify DISTRICT Facilities Manager and/or Designee immediately, to allow for the DISTRICT Facilities Manager and/or Designee to inform District Security Office and to authorize reissuance of a new badge to SUCCESSFUL BIDDER personnel.
- 15.3 SUCCESSFUL BIDDER personnel must always conform to all DISTRICT Safety & Security rules or regulations while on DISTRICT property per DISTRICT Safety & Security Division established policies and procedures.

16.0 EMERGENCY RESPONSE TIME:

- 16.1 The SUCCESSFUL BIDDER shall be on call for repairs and shall respond on site to emergency work requests within two hours after receiving notification from the DISTRICT Facilities Manager and/or Designee.

17.0 PARKING:

SECTION E - SPECIFICATIONS / SCOPE OF WORK
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17.1 SUCCESSFUL BIDDER may park its vehicles in areas designated by DISTRICT Facilities Manager and/or Designee. SUCCESSFUL BIDDER must provide all transportation logistics for SUCCESSFUL BIDDER personnel or its sub-suppliers necessary to perform work under the CONTRACT.

18.0 VEHICLES/EQUIPMENT:

18.1 The SUCCESSFUL BIDDER shall provide and maintain all equipment and vehicles necessary to perform the required services defined in this CONTRACT.

18.2 SUCCESSFUL BIDDER vehicles must be clearly marked with identification indicating SUCCESSFUL BIDDER'S or sub-supplier's name. Such identification must be placed on both sides of vehicle and may be removable, (e.g., magnetic).

18.3 In the event of equipment failure, the SUCCESSFUL BIDDER shall either return the equipment to good operating condition within 24 hours or provide a replacement equipment in good operating condition within 24 hours.

18.3.1 At any time during the CONTRACT period, if the DISTRICT Facilities Manager and/or Designee may determine that work is not conducted in a timely manner due to deficient or lack of equipment, the SUCCESSFUL BIIDER shall be required to replace or increase equipment levels to correct these deficiencies at no additional cost to DISTRICT.

19.0 LICENSE/PERMITS (IF APPLICABLE):

19.1 If applicable, the SUCCESSFUL BIDDER shall, at its own expense, obtain all necessary licenses, and/or permits required for the execution of the work.

20.0 CHEMICALS, TOOLS, MATERIALS, SUPPLIES, AND EQUIPMENT:

20.1 All supplies must be of the quality necessary to fulfill the intended purpose of the product. SUCCESSFUL BIDDER shall provide chemicals and maintain tools, machines, and equipment to perform the work as specified. All equipment must be maintained in a first-class working condition satisfactory to DISTRICT Facilities Manager and/or Designee. SUCCESSFUL BIDDER shall use all chemicals, tools, materials, supplies, and equipment in accordance with the manufacturer's recommendations/ instructions.

20.2 The DISTRICT will assume neither responsibility nor liability for any SUCCESSFUL BIDDER furnished items. The DISTRICT will assume no responsibility or liability for any harm or injury arising from, or caused by, any SUCCESSFUL BIDDER furnished item or equipment.

20.3 The DISTRICT will not be liable for any loss, breakage, or damage that may result to chemicals, tools, equipment, materials, or supplies that SUCCESSFUL BIDDER may be using in the areas serviced.

20.4 SUCCESSFUL BIDDER shall remove all materials, supplies, and equipment from the work site upon completion or cessation of work. SUCCESSFUL BIDDER is responsible for proper storage etc. of its equipment used for work at the DISTRICT.

21.0 MATERIAL SAFETY DATA SHEETS (MSDS):

21.1 The SUCCESSFUL BIDDER shall furnish to the DISTRICT Facilities Manager and/or Designee all Material Safety Data Sheet (MSDS) for each product used at the DISTRICT.

22.0 RECORDS AND REPORTS:

22.1 When requested by the DISTRICT Facilities Manager and/or Designee the SUCCESSFUL BIDDER shall provide written weekly reports to the DISTRICT Facilities Manager and/or Designee via electronic e-mail. The SUCCESSFUL BIDDER shall report the weekly scheduled/completed service activities to the DISTRICT Facilities

SECTION E - SPECIFICATIONS / SCOPE OF WORK

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Manager and/or Designee. The service activity report must include the date of service, work performed, quantity of labor force, hours of work, location of work, materials and equipment used, any applicable special condition or activities as well as a list of repairs that may be necessary. Moreover, the report shall indicate all conditions, transactions, situations, or circumstances which may affect the SUCCESSFUL BIDDER'S overall performance under the CONTRACT. All reports are due via electronic e-mail to the DISTRICT Facilities Manager and/or Designee within two calendar days following each service unless otherwise agreed upon by DISTRICT Facilities Manager and/or Designee.

22.2 Reports must be typed written and must be submitted to the DISTRICT Facilities Manager and/or Designee via electronic e-mail.

22.3 As part of the organization/planning task, SUCCESSFUL BIDDER shall develop procedures for maintaining records for services provided under this CONTRACT. As a minimum and in compliance with this specification, the records must include:

22.3.1 CONTRACT Document

22.3.2 SUCCESSFUL BIDDER Insurance Certificate/Policies

22.3.3 Other Work Services/Approvals and applicable POs, Invoices and Other supporting documents

22.3.4 Service Subcontracts

22.3.5 Service Documentation

22.3.6 Inspection Reports

22.3.7 Incident Reports

22.3.8 Safety reports/MSDS

22.3.9 Monthly Activity Reports

22.4 SUCCESSFUL BIDDER'S record keeping system may be subject to approval of DISTRICT Facilities Manager and/or Designee. DISTRICT Facilities Manager and/or Designee may inspect all records at any time during normal business hours.

22.5 Upon expiration or termination of the CONTRACT, all records produced and maintained on file by the SUCCESSFUL BIDDER, the DISTRICT Facilities Manager and/or Designee may request the SUCCESSFUL BIDDER to provide an electronic copy of all such records.

23.0 CHEMICAL SUBMITTALS FOR APPROVAL:

23.1 Prior to use of any chemical products or materials, the SUCCESSFUL BIDDER shall provide the following submittals for review and approval by the DISTRICT Facilities Manager and/or Designee.

23.1.1 Manufacturer's product data and literature

23.1.2 Manufacturer's application recommendations

23.1.3 Samples, if required by the DISTRICT Facilities Manager and/or Designee

23.1.4 Material Safety Data Sheets (MSDS)

24.0 PHASE IN/PHASE-OUT SERVICES:

SECTION E - SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: ITB-240017

24.1 The services provided by SUCCESSFUL BIDDER and continuity of such services at a consistently high level without interruption must be ensured, as they are vital to the DISTRICT'S overall operations. Upon expiration of the CONTRACT, a successor must be able to continue the services. SUCCESSFUL BIDDER shall give its best efforts and cooperation to affect an orderly and efficient transition to a successor.

24.2 SUCCESSFUL BIDDER shall provide phase-in/phase-out services for up to thirty calendar days before CONTRACT expiration at no extra charge to DISTRICT. SUCCESSFUL BIDDER shall negotiate in good faith with the DISTRICT in determining the nature and extent of the phase-in/phase-out services. SUCCESSFUL BIDDER shall be totally responsible for providing the services specified in the CONTRACT during any phase-in/phase-out period.

25.0 ESTIMATED QUANTITIES NOT GUARANTEED:

25.1 The estimated quantities specified in this CONTRACT are not a guarantee of actual quantities; DISTRICT does not guarantee any quantity during the term of this CONTRACT. The quantities may vary depending upon the actual needs of the DISTRICT. The quantities specified herein are good faith estimates of usage during the term of this CONTRACT. Therefore, DISTRICT will not be liable for any contractual agreements/obligations the SUCCESSFUL BIDDER enters based on DISTRICT purchasing/requiring all the quantities specified herein.

26.0 LABOR RATES:

26.1 The SUCCESSFUL BIDDER shall invoice the DISTRICT the labor rate as specified on the **EXHIBIT VI BID FORM (PRICING SHEET)**.

26.0 PARTS/MATERIAL/EQUIPMENT COST PLUS MARK-UP PROVISION:

26.1 The SUCCESSFUL BIDDER'S invoices(s) shall state the purchase price of the parts/materials/equipment with the percent (%) mark-up as referenced within the **EXHIBIT VI - BID FORM (PRICING SHEET)** of this CONTRACT. Moreover, the SUCCESSFUL BIDDER is required to include a copy of the receipt of purchase for the parts/materials/equipment from where the SUCCESSFUL BIDDER purchased the parts/materials/equipment with invoice.

27.0 EMERGENCY EVACUATION:

27.1 In case of an emergency while the SUCCESSFUL BIDDER and its personnel are on-site, the DISTRICT'S Designated Facilities Manager or designee may direct the SUCCESSFUL BIDDER to suspend/terminate all work and clear the area of equipment and/or personnel. SUCCESSFUL BIDDER personnel shall comply with all such request in a safe, orderly, and hasty manner (if all possible).

28.0 PUBLIC RELATIONS:

28.1 The SUCCESSFUL BIDDER agrees that neither it nor its agents, subcontractors or employees shall issue or make any public statements on behalf of the DISTRICT with respect to any incident occurring at any facility, except when requested to do so by the DISTRICT'S Designated Facilities Manager or designee.

29.0 CONTRACT ADMINISTRATION / CONTRACT COMPLIANCE:

29.1 The DISTRICT'S Designated Facilities Manager or designee reserves the right to monitor this CONTRACT for compliance to ensure legal obligations are fulfilled and acceptable levels of service are being provided by the SUCCESSFUL BIDDER.

29.2 Monitoring may take the form of, but not necessarily be limited to the following:

29.2.1 Inspection, testing, and/or sampling of services delivered or to be delivered

29.2.2 Review of deliverables received for accuracy and timeliness

SECTION E - SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: ITB-240017

29.2.3 Review of SUCCESSFUL BIDDER'S invoices for accuracy

29.2.4 Review of SUCCESSFUL BIDDER'S certifications and/or licenses

29.2.5 Site visits

30.0 SUCCESSFUL BIDDER'S FINANCIAL OBLIGATION:

30.1 The SUCCESSFUL BIDDER shall make timely payments to all persons supplying labor, materials, chemicals, or equipment in the execution of this CONTRACT.

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SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS
SOLICITATION NO.: ITB-240017

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) – 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)
One (1) Hardcopy Original and 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 2 - DOCUMENTS & FORMS
Insurance Requirements (Attachment “A”)
Affidavit for Sole Proprietor (ONLY) (Attachment “B”)
Clark County Business License

EXHIBIT I – OFFER AND ACCEPTANCE FORM
SOLICITATION NO.: ITB-240017

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-240017

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-240017

To receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least three (3) contracts, **as a prime contractor**, in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The District reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the District's minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.**

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

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

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

EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM
SOLICITATION NO.: ITB-240017

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-240017

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-240017

Year 1 – Water Treatment Program Services:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	FREQUENCY	UNIT PRICE	QUANTITY	EXTENDED TOTAL (Unit Price X Qty = Extended Total)
1	New Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling towers (2) 500 ton	1	Weekly	\$	52	\$
2	Old Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 75 ton	1	Weekly	\$	52	\$
3	Support Bldg. 5857 Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 150 ton	1	Weekly	\$	52	\$
4	Central Plant Blower Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (2) 150 ton	1	Weekly	\$	52	\$
5	AWT Lab Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (3) 940 ton	1	Weekly	\$	52	\$
6	Solids Dewatering Bldg. 5857 East Flamingo Rd. Air cooled Closed loop chilled (No tower)	1	Weekly	\$	52	\$
7	Labor Rate (Other Work Services)	1	Per Hour	\$	10	\$
8	Percent Mark-Up – For Parts/Material/Equipment (Other Work Services)	\$20K Budgeted Amount		_____% Mark-up	\$20K x ____% = X; X + \$20K = Extended Total	\$

EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

YEAR 1 – TOTAL EXTENDED AMOUNT						\$

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EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

Year 2, Option Year 1 – Water Treatment Program Services:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	FREQUENCY	UNIT PRICE	QUANTITY	EXTENDED TOTAL (Unit Price X Qty = Extended Total)
1	New Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling towers (2) 500 ton	1	Weekly	\$	52	\$
2	Old Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 75 ton	1	Weekly	\$	52	\$
3	Support Bldg. 5857 Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 150 ton	1	Weekly	\$	52	\$
4	Central Plant Blower Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (2) 150 ton	1	Weekly	\$	52	\$
5	AWT Lab Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (3) 940 ton	1	Weekly	\$	52	\$
6	Solids Dewatering Bldg. 5857 East Flamingo Rd. Air cooled Closed loop chilled (No tower)	1	Weekly	\$	52	\$
7	Labor Rate (Other Work Services)	1	Per Hour	\$	10	\$
8	Percent Mark-Up – For Parts/Material/Equipment (Other Work Services)	\$20K Budgeted Amount		_____% Mark-up	\$20K x ____%= X; X + \$20K = Extended Total	\$

EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

YEAR 2 – TOTAL EXTENDED AMOUNT						\$

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EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

Year 3, Option Year 2 – Water Treatment Program Services:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	FREQUENCY	UNIT PRICE	QUANTITY	EXTENDED TOTAL (Unit Price X Qty = Extended Total)
1	New Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling towers (2) 500 ton	1	Weekly	\$	52	\$
2	Old Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 75 ton	1	Weekly	\$	52	\$
3	Support Bldg. 5857 Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 150 ton	1	Weekly	\$	52	\$
4	Central Plant Blower Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (2) 150 ton	1	Weekly	\$	52	\$
5	AWT Lab Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (3) 940 ton	1	Weekly	\$	52	\$
6	Solids Dewatering Bldg. 5857 East Flamingo Rd. Air cooled Closed loop chilled (No tower)	1	Weekly	\$	52	\$
7	Labor Rate (Other Work Services)	1	Per Hour	\$	10	\$
8	Percent Mark-Up – For Parts/Material/Equipment (Other Work Services)	\$20K Budgeted Amount		_____ % Mark-up	\$20K x ____% = X; X + \$20K = Extended Total	\$

EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

YEAR 3 – TOTAL EXTENDED AMOUNT						\$

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EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

Year 4, Option Year 3 – Water Treatment Program Services:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	FREQUENCY	UNIT PRICE	QUANTITY	EXTENDED TOTAL (Unit Price X Qty = Extended Total)
1	New Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling towers (2) 500 ton	1	Weekly	\$	52	\$
2	Old Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 75 ton	1	Weekly	\$	52	\$
3	Support Bldg. 5857 Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 150 ton	1	Weekly	\$	52	\$
4	Central Plant Blower Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (2) 150 ton	1	Weekly	\$	52	\$
5	AWT Lab Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (3) 940 ton	1	Weekly	\$	52	\$
6	Solids Dewatering Bldg. 5857 East Flamingo Rd. Air cooled Closed loop chilled (No tower)	1	Weekly	\$	52	\$
7	Labor Rate (Other Work Services)	1	Per Hour	\$	10	\$
8	Percent Mark-Up – For Parts/Material/Equipment (Other Work Services)	\$20K Budgeted Amount		_____% Mark-up	\$20K x ____%= X; X + \$20K = Extended Total	\$

EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

YEAR 4 – TOTAL EXTENDED AMOUNT						\$

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EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

Year 5, Option Year 4 – Water Treatment Program Services:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	FREQUENCY	UNIT PRICE	QUANTITY	EXTENDED TOTAL (Unit Price X Qty = Extended Total)
1	New Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling towers (2) 500 ton	1	Weekly	\$	52	\$
2	Old Admin Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 75 ton	1	Weekly	\$	52	\$
3	Support Bldg. 5857 Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (1) 150 ton	1	Weekly	\$	52	\$
4	Central Plant Blower Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (2) 150 ton	1	Weekly	\$	52	\$
5	AWT Lab Bldg. 5857 East Flamingo Rd. Closed loop heating and chilled Open loop cooling tower (3) 940 ton	1	Weekly	\$	52	\$
6	Solids Dewatering Bldg. 5857 East Flamingo Rd. Air cooled Closed loop chilled (No tower)	1	Weekly	\$	52	\$
7	Labor Rate (Other Work Services)	1	Per Hour	\$	10	\$
8	Percent Mark-Up – For Parts/Material/Equipment (Other Work Services)	\$20K Budgeted Amount		_____% Mark-up	\$20K x ____%= X; X + \$20K = Extended Total	\$

EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-240017

YEAR 5 – TOTAL EXTENDED AMOUNT						\$

TOTAL EXTENDED BID AMOUNT SUMMARY	
YEAR ONE (1) – TOTAL AMOUNT	\$
YEAR TWO (2), OPTION YEAR ONE (1) – TOTAL AMOUNT	\$
YEAR THREE (3), OPTION YEAR TWO (2) – TOTAL AMOUNT	\$
YEAR FOUR (4), OPTION YEAR THREE (3) – TOTAL AMOUNT	\$
YEAR FIVE (5), OPTION YEAR FOUR (4) – TOTAL AMOUNT	\$
TOTAL EXTENDED BID AMOUNT	\$

DELIVERY:

_____ Calendar days (Maximum 120 Calendar days)

RECYCLED PRODUCTS:

The product that I am offering is considered a recycled product. Yes No

TERMS OF PAYMENT:

_____%, _____ calendar days.

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS

SOLICITATION NO.: ITB-240017

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-240017

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

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

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

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

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

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

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

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

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

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

Signature	Print Name
Title	Date

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
SOLICITATION NO.: ITB-240017

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-240017

BUSINESS LICENSE INFORMATION

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

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

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

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

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

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

ATTACHMENT "A" – INSURANCE REQUIREMENTS

SOLICITATION NO.: ITB-240017

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

1.0 FORMAT / TIME:

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

2.0 BEST KEY RATING:

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

3.0 DISTRICT COVERAGE:

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

4.0 ENDORSEMENT / CANCELLATION:

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

5.0 DEDUCTIBLES:

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

6.0 AGGREGATE LIMITS:

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

7.0 COMMERCIAL GENERAL LIABILITY:

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

8.0 AUTOMOBILE LIABILITY:

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

9.0 RESERVED:

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-240017

10.0 WORKERS' COMPENSATION:

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

11.0 FAILURE TO MAINTAIN COVERAGE:

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

12.0 ADDITIONAL INSURANCE:

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

13.0 DAMAGES:

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

14.0 COST:

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

15.0 INSURANCE SUBMITTAL ADDRESS:

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

16.0 INSURANCE FORM INSTRUCTIONS:

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

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

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

16.1.3 Insurance Company's Best Key Rating

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

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-240017

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

16.1.8 Description: ITB-240017 for Water Treatment Program Services (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-240017

CLARK COUNTY CERTIFICATE OF INSURANCE					ISSUED DAY (MM/DD/YY)
PRODUCER		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.			
1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS		COMPANIES AFFORDING COVERAGE		3. BEST RATING	
		COMPANY LETTER	A		
INSURED		COMPANY LETTER		B	
2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS		COMPANY LETTER		C	
		COMPANY LETTER		D	
		COMPANY LETTER		E	
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				EACH OCCURRENCE \$
<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE \$	
DEDUCTIBLE \$ _____					
EXCESS LIABILITY					
<input type="checkbox"/> UMBRELLA FORM					
<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASECPOLICY LIMIT \$
					DISEASECEACH EMPLOYEE \$
7.	NA	(N)	(O)	(P)	PER OCCURRENCE \$(Q) NA
8.	NA	(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U) NA
9. DESCRIPTION OF BID: BID NO. ITB-240017 FOR WATER TREATMENT PROGRAM SERVICES					
10. CERTIFICATE HOLDER		CANCELLATION			
CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SECTION 5857 E. FLAMINGO RD LAS VEGAS, NV 89122		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
		11. APPOINTED AGENT SIGNATURE _____			
		INSURER LICENSE NUMBER _____			
		ISSUED BY STATE OF _____			

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-240017

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)
SOLICITATION NO.: ITB-240017**

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. 240017, entitled Water Treatment Program Services;
- 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 SOLICITATION
SOLICITATION NO.: ITB-240017**

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