

MUTUAL USE CONTRACT

THIS Contract is made and entered into, effective as of _____, by and between the City of Las Vegas (the "City"), a municipal corporation in the State of Nevada, and Pilot Thomas Logistics LLC (the "Company"), a Texas limited liability company.

RECITALS

WHEREAS, the Company and Las Vegas Valley Water District (the Originating Government Entity) have entered into that Contract dated December 19, 2023 (ITB No. 011121), which provides for diesel fuels (the "Company Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities and cooperative purchasing organizations with the authorization of the Company; and

WHEREAS, the City desires to use the Company Contract between the Company and the Originating Government Entity; and

WHEREAS, the City and Company intend to enter into an agreement between themselves using the terms, conditions and specifications of the Company Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. The following documents are hereby incorporated into this Contract: Exhibit "A", Special Conditions (five (5) pages), attached hereto and made a part hereof, and Exhibit "B" (twenty-nine (29) pages, incl. cover page), the terms, conditions and covenants of the Company Contract, attached hereto and made a part hereof. In the event of a conflict between the specific language set forth in this Contract and Exhibits, this Mutual Use Contract shall take precedence followed by Exhibit "A" and Exhibit "B" in that order.
2. As required pursuant to NRS 332.195, the Company hereby authorizes and consents to the City using the terms, conditions and covenants of the Company Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Company Contract to the extent that the same are incorporated herein as a part of this Contract.
3. The Company Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Company Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Company Contract.
4. The Contract Amount shall not exceed \$3,000,000 per year.
5. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Company Contract. This performance period is from Award Date through and including February 28, 2025 and includes four (4) one-year renewal options. For the benefit of the City, the City shall provide written notice to the Company of such option extension(s), and the Company may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise any further options. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

In the event that the Company Contract is terminated for any reason, including the failure of the Originating Government Entity to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

6. The City reserves its right to terminate this Contract and its use of the Company Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Company. The City's exercise of its right to terminate herein shall have no effect on the Company Contract between the Company and the Originating Government Entity. On the effective date of the termination, the Company shall terminate all work and take all

reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

7. Any change or modification to the Company Contract between the Company and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.
8. Unless the content indicates otherwise, references in the Company Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.
9. This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City's designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

10. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or sub consultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.
11. Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

12. City/Company Representative [CAO - 08/22/2019]

- (a) All routine Company inquiries should be directed to the person identified by the City on the Purchase Order.
- (b) The Company Representative for this Contract is Ted Dunlap, C & I Southwest Sales Manager, Ted.dunlap@pilotthomas.com. The Company Representative shall have full authority to act for the Company on all matters arising under or relating to this Contract until written notice to the City is provided by the Company of any change in the person acting in this capacity.

13. Legal Notice [CAO-4/2020]

- (a) Any legal notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon

receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Legal Department
Pilot Thomas Logistics LLC
PO Box 2136
Grapevine, Texas 76099
Contract.Group@pilotthomas.com
With a copy to: Andy.Edwards@pilotthomas.com

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the City or Company Representative, as appropriate.
14. The Company agrees to provide and maintain insurance coverages as defined in Exhibit "A", Section A-2, Insurance for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's designated certificate tracking service prior to City execution of the Contract.
15. Certification - No Boycott: By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"Boycott of Israel" means refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving written notice to Company.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

PILOT THOMAS LOGISTICS, LLC

SignatureDate

DocuSigned by:
David Reynolds2/29/2024 | 8:25 PM CST
227407B2EE5F434...
SignatureDate

Printed Name

David Reynolds
Printed Name

Title

SVP - Commercial
Title

ATTEST:

LuAnn D. Holmes, MMCDate
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
James B. Lewis2/29/2024 | 10:06 AM PST
DD1EE26948C64F0...
Deputy City AttorneyDate

James B. Lewis
Printed Name

EXHIBIT A - SPECIAL CONDITIONS**A-1 Invoices [CAO-9/2020]**

- (a) The Company shall timely submit a detailed invoice to the City within sixty (60) days after shipment of Goods for the quantities delivered and accepted. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the Purchase Order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) the performance dates covered by the invoice.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

- (c) A duplicate copy of the invoice is to be sent to the City's designated representatives at tscott@lasvegasnevada.gov, cclay@lasvegasnevada.gov and bmessner@lasvegasnevada.gov.
- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice.

A-2 Insurance [CAO-3/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property

damages. Such coverage shall be on an “occurrence” basis and not on a “claims made” basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- (iii) Commercial Automobile Liability Insurance of limits 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 Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail “return receipt requested”.
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or sub consultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.

The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company

A-3 Indemnification [CAO-4/2020]

- (a) In addition to the insurance requirements set forth in Section A-2, Insurance, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

A-4 Full Load Orders

- (a) All fuel orders placed by the City for six thousand (6,000) gallons or more of a single product or of multiple products to be delivered to a single site or multiple sites shall be considered a full load order and will be exempt from short load delivery fees.

A-5 Delivery Requirements

- (a) Locations. The delivery point shall be the City of Las Vegas. The present delivery points, fuel type, and capacity are as follows:

FUEL TANK LOCATIONS AND SIZES

Delivery Location	Diesel Fuel
1. Fire Station #1 - 500 N. Casino Center Blvd.	10,000 Gal. Cap.
2. Fire Station #4 - 421 S. 15th Street	4,000 Gal. Cap.
3. Fire Station #2 - 900 S. Durango Dr.	4,000 Gal. Cap.
4. Fire Station #42 - 7331 W. Cheyenne Ave.	4,000 Gal. Cap.
5. Fire Station #7 - 10101 Banburry Cross Dr.	4,000 Gal. Cap.
6. Fire Station #9 - 4747 N. Rainbow Blvd.	4,000 Gal. Cap.
7. Fire Station #41 - 6989 N. Buffalo Dr.	4,000 Gal. Cap.
8. Fire Station #10 - 1501 S. Martin Luther King Blvd.	4,000 Gal. Cap.
9. Fire Station #43 - 6420 Smoke Ranch Rd.	4,000 Gal. Cap.
10. Fire Station #44 - 7701 W. Washington Ave.	4,000 Gal. Cap.
11. Fire Station #45 - 3821 N. Fort Apache Rd.	4,000 Gal. Cap.
12. Fire Station #5 - 1020 Hinson St.	4,000 Gal. Cap.
13. Fire Station #8 - 805 N. Mojave Rd.	4,000 Gal. Cap.
14. Fire Station #47 - 911 Ridge Pine St.	4,000 Gal. Cap.
15. East Fleet Service Center - 3128 E. Bonanza Rd.	20,000 Gal. Cap. Bio-Diesel
16. Floyd Lamb Park - 9200 Tule Springs Rd.	516 Gal. Cap. Bio-Diesel
18. Water Pollution Control Facility - 6005 E. Vegas Valley Dr.	2,500 Gal. Cap. Bio-Diesel
19. West Fleet Service Center - 2950 Ronemus Dr.	12,000 Gal. Cap. Bio-Diesel

The City reserves the right to delete or add facilities throughout the term of this contract to include renewal options.

- (b) **Delivery Hours.** The deliveries shall take place Monday through Thursday from 6:00 a.m. until 4:30 p.m. Exceptions may be made for emergencies which shall require the previous approval and scheduling with the City Representative.

A-6 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

A-7 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.
- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

A-8 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS

LIST OF DOCUMENTS

<u>Section</u>	<u># Pages</u>
LVVWD Agreement Bid No. 011121	29

AGREEMENT**ITB NO. 011121****SUPPLY CONTRACT #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL**

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and Pilot Thomas Logistics, LLC (Provider).

The Parties do mutually agree as follows:

- a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
- b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- d) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Agreement
Notice of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Terms and Conditions
Contract Special Conditions
Contract Technical Specifications
Supplier Response

IN WITNESS WHEREOF, Provider has caused this Agreement to be executed and entered to as of March 1, 2024.

PILOT THOMAS LOGISTICS, LLC

By: David Reynolds
David Reynolds (Dec 19, 2023 21:13 CST)

Name: David Reynolds

Title: SVP - Commercial

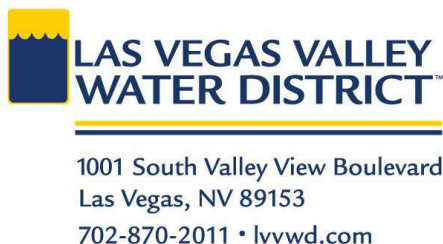
LAS VEGAS VALLEY WATER DISTRICT

By: John J. Entsminger
John J. Entsminger (Dec 19, 2023 07:26 PST)

Name: John J. Entsminger

Title: General Manager

Dec 19, 2023

**NOTICE OF INTENT TO AWARD**

October 11, 2023

It is the intent of Las Vegas Valley Water District, Purchasing Division, to recommend award of Bid No. 011121 Supply Contract for #1 Diesel, #2 Diesel and B99 Biodiesel Fuel, to Pilot Thomas Logistics. It is anticipated that this contract will be awarded with an effective date of this contract beginning March 1, 2024.

BID SUMMARY

Responding Supplier	Response Total
Pilot Thomas Logistics	\$2,552,343.00
Rebel Oil Company, Inc.	\$2,572,250.00
On Time Oil LLC	\$2,685,250.00
Senergy Petroleum	\$2,697,460.00

In accordance with General Provision 28, "Protests" clause in the referenced bid document, all Bidders have five (5) business days from receipt of this notification to submit a formal written protest to the Purchasing Manager. The Board of Directors is not required to consider any protest that is not filed in accordance with the Protests Clause in the referenced bid document.

If you have any questions concerning this notification, please contact Corinna Hale, Purchasing Supervisor, at (702) 258-3226 or corinna.hale@lvvwd.com.

ISSUED BY:

Corinna Hale

Corinna Hale
Purchasing Supervisor



Las Vegas Valley Water District
Southern Nevada Water Authority
Springs Preserve™

LAS VEGAS VALLEY WATER DISTRICT
ITB NO. 011121
SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL

September 18, 2023

ADDENDUM NO. 1

INVITATION TO BID

1. The bid opening date of October 10, 2023 at 10:00:00 a.m. or p.m. remains unchanged.

SECTION TITLE

2. General Provisions, Section 7: Method of Award shall be deleted in its entirety and replaced with the following:

Award will be made by the Board or its authorized representative, as appropriate, to the lowest responsive and responsible Bidder on a lump sum basis (for multiple items aggregate award). Bidders must provide a Bid response on all items listed in the Solicitation in order to be considered for award.

Should you have any questions regarding the technical specifications or drawings, please (email or call) (name), (Title), (Department), at (phone number), or any other questions, please email me at (email) or call me at (phone number).

ISSUED BY:

EMILY VOLK
Purchasing Analyst

Attachment(s): None.

cc: Jim Morwood, Fleet
Dave Bourn, Fleet

Las Vegas Valley Water District

INVITATION TO BID

ITB NO. 011121

SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL

The solicitation package is available on the Nevada Gov eMarketplace (NGEM) website at www.ngemnv.com ITB No011121 in the list of current bid opportunities..

This Solicitation is for an opportunity to bid on the supply of #1 Diesel, #2 Diesel and B99 Biodiesel.

Owner uses an online solicitation system, the Nevada Gov eMarketplace (NGEM) at www.ngemnv.com, and requires its use to view and download solicitation documents and submit responses electronically.

A **Pre-Bid Conference** will be held on September 18, 2023 at 10:00a.m. Pacific.

Las Vegas Valley Water District
1001 S. Valley View Blvd
Mead 3 Conference Room
Las Vegas, Nevada, 89153

The intent of the pre-bid conference is to review the entire Solicitation and answer any questions that Bidders may have.

Responses will be accepted via the NGEM System on or before October 10, 2023 no later than 10:00:00 am.

GENERAL PROVISIONS**BID NO. 011121****SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL****1) INTENT OF INVITATION:**

In accordance with the terms and conditions provided in this Solicitation, it is the intent of this formal invitation to bid to receive bids from Bidders for the Contract.

2) TERMS:

The term "Bid" as used throughout this document will mean a Bidder's response to this Solicitation that is submitted through the NGEM System.

The term "Bidder" as used throughout this document will mean any party that, pursuant to Section 3, registered as a supplier for the NGEM system and has downloaded the project solicitation documents for that project.

The term "Board" as used throughout this document will mean the Owner's Board of Directors.

The term "Contract" as used throughout this document will mean the goods, services, or work to be awarded pursuant to this Solicitation as described on Page 1 of this Solicitation.

The term "Contract Documents" will mean all documents listed in Section 1 of the General Terms and Conditions; throughout these Contract Documents, the term may refer to each of the listed documents individually or collectively.

The term "Owner" as used throughout this document will mean the Las Vegas Valley Water District, as represented by its Board of Directors or by staff acting within the scope of their authority.

The term "Provider" as used throughout this document will mean the bidder who receives the award of this Solicitation.

The term "Solicitation" as used throughout this document will mean the Invitation to Bid setting forth the requirements and specifications of the Contract to be awarded and any Contract Documents issued by Owner prior to the Bid submission deadline.

The term "Solicitation Documents" as used throughout this document will mean the Invitation to Bid and related documents provided by the Owner prior to the bid submission deadline as well as the Contract Documents.

The term "LVVWD throughout this document will mean the Las Vegas Valley Water District.

The term "NGEM System" refers to Owner's electronic bidding system (or e-bid system), the Nevada Government eMarketplace. This is a web-based bidding system that provides all solicitation documents electronically to potential Bidders and forms the pathway for interested Bidders to submit Bids in response to a solicitation. The term "e-bid" or "electronic bid" means the Bidders' electronic Bid submitted to Owner by way of NGEM System. The terms "electronic bid" or "e-bid" are used interchangeably to describe the bidding process to submit an authorized Bid to Owner in response to solicitations to Bidders.

3) REGISTRATION FOR NGEM SYSTEM:

- a) Owner's e-bid System is accessible at www.ngemnv.com. Solicitation Documents can be viewed by selecting a specific project from the Current Bid Opportunities list and clicking on that project after completing registration as a supplier.
- b) Potential Bidders MUST REGISTER as a supplier by clicking on the 'Supplier Registration' link and completing the registration form. There is no cost to register for or to use the NGEM System.
- c) Once complete, suppliers will receive emails notifying them of future bid opportunities. Downloading any project solicitation documents will automatically place the Bidder's contact information on the bidders list and the NGEM System will automatically send all updates, changes or addenda associated with that project.

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- d) A Bid submitted in response to this Solicitation can only be submitted through the NGEM system. The form can be printed for Bidder's use, but a Bid MUST be submitted through the NGEM System or the Bidder's response will be rejected.
- e) Questions regarding use of the NGEM System may be directed by email to: purchasing_help_desk@lvvwd.com or by calling the Purchasing Help Desk at (702) 258-3200.
- 4) COPIES OF SOLICITATION DOCUMENTS:
- a) Complete sets of electronic Solicitation Documents are available for download to registered Bidders at no cost from the NGEM System.
- b) Bidder is solely responsible for obtaining a full set of available Solicitation Documents.
- 5) DESIGNATED CONTACT:
- For questions pertaining to this Solicitation, please contact Emily Volk at telephone number 702-258-2421, emily.volk@lvvwd.com or the Purchasing Help Desk at (702) 258-3200.
- 6) CONTACT WITH OWNER DURING BIDDING PROCESS:
- Communication between a Bidder and a member of the Board or between a Bidder and a non-designated Owner contact regarding this Solicitation is prohibited from the time the Solicitation is advertised until the time it is posted on an agenda for award of the Contract. Questions pertaining to this Solicitation shall be addressed to the designated contact(s) specified in these General Provisions. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in their Bid being rejected.
- 7) METHOD OF AWARD:
- Award will be made by the Board or its authorized representative, as appropriate, to the lowest responsive and responsible Bidder on a [package by package, line by line, lump sum, etc] basis (for multiple items aggregate award). Bidders must provide a Bid response on all items listed in the Solicitation in order to be considered for award.
- 8) NOTICE OF AWARD:
- Award of this Solicitation will be finalized by the signing of a Contract Documents. Owner may issue purchase orders to place specific orders under the Contract.
- 9) AUTHORIZED REPRESENTATIVE:
- Bidder shall submit with their Bid a completed Statement of Authority to Submit Bid form which shall be signed by an individual with the authority to bind the company in matters relating to the Solicitation.
- 10) BIDDER'S REPRESENTATION:
- By submitting a Bid, Bidders represent that they have read and understand the Solicitation Documents and that the Bid is made in accordance therewith and, if applicable, that they have visited the site and familiarized themselves with the local conditions, laws, and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the Solicitation Documents.
- 11) FEDERAL, STATE, LOCAL LAWS:
- All Bidders will comply with all Federal, Nevada and local laws relative to conducting business in Clark County.
- 12) TAXES:
- Owner 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 (Employer Identification Number 88-6000363). A copy of the tax-exempt letter is available upon request. The price(s) bid must be net, exclusive of these taxes.
- 13) COLLECTION AND PAYMENT OF SALES TAX:
- Any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in

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NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

14) CONFIDENTIAL/PROPRIETARY INFORMATION:

Owner is a governmental entity as defined by state law and, as such, it is subject to the Nevada Public Records Act (Chapter 239 of the Nevada Revised Statutes). Under that law, all of Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidders are advised that once a Bid is received by Owner, its contents will be subject to possible disclosure as a public record, and nothing contained in the Bid will be deemed to be confidential except proprietary information or other information deemed confidential by the Nevada Public Records Act. Bidders shall not include any information in their Bids that is proprietary in nature or that they would not want to be released to the public. Bids must contain sufficient information to be evaluated without reference to any proprietary information.

If a Bidder feels that they cannot submit their Bid without including proprietary information, Bidder must adhere to the following procedure, or the Bid may be recommended for rejection.

Bidder must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the bid number. The envelope must contain a letter from Bidder's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets said definitions. The sealed envelope shall be delivered to: Las Vegas Valley Water District, Attn: Purchasing Division, MS 740, ITB No. [Enter number], 1001 South Valley View Blvd, Las Vegas, NV 89153 prior to the Due Date and Time.

Upon receipt of the separate sealed envelope described herein, Owner will open the envelope only after confirming that the Bidder identified on the envelope has submitted a Bid through the NGEM system and will determine whether the procedure described above has been followed.

In the event that Bidder submits information which is marked "Confidential" or "Proprietary" and does not follow the specified procedures, Owner may disregard the submitted sealed envelope and Bidder's documents will only be deemed confidential or proprietary to the extent that Owner, in its sole discretion, determines that the content is confidential or proprietary based on applicable law.

Any information submitted, pursuant to the above procedure, will be used by Owner only for the purpose of evaluating bids and might never be used at all. Marking Bid contents as confidential does not guarantee that such contents are confidential under applicable law and may still be subject to disclosure by the Nevada Public Records Act or other legal obligations governing the disclosure of the Solicitation Documents. Owner will determine, at its sole discretion, whether any portion of the Bid is confidential under Nevada law; however, if Bidder complies with this Section 14 relating to confidentiality, Owner will only disclose marked documents as required by law and only after notifying Bidder of the need to disclose.

If a lawsuit or other court action is initiated to obtain proprietary information, Bidder who submits the proprietary information according to the above procedure must have its legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed as Bidder's consent to the disclosure of the information by Owner, Bidder's waiver of claims for wrongful disclosure by Owner, and Bidder's covenant not to sue Owner for such disclosure.

Bidder also agrees to fully indemnify Owner if Owner is assessed any fine, judgment, court cost or attorneys fees as a result of a challenge to the designation of information as proprietary.

BIDDERS ARE WARNED THAT OWNER WILL CONSIDER THAT ANY DOCUMENTS SUBMITTED WITH THEIR BID THAT ARE STAMPED "CONFIDENTIAL" OR "PROPRIETARY" THAT DO NOT CONFORM TO THE ABOVE REFERENCED PROCEDURE (I.E., SUBMITTED IN A SEPARATE SEALED ENVELOPE LABELED "PROPRIETARY INFORMATION" TOGETHER WITH A LETTER FROM BIDDER'S LEGAL COUNSEL) WILL BE OPEN TO PUBLIC REVIEW, SUBJECT TO APPLICABLE LAW.

15) ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this Solicitation, Owner's designated contact will issue a written addendum to all Bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or

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change is provided to Bidders in written addendum form. Addenda shall be available via the NGEM System to all prospective Bidders.

16) SUBMISSION OF BIDS:

Bidders are required to use the NGEM System for the purpose of submitting electronic Bids to this Solicitation and must complete all required fields.

Responses to this Solicitation must be submitted electronically no later than the Bid submission deadline. Per the Terms of Use of NGEM, Bids may not be submitted after the submission deadline, and the NGEM server clock will govern.

Bidders shall be wholly responsible for the timely submission of their Bid.

17) ADDITIONAL BIDS:

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

18) QUESTIONS AND ANSWERS

All questions about the meaning or intent of the Solicitation Documents shall be submitted to Owner via the "Questions" tab prior to the question cutoff date and time identified within the NGEM System. Questions submitted after the cutoff date may not be answered. By submitting a Bid, Bidders represent that they have read and understand all the questions and answers contained within the "Questions" tab at the time of the bid submission, that Bidder's Bid is made in accordance therewith, and that Bidder has incorporated the information provided in the "Questions" tab into their Bid. Only issued addenda and answers posted in the "Questions" tab will be binding. Oral and other interpretations or clarifications will be without legal effect.

19) DURATION OF OFFER:

Bids submitted in response to this Solicitation shall be considered firm offers for a minimum of 90-calendar days after the date of Bid submission deadline in order to allow Owner to evaluate and consider award.

20) COLLUSION:

Any evidence of agreement or collusion among Bidders or any third party, acting to restrain freedom of competition by agreement to submit a fixed price or otherwise, will render the Bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder, in advance of the Bid submission deadline, made or permitted by a member of the Board or an employee or representative thereof, will void all Bids received in response to this Solicitation.

21) WITHDRAWAL OF BID:

- a) Prior to submission, E-bids may be modified or withdrawn without prejudice.
- b) Bidders may withdraw a submitted E-bid prior to the scheduled Bid submission deadline via the NGEM system. Bids may be re-submitted prior to the Due Date and Time. Bids may not be withdrawn for a period of 120-calendar days after the date of Bid opening. All responsive and responsible Bids received are considered firm offers for the time period specified above and may be considered for award. Bidder's offer will expire at the time specified above.
- c) If a Bidder intended for award withdraws its bid, that Bidder may be deemed non-responsible for a period of three years.

22) TERMS OF PAYMENT:

Owner's standard payment terms are 2%, 20 calendar days, Net 30. This means 2% will be deducted from the invoiced amount and the remittance will be processed for payment 20 calendar days following whichever is later: receipt of goods and/or services, receipt of correct invoice.

The options for response to the Owner's payment terms are to choose between either 2% 20 calendar days, or Net 30. This selection can be made through the question on the Attribute tab in the NGEM System.

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Discounts offered for prompt payment will be taken into consideration during bid evaluation to determine the lowest offer.

23) LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:

This Solicitation will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the Contract terms and conditions, previous performance, facilities and equipment, availability or repair parts, experience, delivery, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable. Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by Provider during the term of the Contract, but these offers will not be part of the determination for award of this Solicitation unless otherwise specified.

In accordance with NRS 332.065(2), Owner may re-award this Contract if Bidder is found to be in breach of the Contract. Re-awarding the Contract by Owner is not a waiver of any liability of the initial Bidder awarded the Contract.

24) REJECTION OF BID:

Subject to NRS 332, Owner reserves the right to reject any and all Bids received by reason of this Solicitation.

25) DISQUALIFICATION OF BIDDERS:

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

- a) **Failure to provide a completed, signed Statement of Authority to Submit Bid form.**
- b) Evidence of collusion among Bidders.

Owner reserves the right to waive any minor informality or irregularity.

26) FEDERAL FUNDING:

This Contract may be funded in whole or in part by a grant from the Federal government and, if so, a bidder may be considered ineligible for award if the bidder or an affiliate has been debarred or suspended.

27) TIE-BIDS:

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

The procedure for tie-bids is to hold a public drawing and award the entire Contract to the winner of the draw. When a drawing is necessary, the appropriate Purchasing Analyst will contact the Bidders involved and describe the reason for the drawing. The Purchasing Analyst will indicate the time and place of the drawing and invite Bidders to attend but specify that attendance is not mandatory for the drawing. The Purchasing Analyst will ensure that an impartial witness will be present at the drawing.

28) PROTESTS:

Any Bidder may file a notice of protest regarding the award of this Solicitation with Owner, within five business days (which shall be Monday through Friday, except Nevada-recognized holidays, pursuant to NRS 236.015) after receipt of the Notice of Intent to Award. The notice of protest must include a written statement specifically stating the reasons Bidder filing the notice believes the applicable provisions of law were violated. The notice of protest must be accompanied by a bond from a good and solvent surety authorized to do business in the State of Nevada in an amount equal to the lesser of:

Twenty-five percent of the total value of the Bid of Bidder filing the notice of protest; or

Two hundred fifty thousand dollars (\$250,000).

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The notice of protest shall be sent Attn: Purchasing Manager, 1001 South Valley View Blvd., MS 740, Las Vegas Nevada 89107 or emailed to purchasingmanager@lvvwd.com. Should a Bidder choose to email the notice of protest including a scanned copy of the protest bond or cashier's check, the notice of protest containing the original protest bond or cashiers, must be mailed or hand-delivered to the Purchasing Manager within one-day of the email.

A notice of protest filed in accordance with these provisions operates as a stay of action in relation to the awarding of the Contract until a determination is made by Owner on the protest. A Bidder who protests a Notice of Intent to Award may not seek any type of judicial intervention until a determination is made regarding the protest and the Contract awarded. Neither Owner nor any authorized representative of Owner is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not Bidder files notice of protest.

If a protest is upheld, the bond or cashier's check posted with the notice of protest must be returned to Bidder who posted the bond or cashier's check. If the protest is rejected, a claim may be made against the bond or cashier's check by Owner in an amount equal to the expenses incurred by Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to Bidder who posted the bond or cashier's check.

29) DOCUMENT REVIEW:

Bidders may visit the Purchasing Division, during normal business hours, to review any current Solicitation Documents. This information is available for review provided the contents of the document(s) have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this Invitation to Bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 258-3200 to schedule an appointment.

30) ALTERNATE BIDS:

Alternate bids are not acceptable and will be rejected by Owner. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications.

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

31) COST TO PREPARE AND SUBMIT BID:

All costs incurred in the preparation and submission of Bids to this Invitation to Bid shall be the responsibility of Bidder.

32) DEVIATIONS TO THE SOLICITATION DOCUMENTS:

Any deviation taken at the time of or after bid submittal may render the Bid non-responsive. If Bidder is unable to comply with the Solicitation Documents, Bidder MUST list, on a separate sheet of paper, any deviations to the Solicitation Documents and submit it to the Designated Contact at least five (5) business days prior to the scheduled Bid submission deadline. It shall be the sole responsibility of Bidder to ensure that Designated Contact has been properly notified, PRIOR TO THE THE BID SUBMISSION DEADLINE of the Bidder's deviation to the Solicitation Documents. Deviations to the Solicitation Documents received with the response submittal and not approved previously will cause Bid to be rejected.

33) CONSUMPTION ESTIMATES:

The quantities appearing in the Lines tab are approximate only and are prepared for the solicitation of bids. Payment to 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.

GENERAL TERMS AND CONDITIONS**BID NO. 011121****1) SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL CONTRACT DOCUMENTS:**

The Contract Documents comprise the entire Contract between Owner and Provider. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving inconsistencies among two or more components of the Contract Documents, precedence shall be given in the following order:

- Amendments
- Addenda
- Technical Specifications
- Special Conditions
- General Terms and Conditions
- Response Submission
- General Provisions

2) DEFINITIONS:

Defined terms within these General Terms and Conditions shall have the same meaning provided in the General Provisions.

3) INITIAL TERM:

The initial term of this Contract shall be from date of award to one year from date of award.

4) CONTRACT RENEWAL:

Owner reserves the option to renew this Contract for an additional four, one-year period(s) from its expiration date.

5) CONTRACT EXTENSION:

Owner reserves the option, at its sole and absolute discretion, to temporarily extend this Contract for a period of up to 180-calendar days from its expiration date for any reason at the same pricing as of the day of expiration.

6) OPEN-END CONTRACT:

It is understood that Provider shall consider this an open-end Contract for all items offered. In the event Owner requires additional items or replacement items, it is understood that Provider agrees to furnish items as per the terms of this Contract from the date of award through the term of the Contract.

7) AMENDMENTS:

- a) Owner may at any time, by written notice, and without notice to the sureties, if any, modify the product or Technical Specifications or other terms and conditions within the general scope of this Contract.
- b) If any such modification causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not modified, Owner shall make an equitable adjustment in the Contract price, the delivery terms, or both.
- c) Provider must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order.

8) EMPLOYMENT OF UNAUTHORIZED ALIENS:

In accordance with the Immigration Reform and Control Act of 1986, Provider agrees that unauthorized aliens will not be employed in the performance of this Contract.

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Provider shall indemnify, hold harmless, and defend without cost to Owner, its Board of Directors and its officers, agents, and employees ("Owner Parties"), against any and all losses, claims, costs, damages, actions, proceedings, and liability arising out of, resulting from, or in any way incidental to Provider's provision of any goods, services or work under this Contract. This indemnification includes, but is not limited to, claims for or by reason of any death or deaths of, or any physical injury or injuries to, any person or persons or damage to real or personal property of any kind whatsoever, whether the person(s) or property of Provider, its agents, or subcontractors, or of third parties; harassment or discrimination or any theory of joint or dual employment by Provider's employees, agents, subcontractors, arising out of the Services or Work under this Agreement; negligence, whether active, passive or contributory, of Owner Parties. Owner Parties may assume, at their sole option, control of the defense, appeal, or settlement of any third-party claim for which Provider has indemnified Owner Parties by giving written notice of the assumption to Provider. Owner Parties may not settle or compromise any claim or consent to the entry of any judgment regarding claims for which Provider has indemnified Owner Parties without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. The indemnification provided by Provider to Owner Parties applies to all insurance policies of Provider, whether primary, excess or umbrella coverage is provided to Provider.

10) AUDITS:

The performance of Contract by Provider is subject to review by Owner to ensure Contract compliance. Provider agrees to provide Owner any and all information requested that relates to the performance of Contract. All requests for information will be in writing to Provider. 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.

11) USE BY OTHER GOVERNMENTAL ENTITIES:

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by Provider. The local government that originally awarded the contract is not liable for the obligations of the local government which uses the contract.

12) DISCRIMINATION:

Provider and their subcontractors shall not discriminate against employees or applicants based on race, color, religion, gender identity or expression, ethnicity, disability, age, sex, sexual orientation, national origin, or any other protected status. Provider and their subcontractors shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights commission setting forth these provisions.

Provider and their subcontractors further agree that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein.

Provider and their subcontractors will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.

Failure to comply with the above-mentioned provisions may be cause for Owner to declare Provider in breach of the contract, terminate the contract, and designate Provider as non-responsible.

13) ASSIGNMENT OF CONTRACTUAL RIGHTS:

Provider will not assign, transfer, convey or otherwise dispose of the Contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties. If Provider assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.

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Owner reserves the right to terminate the Contract in whole or part at any time whenever Owner shall determine that such a termination is in the best interest of Owner without penalty or recourse upon 30-calendar day's written notice of intent to terminate. In the event that Owner elects to terminate the Contract, the termination request will be submitted to the Board, or its designee for approval.

15) STATE OF NEVADA LEGAL HOLIDAYS:

There are ten legal holidays: Martin Luther King's Birthday, President's Day (Washington's Birthday observed), Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas, and New Year's Day.

16) NOTICES:

Any and all notices, demands or requests required or appropriate during the performance of this Contract shall be given in writing and signed by a person with authorization to bind Provider or Owner, either by personal delivery, via facsimile, via a scanned document sent via email, or by registered or certified mail, return receipt requested. Notices sent to Owner shall be addressed to the following address and email:

Las Vegas Valley Water District
Attention: Purchasing Manager
1001 South Valley View Blvd
Las Vegas, NV 89153
Email: purchasingmanager@lvvwd.com

With copy to:

Las Vegas Valley Water District
Attn: General Counsel
1001 South Valley View Boulevard, MS 480
Las Vegas, Nevada 89153
Email: generalcounsel@lvvwd.com

Then Owner shall send any required or appropriate Notices to Provider to the contact listed on Provider's Bid submittal.

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the facsimile or email transmission.

The Parties may designate a new contact person under this provision for notices or invoices or change the address, or email address identified above by notifying the other Party in writing.

17) GOVERNING LAW AND VENUE:

The Contract Documents shall be governed and interpreted in accordance with the laws of the State of Nevada. Provider hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada, and that venue of any action brought hereunder shall be in Clark County, Nevada.

18) SEVERABILITY:

Any provision or portion of this Contract prohibited as unlawful or unenforceable under any application law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Contract. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract may be deemed to be a valid and binding Contract enforceable in accordance with its terms.

19) ATTORNEY'S FEES:

Except as otherwise set forth in this Contract, the Parties shall bear their own attorneys' fees and costs incurred in resolving the claims, as well as on the preparation of this Contract. In the event that any Party commences an action to enforce or interpret this Contract, or for any other remedy based on or arising from this Contract, the prevailing party therein shall be entitled to recover its

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reasonable and necessary attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing party" shall be that party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

20) THIRD-PARTY BENEFITS:

This Contract is not intended by the Parties to create any right in or benefit to parties other than Owner and Provider. This Contract does not create any third-party beneficiary rights or causes of action.

21) INSURANCE:

Insurance Section

a) General Requirements

- i) Provider shall not commence Work under this Contract until it has obtained all insurance required under this Section with insurance companies reasonably acceptable to Owner, nor shall Provider allow any subcontractor to commence work under this Contract until all similar insurance required of subcontractor has been so obtained.
- ii) Owner shall be named as an additional insured, under Provider's commercial general liability, automobile liability, and excess and/or umbrella liability policies. In the event of a loss arising out of or related to the performance of any work pursuant to this Contract by Provider or its subcontractor(s) hereunder, all insurance required under this Section shall be primary (pay first) with respect to any other insurance which may be available to Owner, regardless of how the "other insurance" provisions may read. Provider agrees to waive its rights of subrogation against Owner as well as evidencing evidence by endorsement that their insurers also waive their rights to recover. The additional insured and waiver of subrogation shall read for blanket coverage of additional insured endorsement underwritten contracts or agreements as follows:

Owner, its members and affiliated companies, successors, or assigns, including their directors, officers, and employees individually and collectively, when acting in the scope of their employment. Also, all Owner(s) of the property where the Work will be performed.
- iii) Owner shall be named as an additional insured under the Subcontractor's policy. Any deviation from the required insurance requirements will need to be approved by Owner in writing. Nothing contained in this insurance section is to be construed as limiting the extent of Provider's or subcontractor's liability for claims arising out of this Contract.

Provider and subcontractor shall be responsible for insuring all of its own personal property, tools and equipment.
- iv) If Provider fails to procure and maintain insurance set forth herein, in addition to other rights or remedies, Owner shall have the right, if Owner so chooses, to procure and maintain the said insurance. To meet the insurance requirements specific to this Contract and the work specified in Contract Documents and in the name of Provider with Owner as an additional named insured and Provider shall pay the cost thereof and shall furnish all necessary information to make effective for maintenance of such insurance. In the event Provider fails to pay the cost, Owner hereby has the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- v) With respect to all insurance required of Provider under this section, the deductible shall not exceed \$50,000 without the prior approval of the Risk Manager of Owner.

b) Evidence of Insurance

- i) Provider's insurance shall be written with a property and casualty insurance company with an AM Best Financial Strength Rating of A- or higher and an AM Best Financial Size Category of Class VIII or higher.

GENERAL CONDITIONS
BID NO. 011121

SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

- ii) Within 10 working days after the Contract has been executed, Provider shall deliver to Owner a certificate of insurance documenting the required insurance coverage. Provider agrees upon request of Owner to provide a copy of all policies required hereunder.
 - iii) Renewal certificates shall be provided to Owner not later than 15 days prior to the expiration of policy coverage.
 - iv) All insurance policies shall require the insurer to provide a minimum of sixty (60) calendar days' notice to Owner for any material change in coverage, cancellation, or non-renewal, except for non-payment of premium which shall provide thirty (30) days' notice.
- c) Insurance Coverages
- i) Commercial General Liability Insurance
 Provider shall maintain commercial general liability insurance, contractual liability, protective liability from independent contractors, property damage liability, bodily injury liability, and personal injury liability with limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
 - ii) Business Automobile Insurance
 Provider shall maintain business auto insurance for any owned, non-owned, hired, or rented vehicle with a limit of \$1,000,000 combined single limit for bodily injury and property damage liability. The limit may be satisfied by a combination of primary and excess/umbrella insurance.
 - iii) Workers Compensation & Employers Liability Insurance
 Provider shall maintain statutory workers compensation insurance in accordance with the laws of the state where such compensation is payable. In addition, the insurance Provider maintains shall comply with Nevada Industrial Insurance Act, NRS Chapters 616 and 617, for all of its employees working on the Project as described in this Contract.

 Provider shall maintain employers' liability insurance with limits of \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Provider shall maintain insurance for benefits payable under the U.S. Longshore and Harbor Workers Act and the Jones Act, for exposures that may exist.

 In the event Provider is permissibly self-insured for workers' compensation insurance in the State of Nevada, Provider shall deliver to Owner a copy of the Certificate of Consent to self-insure issued by the State of Nevada.
 - iv) Pollution Liability Insurance
 Provider shall maintain pollution liability insurance in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
- d) Insurance Submittal
- Provider shall submit all required insurance documentation not later than 15-calendar days after Notice of Award to:
- Las Vegas Valley Water District
 Attn: Risk Management
 1001 South Valley View Blvd. M/S 380
 Las Vegas, NV 89153

22) FISCAL FUNDING OUT:

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this Contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this Contract shall be terminated when appropriated funds expire.

GENERAL CONDITIONS
BID NO. 011121
SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

23) FORCE MAJEURE:

- a) A Force Majeure Event is defined as an act beyond the affected party's reasonable control, including: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, with a direct impact on this Contract; (d) if site access is necessary to perform the Work under this Contract, site restrictions for elevated security risks; and (e) industry-wide strikes with a direct impact on this Contract. Provider's economic hardship and changes in market conditions are not considered Force Majeure Events.
- b) Both Owner and Provider have evaluated the effects of COVID-19 on this Contract. Owner and Provider expressly agree that COVID-19 and what is known about COVID-19 as of the execution of this Contract are not considered Force Majeure Events.
- c) Where Provider is prevented from completing any part of the Work under the Contract due to a Force Majeure Event, Owner and Provider shall agree to an extension of time in an amount equal to the time lost due to such delay, the agreed extension shall be Provider's sole and exclusive remedy for such delay, and Provider shall not be entitled to an increase in the sums due under Contract. Provider shall provide a revised schedule for performance in accordance with Paragraph 7.
- d) The Party suffering a Force Majeure Event shall give notice within 5 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

24) DELIVERY REQUIREMENTS:

- a) Notice of Delivery: Owner shall be given one (1) working day(s) notice prior to delivery. Notify the parts division, telephone number (702) 258-3144 for LVVWD deliveries and (702) 567-2056 for SNWS deliveries.
- b) Location and Hours:

<u>LVVWD</u> 1001 S. Valley View Boulevard, (Use Alta Drive Gate, Las Vegas, NV 89107 Hours: 7:30 am to 3:30 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tank: 20,000 gallons	<u>SNWS</u> 243 Lakeshore Road, Boulder City, NV 89005 Hours: 7:30 am to 3:00 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tanks: 4,000 gallons each, at pump island 2 Tanks: 1,000 gallons each, for generators. One tank is underground and in use, and the other is a belly tank not currently in use.
<u>SNWA RANCH PROPERTY- WAHOO RANCH</u> Wahoo Ranch - 93 North to approx. 45 miles south of Ely to Shoshone Road (SR 894) East 6.5 miles Hours: 7:00 am to 4:00 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tank: 10,000 gallons	<u>SNWA RANCH PROPERTY – MEADOW CREEK RANCH</u> Meadow Creek Ranch — 93 North to the 6 and make a Right. Make a Left to SR 893 and head approximately 35 miles north. Hours: 7:00 am to 4:00 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tank: 1,800 gallons
<u>MONTESSOURI SATELLITE FACILITY</u> 7115 Montessori Street, Las Vegas NV 89113 Hours: 7:00 am to 4:00 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tank: 6,000 gallons	<u>TROPICAL SATELLITE FACILITY</u> 8027 Tropical Parkway, Las Vegas, NV 89149 Hours: 7:00 am to 3:30 pm, or as scheduled (excluding State of Nevada Holidays) 1 Tank: 8,000 gallons

- c) Maximum Delivery Time: Maximum delivery time is one (1) -calendar day. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial

GENERAL CONDITIONS
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deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

- d) F.O.B. Destination – Freight Pre-Paid & Allowed: Provider shall pay freight charges. Provider shall file all claims and bears all responsibility for the products from the point of origin to Owner's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.
- e) Partial Shipments: Partial shipments will permitted.
- f) Failure to Deliver: In the event that Provider fails to deliver the product in accordance with the terms and conditions of the Contract, Owner shall have the option to either terminate the Contract or temporarily procure the product from another supplier. If the product is procured from another supplier, Provider shall pay to Owner any difference between the bid price and the price paid to the other supplier.
- g) Noncompliant Fuel: Provider shall replace, at no cost to Owner and within 24 hours after notice, any fuel that does not meet specifications. This shall include removal and replacement of any noncompliant fuel, including any and all associated costs for the exchange. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, Provider shall pay Owner any difference between the bid price and the price paid to the other supplier.
- h) Submittal of Usage Reports: Provider shall submit a monthly usage report thirty (30) -calendar days after the end of the specified period. The report shall list all items purchased by Owner for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

25) PURCHASE ORDERS:

The Purchasing Division may issue a purchase order(s) which will authorize Provider to deliver and invoice for the product(s) offered.

26) INVOICING:

Invoices for bid items shall be sent to the location as identified in the purchase order(s). Payment of invoices will be made within 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.

Provider is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered in the Bid. If overcharges are found, Owner may declare Provider in breach of the contract, terminate the contract, and designate Provider as non-responsible for a period of three years.

Provider shall put the applicable purchase order or Contract number on all invoices.

27) INVOICE AUDITS:

Provider shall provide to Owner, within 14-calendar days of Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered in Provider's Bid. The format of the report will depend on the pricing structure provided in the Bid. The report shall be subject to review and approval by Owner's using department(s) and Finance Department. Discrepancies found in the report will require Provider to update the report no later than 7-calendar days after notification by Owner. In the event that Provider undercharged Owner, Owner shall reimburse Provider within 14-calendar days. In the event that Provider overcharged Owner, Provider shall reimburse Owner within 14-calendar days. If overcharges are found, Owner may declare Provider in breach of the contract, terminate the contract, and designate Provider as non-responsible when responding to future invitations to bid.

28) PARTIAL PAYMENTS:

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

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SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL29) WARRANTY:

Provider shall guarantee the product meets all specifications when delivered and final inspection is satisfactory to Owner's personnel. If during the incoming inspection period, any deficiency in the product's chemical composition is discovered, Provider shall immediately, upon notification by Owner, proceed at its own expense to replace product. See Special Conditions Section 4, Laboratory Test and Analysis for more information on product acceptability.

30) COMPANIES THAT BOYCOTT ISRAEL:

Provider certifies that it is not engaged in and agrees for the duration of the Contract and any renewal terms, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

31) SURVIVAL:

Subject to the limitations and other provisions of this Contract, the obligations contained in (a) Paragraph entitled Audits of this Contract will survive the expiration or earlier termination of this Contract for a period of 12 months after such expiration or termination, and (b) Paragraphs entitled Indemnity, Governing Law and Venue, and Attorney's Fees of this Contract, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Contract indefinitely.

32) PRICE ADJUSTMENT REQUESTS: Intentionally Left Blank33) PROVIDER'S STOCK:

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

34) AGREEMENT:

The attached sample AGREEMENT will be entered into between the successful Bidder and Owner within 10 business days of Notice of Award of bid for purchases of services.

SPECIAL CONDITIONS**BID NO. 011121****SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL****1. BACKGROUND AND DEFINITIONS**

- a) Diesel #1 is Ultra- low sulfur diesel (ULSD) per ASTM 975.
- b) Diesel #2 is general purpose, being able to sustain heavy loads and providing better fuel economy. No. 2-D (when following ASTM 975) is specified by diesel automakers for normal driving conditions. Ultra-low sulfur diesel (ULSD) clear No. 2 fuel must comply with ASTM D975 (Standard Specification for Diesel Oil Fuels) and other applicable quality standard.
- c) Biodiesel (B99) is an alternative fuel that can be made from vegetable oil, (e.g. soybean plants, rapeseed plants, other virgin oilseed plants), animal fats, algae, yellow grease, or other similar products that meet the Owner's technical specifications. Biodiesel fuel can run any diesel engine. Biodiesel Blend is biodiesel (B99) blended with petroleum diesel. B20 and B5 are the designations for the biodiesel blend required by this bid; the B20 will consist of 20% biodiesel (B99) blended with 80% ULSD #2. B5 will consist of 5% biodiesel (B99) blended with 95% ULSD #2. **All ULSD #2 furnished by the successful Bidder shall be dyed red to indicate that it is exempt from Federal excise taxes. B100 must be injected into B20 or B5 blends at the rack. Splash blending is not acceptable.** Splash blending is not acceptable.

2. PRICING METHODOLOGY FOR THE BID FORM AND COMPARISON FOR AWARD

The Contract price for each delivery of biodiesel blend is composed of multiple elements: a price per gallon for pure biodiesel (B100), a price per gallon of ULSD #2, a delivery charge per gallon, all required taxes and fees, and small order delivery surcharges and distance delivery charges, as applicable. It is most likely that the delivered product will be either B20, composed of 80% ULSD #2 and 20% biodiesel (B99), or B5, composed of 95% ULSD #2 and 5% biodiesel (B99), though ***users of this bid may mix B99 and ULSD #2 together in any ratio, including 100% ULSD #2 or 100% B99, as long as any blend selected would comply with the technical specifications. Pricing will be calculated according to the percentage of products used in each blended gallon.***

The gross low rack posting from the OPIS daily 10:00 a.m. (Eastern Time) contract rack posting for the Las Vegas market for ULSD #2 will be used to calculate the successful bidder's invoice price for both the B99 and diesel fuel portions of all biodiesel blend purchased.

An assumed gross low rack posting from the OPIS daily 10:00 a.m. (Eastern Time) contract rack posting for the Las Vegas market for the price per gallon of ULSD #2 has been entered on the Bid Form, along with a similar assumed figure for B99. The competition for this bid is based on entries for: 1) the margin price per gallon of ultra-low sulfur diesel #2, 2) the margin price per gallon for B99, and 3) the delivery charges and surcharges per gallon, as applicable, for load size and one-way distance traveled.

3. TEMPERATURE ADJUSTMENT

Product shall be delivered temperature-adjusted, according to applicable industry and/or regulatory standards.

4. LABORATORY TESTS AND ANALYSIS

Independent laboratory tests and analysis may be required by the Owner for the product furnished in accordance with this bid. The product sample(s), taken at the time of delivery, will be sent to a laboratory of the Owner's choice for test and analysis. The successful bidder shall send the sample to the laboratory and be responsible for the preliminary payment of the analysis. If the analysis confirms that the product complies with the specifications, the Owner pays for the

SPECIAL CONDITIONS
BID NO. 011121
SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

tests. If the results of such test and analysis reveal that the samples submitted do not meet the stated specifications, the successful Bidder shall bear the cost of such test analysis and replace all sub-standard biodiesel blend delivered. The results of the test shall be furnished to the Owner within ten working days from the day the sample was taken. Delivery of fuel that fails to meet specifications may result in termination of the Contract by the Owner.

5. **PIPELINE SPECIFICATION REPORT**

A copy of the Pipeline Specification Report for ULSD #1 and #2 shall be submitted with the bid. The report must be representative of the actual fuel that will be delivered for this Contract.

6. **BIODIESEL QUALITY REQUIREMENTS**

Biodiesel must comply with ASTM D6751-20a and the other quality standards listed in this bid for B99 blend stock for distillate fuels. B5 supplied must comply with ASTM D975-20a and B6 through B20 blends must comply with ASTM D7467-20a. As all of these standards are revised, bidders will be required to meet the latest ASTM standards. BQ-9000 certification is preferred, but not required, for the members of the Biodiesel Users Group who are using the current contract or the one that will be awarded pursuant to this bid.

Biodiesel must (1) meet or exceed all Original Equipment Manufacturers' (OEM's) diesel engine fuel specifications, (2) be an acceptable fuel for use in all diesel engines and not compromise the manufacturer's engine warranty, and (3) be an approved alternative fuel by Federal regulations and an approved alternative fuel for the State of Nevada.

Biodiesel must have necessary stabilizer/dispersant with moisture control/detergent that biodiesel blends require in summer use. Clarifiers and biocides shall be included as needed to maintain fuel quality.

Unless specified by this bid, other additional additives must be approved and authorized by the owner prior to delivery.

Owner or joinder users of this bid may elect to require the successful Bidder to provide a sample in a clear container for each compartment upon arrival at the dump station. Approval of the sample, based upon clarity of the product, is required before unloading begins.

7. **NATIONAL BIODIESEL BOARD-MEMBER FUEL PRODUCERS/MARKETERS**

The National Biodiesel Board lists fuel producers/marketers on its website: (www.biodiesel.org.)

8. **DELIVERY SURCHARGES BY DISTANCE**

Fuel deliveries within 35 miles of the supplier's address entered in Item 4 qualify for the base freight rate per gallon indicated in Item 4A. Additional charges beyond this base rate may be entered for Items 4B, 4C, and 4D. Any deliveries to any locations that are less than 4,000 gallons qualify for the delivery surcharges listed in Items 3A through 3D.

The Metro Area is defined by the area and/or locations that have Las Vegas, North Las Vegas, Henderson or Boulder City addresses.

For example, if a delivery of 5,000 gallons is required in the Metro Area that is 45 miles from the supplier's departure point, the charges in Item 4A cover the first 35 miles, and the charges in Item 4B apply for the incremental 10 miles: 45-35=10. For incremental charges for locations outside of the Metro Areas but still in Clark County (e.g. Jean, Lee Canyon, Mount Charleston, etc.) the per-gallon charge for one-way mileage is entered in Item 4C. For incremental charges for locations outside of Clark County (e.g. the Wahoo Ranch in White Pine County), the per-gallon charge for one-way mileage is entered in Item 4D.

SPECIAL CONDITIONS
BID NO. 011121
SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL9. **WINTER OPERABILITY AND WINTERIZATION**

The cold filter plug point (CFPP) of the blended biodiesel products shall be as follows: For B5: at least 5 Degrees Fahrenheit or below for B20: at least 10 Degrees Fahrenheit or below

The Bid Form provides for an entry of the applicable associated cost per gallon of delivered product for winterization of the biodiesel blend and #2 diesel fuel. For the purposes of this section, winter is defined as the period from November 1st to March 31st of any Contract term.

10. **SECURITY PROCEDURES**

The vendor shall notify the Owner at (702) 258-3144 for LVVWD deliveries. For SNWS deliveries, notify the Owner at (702) 567-2056 before the truck departs the terminal and supply the name of the driver and the estimated time of arrival. This will allow our receiving personnel to match the driver with the photo identification upon arrival at the facility.

All cargo tanks will be sealed with a security tag after the delivery truck has been loaded and is ready for shipment. The tag serial number, along with the tanker number, will be faxed to the Owner at (702) 258- 7179 for LVVWD deliveries. The fax number for SNWS deliveries is (702) 564-4192. The manifest will contain all of the same information previously supplied to the Owner, including serial number, tanker number, driver identification, etc.

11. **DELIVERY AND INVOICE PRICING INFORMATION**

By 4:00 p.m. of the Successful Bidder's following business day upon which one or more deliveries of biodiesel blend or #2 diesel occurs, the successful bidder must supply pricing information for the product to include pricing for ULSD #2, pure biodiesel (B100), and all applicable taxes, fees, and delivery charges. This information may be supplied by fax or email.

12. **GOVERNMENT FUEL TAXES AND FEES**

The owner is responsible for applicable fuel taxes and fees imposed by federal, state or local governments either prior to or during the term of the bid. Presently, the District pays the following fees per gallon for red dyed #2 diesel fuel: Federal Spill Fee, \$0.00214, LUST Fee, \$0.001; and Nevada Petroleum Cleanup Fee, \$0.0075.

TECHNICAL SPECIFICATIONS**BID NO. 011121****SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL**

INTENT It is the intent of these specifications to provide #1 Diesel, #2 Diesel and B99 Biodiesel that will conform to the specifications, and be suitable for continuous use by Owner. The fuel offered shall be new, unused, the fuel offered shall conform to the specifications provided below.

The successful bidder shall comply with all Federal and State of Nevada Emission Control Regulations, and Safety Standards in effect at the time of delivery to Owner.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

All bidders are required to fill out the chart indicating the specifications/limits for the Biodiesel (B99) product that they will be offering. **In addition, all bidders are required to include with their bid a Certificate of Analysis for the Biodiesel (B99) product that they will be offering.**

1. SPECIFICATONS/LIMITS**ULTRA-LOW-SULFUR DIESEL #1****FACTORS/COMPOSITION**

GRAVITY, API@45 degrees F, 45

VISCOSITY, Kinematic cST @ 100 degrees EF (40EC), 1.0 to 4.1

FLASH POINT, 52 degrees C / 125 degrees F (ASTM D56)

SULFUR CONTENT, 15 PPM (MAX) (ASTM D7212)

CETANE NUMBER, Index 40 or max Aromatics of 35% (ASTM D4737)

DISTILLATION, Maximum 550.4 degrees F, up to 3% volume (ASTM D86)

Temperature, EF (EC)

2. SPECIFICATONS/LIMITS**ULTRA-LOW-SULFUR DIESEL #2****FACTORS/COMPOSITION**

GRAVITY, API@60 degrees F, 30

VISCOSITY, Kinematic cST @ 100 degrees EF (40EC), 1.0 to 4.1

FLASH POINT, Min EF (40EC), 125(52)

SULFUR CONTENT, PPMW Max 15

CETANE NUMBER, Min. 40

CLOUD POINT, 10 EF (6EC) below the lowest expected fuel temperature to prevent clogging of fuel filters by crystals

ULTRA-LOW-SULFUR DIESEL #2 - CONTINUED**FACTORS/COMPOSITION**

TECHNICAL SPECIFICATIONS

BID NO. 011121

SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

WATER AND SEDIMENT, % Max.,

0.05ACCELERATED STABILITY TOTAL

INSOLUBLES, mg/100ml, Max. 1.5

CARBON RESIDUE on 10%, Max. 0.35

ASH, weight %, Max. 0.01

DISTILLATION

Temperature, EF (EC)

IBP, Typical #, 375 (191)

10% Typical #, 430 (221)

50% Typical #, 510 (256)

90% +, 625 (329) Max.

End # 675 (357) Max.

3. SPECIFICATIONS/LIMITS

BIODIESEL (B100) FACTORS/COMPOSITION

FACTORS/COMPOSITION

FLASH POINT: 100.0 degrees C

WATER & SEDIMENT: 0.010 max, % vol

KINEMATIC VISCOSITY, 40 C: 1.9 – 6.0, mm x
mm/sec

SULFATED ASH: 0.020 max, % mass

SULFUR: 0.05 max, %mass

COPPER STRIP CORROSION: No. 3 max

CETANE: 40 min

CLOUD POINT: report to customer, degrees C

CARBON RESIDUE

ACID NUMBER: 0.35 max, mg KOH/gm

TOTAL GLYCERIN: 0.180 max, % mass

DISTILLATION IPB 5% - 95%

ADDITIVES

TECHNICAL SPECIFICATIONS
BID NO. 011121
SUPPLY CONTRACT FOR #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL
AGREEMENT
ITB NO. 011121

SUPPLY CONTRACT #1 DIESEL, #2 DIESEL AND B99 BIODIESEL FUEL

THIS AGREEMENT, made and entered into, by and between the Las Vegas Valley Water District (Owner) and [Enter Legal Name of Provider] (Provider).

The Parties do mutually agree as follows:

- a) Owner agrees to purchase, and Provider agrees to provide the specified products, supplies, services, or materials, as well as necessary equipment and labor, to properly perform and complete the contractual obligations in strict accordance with the Contract Documents and throughout the term of the Agreement.
- b) Provider certifies that Provider has read and understands every provision contained in the Contract Documents. Provider shall be bound and shall comply with each term, condition, and covenant set forth in the Contract Documents.
- c) For providing or performing all products, supplies, services, or materials, as well as necessary equipment and labor to properly form and complete the contractual obligations, Owner will pay the Contract Price, in the manner and upon the conditions set forth in the Contract Documents.
- d) Contract Documents which comprise the entire agreement between Owner and Provider for the performance of Work consist of the following (as applicable):

Agreement
Notice of Intent to Award
Amendments
Addenda
Contract General Provisions
Contract General Terms and Conditions
Contract Special Conditions
Contract Technical Specifications
Supplier Response

IN WITNESS WHEREOF, Provider has caused this agreement to be executed the day and year of last signature entered below.

[ENTER LEGAL NAME OF PROVIDER]

LAS VEGAS VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: John Entsminger

Title: _____

Title: General Manager



011121 Addendum 1 Pilot Thomas Logistics Supplier Response

Event Information

Number: 011121 Addendum 1
Title: Supply Contract for #1 Diesel, #2 Diesel and B99 Biodiesel Fuel
Type: Invitation for Bid
Issue Date: 9/7/2023
Deadline: 10/10/2023 10:00 AM (PT)
Notes: Las Vegas Valley Water District invites qualified firms or individuals (Bidders) to submit Bids for #1 Diesel, #2 Diesel and B99 Biodiesel Fuel.

An in person Pre-Bid Conference will be held on September 18, 2023 at 10:00 am PST at the following location:

Las Vegas Valley Water District
1001 S. Valley View Blvd
Mead 3 Conference Room
Las Vegas, Nevada, 89153

Contact Information

Contact: Emily Volk
Address: Purchasing
1001 Valley View Blvd
Las Vegas, NV 89107
Phone: (702) 258-2421
Email: emily.volk@lvvwd.com

Pilot Thomas Logistics Information

Contact: Christina Vargas
 Address: 4825 North Sloan lane
 Las Vegas, NV 89115
 Phone: (702) 382-1620
 Email: christina.vargas@pilotthomas.com
 Web Address: www.pilotthomas.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Ted Dunlap

Signature

Submitted at 10/10/2023 09:22:48 AM (PT)

ted.dunlap@pilotthomas.com

Email

Requested Attachments**Bidders Statement of Authority to Submit Bid**

Statement_of_Authority_to_Submit_Response DR.pdf

Disclosure of Ownership Form

No response

Pipeline Specification Report

Kinder Morgan SFPP-CalNev
ULSD specifications.pdf

A copy of the Pipeline Specification Report for ULSD #1 and #2 shall be submitted with the bid. Per Special Conditions, Section 5.

Certificate of Analysis

b99 C1531 T700 B99.9.xlsx

Under Technical Specifications, paragraph 4, All bidders are required to fill out the chart indicating the specifications/limits for the Biodiesel (B99) product that they will be offering. In addition, all bidders are required to include with their bid a Certificate of Analysis for the Biodiesel (B99) product that they will be offering.

Bid Attributes

1	Payment Terms Select your payment terms, see General Provision 22 for more information. <input type="text" value="I submit alternate terms of Net 30"/>
2	Bidder's Contact Information Provide the name, phone number, and email address of the primary contact representative associated with this effort. Secondary contact information is optional. <input type="text" value="Ted Dunlap, 480 868 9598, ted.dunlap@pilotthomas.com-----"/>
3	NGEM Questions and Answers By submitting a bid, Bidders represent that they have read and understand all the questions and answers contained within the "Questions" tab at the time of the Bid submission and prior to the close date and time of the Bid, that Bidder's bid is made in accordance therewith, and that Bidder has incorporated the information provided in the "Questions" tab into their bid submission <input checked="" type="checkbox"/> I agree to the said requirements

4 Addendum No. 1 Acknowledgement

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of Addendum No. 1.

☒ Yes

Bid Lines

1 ULTRA-LOW-SULFUR DIESEL #1 (Enter Assumed OPIS Price of \$5.00 plus Bidder's margin price) Example: Enter \$5.55 if Bidder's margin is \$0.55 (\$5.00 + \$0.55)

Quantity: 20000 UOM: Gallons Price: \$5.25 Total: \$105,000.00

Item Notes: The assumed OPIS price of \$5.00 excludes applicable taxes. Applicable taxes should NOT be applied to the Bidder's margin price

2 ULTRA-LOW-SULFUR DIESEL #2 (Enter Assumed OPIS Price of \$5.00 plus Bidder's margin price) Example: Enter \$5.55 if Bidder's margin is \$0.55 (\$5.00 + \$0.55)

Quantity: 400000 UOM: Gallons Price: \$4.9375 Total: \$1,975,000.00

Item Notes: The assumed OPIS price of \$5.00 excludes applicable taxes. Applicable taxes should NOT be applied to the Bidder's margin price

3 BIODIESEL (B99) (Enter Assumed OPIS Price of \$5.00 plus Bidder's margin price) Example: Enter \$5.55 if Bidder's margin is \$0.55 (\$5.00 + \$0.55)

Quantity: 90000 UOM: Gallons Price: \$4.98 Total: \$448,200.00

Item Notes: The assumed OPIS price of \$5.00 excludes applicable taxes. Applicable taxes should NOT be applied to the Bidder's margin price

4 SMALL DELIVERY SUR-CHARGE, 500 GALLONS OR LESS

Quantity: 3000 UOM: Gallon Price: \$0.1775 Total: \$532.50

5 SMALL DELIVERY SUR-CHARGE, 501 TO 1,000 GALLONS

Quantity: 10000 UOM: Gallon Price: \$0.0875 Total: \$875.00

6 SMALL DELIVERY SUR-CHARGE, 1,001 TO 2,000 GALLONS

Quantity: 30000 UOM: Gallon Price: \$0.0341 Total: \$1,023.00

7 SMALL DELIVERY SUR-CHARGE, 2,001 TO 4,000 GALLONS

Quantity: 80000 UOM: Gallon Price: \$0.03 Total: \$2,400.00

8 PER GALLON BASE RATE FOR ALL DELIVERIES OF UP TO 35 MILES

Quantity: 370000 UOM: Gallon Price: \$0.03 Total: \$11,100.00

Item Notes: ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B99) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM THE SUPPLIER'S DEPARTURE POINT.

9	PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN LINE NO. 8 FOR DELIVERIES BEYOND 35 MILES IN THE LAS VEGAS METROPOLITAN AREA. Quantity: <u>35000</u> UOM: <u>Gallon</u> Delivery Surcharge per Price: <u>\$0.0045</u> Total: <u>\$157.50</u> Item Notes: ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B99) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM SUPPLIER'S DEPARTURE POINT.
10	PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN LINE ITEM NO. 8 ABOVE FOR DELIVERIES OUTSIDE THE LAS VEGAS METROPOLITAN AREA BUT WITHIN CLARK COUNTY, E.G., LEE CANYON, LAUGHLIN, JEAN Quantity: <u>15000</u> UOM: <u>Gallon</u> Delivery Surcharge per Price: <u>\$0.023</u> Total: <u>\$345.00</u> Item Notes: ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B99) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM SUPPLIER'S DEPARTURE POINT.
11	PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE OF ITEM NO. 8 ABOVE FOR DELIVERIES OUTSIDE OF CLARK COUNTY, E.G., DISTRICT RANCH SITES IN WHITE PINE COUNTY Quantity: <u>90000</u> UOM: <u>Gallon</u> Delivery Surcharge per Price: <u>\$0.084</u> Total: <u>\$7,560.00</u> Item Notes: ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B99) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM SUPPLIER'S DEPARTURE POINT.
12	Winterization Surcharge (surcharge amount only) Quantity: <u>15000</u> UOM: <u>Surcharge per Gallon</u> Price: <u>\$0.01</u> Total: <u>\$150.00</u> Item Notes:
13	Estimated Taxes and Fees

Response Total: \$2,552,343.00