

**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 Pencco. Inc. (the "Company"), a corporation organized and existing under the laws of the State of Texas.

**RECITALS**

WHEREAS, the Company and Clark County Water Reclamation District (the Originating Government Entity) have entered into that Contract dated April 1, 2024 (Bid #240013 for Wastewater Treatment Chemicals), which provides for six (6) Lots of chemicals used in treating wastewater (the "Company Contract"); with Pencco, Inc. (the "Company") being awarded Lot #3 – Ferric Chloride 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 or Cooperative Purchasing Organization; 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 (three (3) pages), attached hereto and made a part hereof, and Exhibit "B" (eighty-two (82) pages), 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 or Cooperative Purchasing Organization. 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 \$4,450,000.00 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 September 1, 2024 through and including August 31, 2025 and includes four (4) 1-year extensions. 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 or Cooperative Purchasing Organization. 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 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 Sarah Duffy, [sarah@pencoco.com](mailto:sarah@pencoco.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](mailto:purchasing@lasvegasnevada.gov)

FOR THE COMPANY:              Sarah Duffy  
Pencco, Inc.  
Po box 600  
San Felipe, TX 77473  
[sarah@pencco.com](mailto:sarah@pencco.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.

#### 16. Location and Hours

All deliveries shall be made to the City of Las Vegas Waste Water Treatment Plant at 6005 E. Vegas Valley Dr., Las Vegas, NV 89142, Monday through Friday (excluding City holidays), between the hours of 6:00 AM – 3:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon in advance by City's authorized personnel.

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

**CITY OF LAS VEGAS**

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
LuAnn D. Holmes, MMC Date  
City Clerk

**APPROVED AS TO FORM:**

DocuSigned by:  
James B. Lewis 9/4/2024 | 10:56 AM PDT  
\_\_\_\_\_  
Deputy City Attorney Date

James B. Lewis  
\_\_\_\_\_  
Printed Name

**PENCCO, INC.**

DocuSigned by:  
Sarah Duffy 9/4/2024 | 11:12 AM  
\_\_\_\_\_  
Signature Date  
B2C287450DA2486...

Sarah Duffy  
\_\_\_\_\_  
Printed Name

Bid Sec  
\_\_\_\_\_  
Title

## 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, 4<sup>th</sup> Floor  
Las Vegas, NV 89101 – 2986

A duplicate copy of the invoice is to be sent to the City's designated representative at Melanie (Lani) Pablo at [mpablo@lasvegasnevada.gov](mailto:mpablo@lasvegasnevada.gov)

- (c) The following Prompt Payment Discount will apply: N/A.
- (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 it's 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 subconsultant 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 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.

**EXHIBIT B - COMPANY TERMS, CONDITIONS & COVENANTS**

**LIST OF DOCUMENTS**

<b><u>Section</u></b>	<b><u># Pages</u></b>
CCWRD Bid #240013 – Wastewater Treatment Chemicals.....	63
Addenda #1 .....	3
Bid Opening Record .....	3
Offer and Acceptance Form (Pencco, Inc.).....	12

	<p align="center"><b>CLARK COUNTY WATER RECLAMATION DISTRICT</b> NOTICE OF INVITATION TO BID (ITB) SOLICITATION NO.: 240013</p>	<p align="center"><b>PROCUREMENT SOLUTIONS SECTION</b> 5857 E. Flamingo Rd. Las Vegas, Nevada 89122 702-668-8090</p>
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**DESCRIPTION:** Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)

**SOLICITATION DUE DATE/TIME:** February 15, 2024, at 2:00:00 P.M., PST

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

**COMMODITY CATEGORY:** Chemicals, Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite

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

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

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

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

**Designated Contact Person :**  
Douglas Moore

\_\_\_\_\_  
Name  
  
dmoore@cleanwaterteam.com  
\_\_\_\_\_  
E-Mail Address

**702-668-8094**

\_\_\_\_\_  
Telephone Number  
  
January 8, 2024  
\_\_\_\_\_  
Date



<p align="center"><b>SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-240013</b></p>
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**CONFIRMATION/RECEIPT FORM**

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

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

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

SOLICITATION NO. 240013

BID PAGES: 86

DESCRIPTION: Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)

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

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

\_\_\_\_ Internet    \_\_\_\_ Plan Room    \_\_\_\_ E-mail    \_\_\_\_ Newspaper    \_\_\_\_ NGEM

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



## SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)

### SOLICITATION NO. ITB-240013

### HELPFUL BID INFORMATION

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

#### INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities> as well as other important and useful purchasing related information. The solicitations are listed under "**Current Bid Opportunities**." To locate a specific solicitation, click on the "Current Bid Opportunities" tab on the left-hand side of the screen, browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which can be obtained directly from **NGEM**.

#### PREBID CONFERENCE ATTENDANCE

#### WE WANT YOU!



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

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

The date and time of the Prebid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE!

#### NEED ASSISTANCE?



The Clark County Small Business Opportunity Program (SBOP) works with the Procurement Solutions Section to expand the economic prospects of all disadvantaged groups in the business community and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you or you would like to discuss business opportunities within Clark County Water Reclamation District, please contact Procurement Solutions Section, at telephone number (702) 668-8090 or via email at [ProcurementSolutions@cleanwaterteam.com](mailto:ProcurementSolutions@cleanwaterteam.com).

<p align="center"><b>SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-240013</b></p>
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**1.0 INTENT OF INVITATION TO BID (ITB):**

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

**2.0 DEFINITIONS:**

- 2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- 2.2 **Bid (Bidder):** An offer, in response to a solicitation by DISTRICT, to supply goods and/or services at a specific price and within a specified time period.
- 2.3 **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.
- 2.4 **Bid Form:** Standard printed (pricing sheet) form given to Bidders that must be completed and submitted back to DISTRICT with the Bid Packet, in correct format and sequence.
- 2.5 **Bid Packet:** ITB Exhibits, Bid Security (if required), and all other pertinent information requested for submittal.
- 2.6 **Bidder(s):** A supplier who submits a bid to DISTRICT.
- 2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- 2.8 **BOT:** The Clark County Water Reclamation Board of Trustees.
- 2.9 **CONTRACT:** Contract documents include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.
- 2.10 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District and/or any other Governmental Entity that elects to join this contract per Nevada Revised Statutes 332.195.
- 2.11 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- 2.12 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.
- 2.13 **Lot:** A group of items similar in nature and bought individually all items in a lot must be bid on to be a responsible bidder considered for award.
- 2.14 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- 2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

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- 2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.
- 2.17 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- 2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- 2.19 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.20 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.
- 2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.
- 2.22 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.23 **Urban:** This includes the contiguous urban Las Vegas Valley.
- 3.0 DESIGNATED CONTACTS:**
- 3.1 For questions pertaining to this ITB, please contact the "Designated Contact Person" referenced on page one (1) of this ITB document (E-mail Preferred).
- 4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:**
- 4.1 Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated DISTRICT contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.
- 5.0 PREBID CONFERENCE:**
- 5.1 There will be "NO" Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Thursday, January 25, 2024, at 12:00 P.M., PST.**
- 6.0 ADDENDA AND INTERPRETATIONS:**
- 6.1 If it becomes necessary to revise any part of this bid, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided by the DISTRICT in written addendum form from the Procurement Solutions Section.
- 6.2 Bidder(s) shall take no advantage of any apparent error or omission in the ITB Document. In the event Bidder(s) discover such an error or omission, they shall immediately notify DISTRICT. DISTRICT will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the ITB Document through the issuance of an Addendum.
- 6.3 All requests for additional information, clarifications and questions pertaining to this ITB should be e-mailed to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any



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

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additional questions after **Thursday, January 25, 2024, at 12:00 P.M., PST**. The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>

- 6.4 Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the **Addendum Acknowledgement Form (Exhibit II)** provided within this ITB document. Failure to acknowledge receipt of all addenda may result in rejection of bid.
- 6.4.1 In the event the DISTRICT issues a late addendum, and a Bidder has already submitted their bid, the Bidder may re-submit **Addendum Acknowledgement Form (Exhibit II)** acknowledging all issued addenda in a separate envelope and/or electronically, so long as the Addendum does not change the Bid Form and/or cause a change in the Bidder's pricing and **Addendum Acknowledgement Form (Exhibit II)** is received by the due date and time.

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

- 7.1 Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current ITB document. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Terms and Conditions, Section "C" of this ITB document. Bids submitted in response to this ITB may be reviewed by the public after issuance of the Notice of Intent to Award (NOIA) and after the DISTRICT has conducted its review/evaluation of all bids received. To review bid(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.

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

- 8.1 Bid pricing must be submitted on **Bid Form (Pricing Sheet) (Exhibit VI)** provided in this ITB document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.
- 8.2 In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by DISTRICT. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST". If a Bidder is not bidding on the item, the Bidder must write the words "NO BID".

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

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

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

- 10.1 Bidders shall submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Emerging Small Business (ESB), Veteran Business Enterprise (VET) and Disabled Veteran Business Enterprise (DVET) subcontractors for CONTRACT utilizing the **Subcontractor Information Form (Exhibit V)** provided

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

**11.0 RESERVED:**

**12.0 DESCRIPTIVE LITERATURE:**

- 12.1 Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s) offered on its Bid Packet.

**13.0 PRODUCTS:**

- 13.1 New Product:

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

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

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

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

**15.0 SUBSTITUTIONS:**

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

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

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

- 15.1.3 Equivalent items may be subject to performance testing.

**16.0 TEST MODELS:**

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

**17.0 RESERVED:**

**18.0 ORDER QUANTITIES AND UNIT PRICING:**

- 18.1 Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each". This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

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**19.0 BALANCE OF LINE DISCOUNT DEFINED:**

- 19.1 The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of CONTRACT. Where indicated in the bid documents, Bidder shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms of CONTRACT. The percentage discount shall remain firm for the duration of CONTRACT but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. The price list(s) which is submitted with the bid must be current and in effect at the time of the bid opening. If more than one column of pricing is published, Bidder shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions, or new requirements emerge, DISTRICT may use the discount to either clarify said discrepancies or utilize it for determining the basis of award.

**20.0 DISCOUNT TERMS OF PAYMENT:**

- 20.1 Terms of payment, as listed on the **Bid Form (Pricing Sheet) (Exhibit VI)**, shall be defined as the amount of discount offered by Bidder to DISTRICT if payment is made within a specified time frame.
- 20.1.1 Examples:
- 20.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.
- 20.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.1.4 Terms of Payment: 0%, Net thirty (30) Calendar Days.
- 20.1.5 No payment discount is offered, and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.
- 20.2 **No prompt payment discount will be considered by DISTRICT in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

**21.0 ADDITIONAL BIDS:**

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

**22.0 DEVIATIONS TO TERMS AND CONDITIONS:**

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

**23.0 DURATION OF OFFER:**

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

**24.0 DEVIATIONS TO TECHNICAL SPECIFICATIONS:**

- 24.1 Any deviation taken at the time of or after bid submittal may render the bid non-responsive. If a Bidder is unable to meet the Technical Specifications, Bidder must provide a written response and submit it to the "Designated Contact Person" referenced on page one (1) of this ITB document prior to the deadline for questions. Please refer



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to Section B- UNIFORM INSTRUCTIONS TO BIDDERS, Provision 6.0. ADDENDA AND INTERPRETATIONS. It shall be the sole responsibility of the Bidder to ensure that the "Designated Contact Person" has been properly notified of the Bidder's deviation to the Technical Specifications.

**25.0 BIDDER'S REPRESENTATION:**

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

- 25.1.1 Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- 25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.
- 25.1.3 **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the Addendum Acknowledgement Form (Exhibit II) provided within this ITB document. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

**26.0 SUBMISSION OF BIDS:**

- 26.1 All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the ITB number and description as referenced on page one (1) of this ITB document. Bidders are requested to submit one (1) Original signed hard copy and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid Packet are referenced within the **Minimum Bid Packet Content Requirements within Section "F"** of this ITB document. No responsibility will attach to DISTRICT, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. **FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**
- 26.2 All Bids shall be delivered and/or mailed to the following address prior to the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum:
  - 26.2.1 Clark County Water Reclamation District  
Attn: Douglas Moore  
Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122
- 26.3 **Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid.**
- 26.4 **Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt. Per Section B – UNIFORM INSTRUCTIONS TO BIDDERS, Provision 26.1 SUBMISSION OF BIDS, every attempt should be made by bidders to ensure that the courier's packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open the submitted bid.**
- 26.5 **All Bids received at the time, date and location as specified herein will be publicly opened and read aloud. ~~Bidders and other interested parties are invited to attend the bid opening.~~**

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**26.5.1** *Due to current DISTRICT COVID 19 Safety Restrictions being in place at the time of this active solicitation, Bidders and other interested parties will be unable to attend the bid opening. Subsequently, to the reading of the opened Bids, the preliminary "BID OPENING RECORD" as read will be e-mailed to each Bidder and posted to the DISTRICT website.*

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

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

**28.0** **WITHDRAWAL OF BID:**

28.1 Before Bid Opening

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

28.2 After the Bid Opening

28.2.1 All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

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

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

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

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

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

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

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

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

31.1.2 Lack of signature by an authorized representative.



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31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

**32.0 TIE-BIDS:**

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

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

**33.0 PROTESTS:**

33.1 Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Administrator, within five (5) business days after the Notice of Intent to award a contract is issued by the DISTRICT or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any document's protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT is not required to consider protests unless this procedure is followed.

33.2 Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to DISTRICT who shall hold the bond or other security until a determination is made on the protest. A bond posted, or other security submitted with the protest must be in an amount equal to the lesser of:

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

33.2.2 \$250,000

33.3 The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BOT makes a determination on the protest.

33.4 A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.

33.5 Neither the BOT nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

33.6 If the protest is upheld by the BOT, the bond posted, or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BOT,

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DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

**34.0 METHOD OF AWARD:**

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

**35.0 NOTICE OF AWARD:**

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

**36.0 AUTHORIZED REPRESENTATIVE:**

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

**37.0 INITIAL TERM:**

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

**38.0 CONTRACT RENEWAL:**

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

**39.0 CONTRACT EXTENSION:**

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

**40.0 INSURANCE:**

- 40.1 SUCCESSFUL BIDDER shall carry Commercial General Liability, Automobile Liability and Pollution Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of CONTRACT.
- 40.2 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an **Affidavit (Only Required for Sole Proprietor) Attachment "B"** of this ITB document, indicating that it has not elected to be included in the terms, conditions and provisions

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of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

- 40.3 SUCCESSFUL BIDDER shall include the cost of the insurance coverages in its bid price(s). SUCCESSFUL BIDDER shall provide DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.
- 40.4 SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this ITB document, to be incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment "A"** of this ITB document. All Bidders shall include the cost of the insurance coverages in their bid price(s).
- 41.0 FAILURE TO MAINTAIN COVERAGE:**
- 41.1 If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.
- 42.0 ADDITIONS & DELETIONS:**
- 42.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL BIDDER, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Bid Form (Pricing Sheet) (Exhibit VI)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the Successful Bidder's normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the ITB's intent if such rates are found to be fair and reasonable.
- 43.0 PRICE ADJUSTMENT REQUESTS:**
- 43.1 Commencing on contract award date, prices shall not be subject to change during the initial first year term; thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of the annual contract term date to the Clark County Water Reclamation District, Purchasing Administrator and/or designee at 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of DISTRICT'S approval of the new Price(s). Only one written price adjustment request(s) shall be accepted from SUCCESSFUL BIDDER annually.
- 43.2 ☐ Suitable Proof:
- 43.2.1 The SUCCESSFUL BIDDER must submit suitable proof for their price adjustment request. Suitable proof may consist of Bureau of Labor Statistics Chemical and Allied Products Index (PPI) - Series ID No. WPU061, Letter from Manufacturer/ Distributor, and or other data that can be independently verified. The following Producer Price Indices (PPI) should be referenced in the SUCCESSFUL BIDDER's request:
- 43.2.2 The DISTRICT expects the SUCCESSFUL BIDDER to remain the most competitive supplier of goods covered by this Contract. If the DISTRICT determines that the SUCCESSFUL BIDDER'S price adjustment request is not the most competitive price, the DISTRICT reserves the right to terminate the Contract and re-award the Contract to the next low bidder without rebidding.

<b>SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-240013</b>
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43.2.3 The DISTRICT shall receive the benefit of a price decrease to any line item at any time during the initial first year term and for any subsequent term(s) if the decrease exceeds (3) three percent of Contract price. If, at the point of exercising the price adjustment provision, suitable proof, as defined above, shows that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to DISTRICT in their price adjustment request, DISTRICT reserves the right to place SUCCESSFUL BIDDER in default, terminate Contract, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

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

**44.0 STOCKS AND WAREHOUSE FACILITIES:**

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

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

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

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

**45.0 PRE-PERFORMANCE CONFERENCE:**

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

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

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure SUCCESSFUL BIDDER can meet all the specified requirements of the CONTRACT.

**46.0 STATE OF NEVADA LEGAL HOLIDAYS:**

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

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46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Juneteenth Day

46.1.5 Independence Day

46.1.6 Labor Day

46.1.7 Nevada Admission Day

46.1.8 Veteran's Day

46.1.9 Thanksgiving Day and the Friday After

46.1.10 Christmas Day

46.1.11 New Year's Day

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



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

### **SOLICITATION NO.: ITB-240013**

#### **1.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:**

- 1.1 SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of DISTRICT and any sureties.

#### **2.0 AUDITS:**

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

#### **3.0 AUTHORITY:**

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

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

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

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

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

#### **6.0 COLLUSION AND ADVANCE DISCLOSURES:**

- 6.1 Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.
- 6.2 Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

#### **7.0 CONSUMPTION ESTIMATES:**

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

#### **8.0 CONTRACT AMENDMENTS:**

**SECTION C - GENERAL TERMS AND CONDITIONS**  
**SOLICITATION NO.: ITB-240013**

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

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

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

**17.0 INDEMNITY:**

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

**18.0 INVOICING:**

- 18.1 Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.
- 18.2 All invoices should include the following information:
  - 18.2.1 Company Name
  - 18.2.2 Complete Address (including street, city, state, and zip code)
  - 18.2.3 Telephone Number
  - 18.2.4 Contact Person
  - 18.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)
  - 18.2.6 DISTRICT Purchase Order Number
  - 18.2.7 Company's Tax Identification Number
  - 18.2.8 Bid Number
  - 18.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
  - 18.2.10 Percentage Discounts/ Payment Terms (if offered)



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18.2.11 Company's Invoice Number

- 18.3 SUCCESSFUL BIDDER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the **Bid Form (Pricing Sheet) Exhibit VI**. If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

**19.0 INVOICE AUDITS:**

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

**20.0 NON-DISCRIMINATION:**

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

**21.0 NON-ENDORSEMENT:**

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

**22.0 OUT OF STATE SUPPLIERS:**

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

**23.0 PARTIAL PAYMENTS:**

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

**24.0 PATENT INDEMNITY:**

- 24.1 SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by DISTRICT, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by DISTRICT; provided that DISTRICT or its construction manager shall have notified

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

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SUCCESSFUL BIDDER upon becoming aware of such claims or actions and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

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

#### **PUBLIC RECORDS:**

- 25.1 The DISTRICT is a public agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of DISTRICT'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the DISTRICT may not be disclosed until the bid is recommended for award of a contract.

#### **PURCHASE ORDERS:**

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

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

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

#### **SEVERABILITY:**

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

#### **SUBCONTRACTS:**

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

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

- 30.1 SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of DISTRICT in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all its Subcontractors. Nothing contained in CONTRACT, or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and DISTRICT. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

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

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

**32.0 TAXES:**

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

**33.0 TERMINATION FOR CONVENIENCE:**

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

**34.0 TERMINATION FOR CAUSE:**

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

**35.0 TITLE AND RISK OF LOSS:**

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

**36.0 USE BY OTHER GOVERNMENT ENTITIES:**

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

**37.0 WARRANTY:**

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

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equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

**38.0 ISRAEL BOYCOTT DISCLAIMER:**

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

**39.0 DATA PRIVACY AND SECURITY:**

- 39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 39.2 SUCCESSFUL BIDDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this CONTRACT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.
- 39.3 At least annually, SUCCESSFUL BIDDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
- 39.4 SUCCESSFUL BIDDER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this CONTRACT.
- 39.5 SUCCESSFUL BIDDER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUCCESSFUL BIDDER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

**40.0 CONTRACT PERFORMANCE EVALUATION:**

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

**41.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:**

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

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- 41.2 SUCCESSFUL BIDDER shall provide DISTRICT with a credit memo or a reduced invoice amount(s) within thirty (30) days of receipt of WBS from the DISTRICT. All credit memo(s) shall reference DISTRICT CONTRACT/PO number and DISTRICT issued WBS documentation shall be attached.
- 41.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.
- 41.4 A WBS is only considered reasonable if the SUCCESSFUL BIDDER failed to provide adequate resources, equipment or materials required to complete the specified task(s) under normal circumstances.

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## SECTION D - SPECIAL TERMS AND CONDITIONS SOLICITATION NO.: ITB-240013

### **1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:**

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

### **2.0 ENGLISH SPEAKING REPRESENTATIVE:**

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

### **3.0 PRODUCT PRE-DELIVERY INSPECTION REQUIREMENTS:**

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

### **4.0 LOCATION AND HOURS:**

- 4.1 Deliveries shall be made to the Flamingo Water Resource Center, Warehouse location at 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 3:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 4.2 Deliveries shall be made to the Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM-2:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized

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personnel.

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

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

**6.0 FAILURE TO DELIVER:**

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

**7.0 DAMAGED OR DEFECTIVE PRODUCTS:**

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

**8.0 SUPPLIER'S STOCK:**

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

**9.0 SAFETY REQUIREMENTS:**

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

**10.0 PERFORMANCE REQUIREMENTS:**

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

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

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

**12.0 TRAINING:**

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

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operation techniques, including care and maintenance of the product.

12.2 Such Safety sessions are to consist of the following:

12.3 A videotape, DVD, filmstrip, slide presentation, online/learning management information system and/or live trainer presentation on the general safe handling of the requested good(s).

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

12.5 Coverage in such presentation shall consist of the general characteristics and behavior of requested good(s).

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

**13.0 INVOICING REQUIREMENT:**

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

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

**14.0 DISPUTES:**

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

**15.0 LIQUIDATED DAMAGES:**

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

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

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

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

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

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

16.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **\$1000.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed



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to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

**17.0 AIR POLLUTION:**

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

**18.0 CLEANING UP:**

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

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

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

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

19.1.2 National Sanitation Foundation certification for the quoted chemical.

19.1.3 Chemical certificate of analysis for the chemical being delivered.

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

**20.0 VERIFICATION AND REQUIREMENTS:**

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

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

**21.0 DELIVERY:**

- 21.1 SUCCESSFUL BIDDER shall email DISTRICT Designated Representative when order is ready to ship; DISTRICT shall provide SUCCESSFUL BIDDER with the Designated Representative(s) contact information (i.e., e-mail, telephone, mobile and fax numbers) at scheduled Pre-Performance Conference.

21.2 All deliveries must be onsite at the DISTRICT to unload no earlier than 6:00 AM and no later than 3:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.

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

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- 21.4 All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
- 21.4.1 Company Name
  - 21.4.2 Purchase Order and/or Call Order Number (release number)
  - 21.4.3 Date of Delivery and Date of Order
  - 21.4.4 Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the CONTRACT.
  - 21.4.5 Name of authorized representative ordering supplies
- 21.5 The SUCCESSFUL BIDDERS delivery ticket will be signed in duplicate by the SUCCESSFUL BIDDERS Designated Representative. One copy will be given to the DISTRICT'S Designated Representative who signs for the delivery and a second copy will be retained by the SUCCESSFUL BIDDER. If required by the DISTRICT, the SUCCESSFUL BIDDER will call/e-mail the DISTRICT'S Designated Representative prior to delivery.
- 21.6 The DISTRICT has the right to refuse delivery if requested good(s) is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

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<b>SECTION E – SPECIFICATIONS/SCOPE OF WORK</b> <b>SOLICITATION NO.: ITB-240013</b>
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**1.0 INTENT:**

- 1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite), which are utilized by the DISTRICT to support its ongoing operational needs. Therefore, EXHIBIT VI (Bid Form Pricing Sheet) will be evaluated on the overall bid price and discounted rates per LOT. For consistency in the evaluation of the bid submittals, each prospective bidder shall complete the example bid items within each LOT(s) of interest within EXHIBIT VI (Bid Form Pricing Sheet). Availability and local field technical support are highly valued, depending on the example items and general complexities of its use and replenishment requirements which may require specific support services.
- 1.2 In order to assure that any ensuing contracts will allow the DISTRICT to fulfill current and future requirements, the DISTRICT reserves the right to award contracts to multiple Suppliers based upon the lowest bid per each LOT. The actual utilization of any contract will be at the sole discretion of the DISTRICT. The fact that the DISTRICT may make multiple awards should be taken into consideration by each prospective bidder.
- 1.3 The SUCCESSFUL BIDDER shall comply with all applicable Federal, State, and local government laws and regulations concerning emission control, spill control, hazardous material control and safety standards in effect at the time of delivery to the DISTRICT.
- 1.4 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 prospective bidder.
- 1.5 The DISTRICT reserves the right to allow other governmental agencies within the region (i.e., City of Las Vegas, Las Vegas Valley Water District, City of Henderson, and the City of North Las Vegas) may join and utilize this contract. Moreover, the joining agency may require the SUCCESSFUL BIDDER to provide chemicals within totes.

**2.0 SCOPE OF WORK:**

- 2.1 The SUCCESSFUL BIDDER shall provide Wastewater Treatment Chemicals to the DISTRICT. The DISTRICT seeks Suppliers who can anticipate the needs and requirements of the DISTRICT; demonstrate the knowledge of all applicable industry standards, laws and/or regulations; and possess the willingness and ability to distribute, market to and service the DISTRICT.
- 2.2 The SUCCESSFUL BIDDER shall be responsible for providing 1) an authorized Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by DISTRICT and/or participating Government Agency.
- 2.3 SUCCESSFUL BIDDER shall be named as an Authorized Distributor of Record (ADR) by the manufacturer and shall provide such record upon request by DISTRICT.

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**3.0 LOT 1 - GENERAL REQUIREMENTS FOR ALUMINUM SULFATE:**

- 3.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Aluminum Sulfate meet all requirements of this contract and these specifications. All specifications shall apply to the Liquid Aluminum Sulfate transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 3.2 SUCCESSFUL BIDDER shall bid unit cost in \$/lb of "dry alum". For the purposes of these specifications, "dry alum" is  $Al_2(SO_4)_3 \cdot 14H_2O$ .
- 3.3 The SUCCESSFUL BIDDER shall bill by weight of dry alum delivered in lb. The SUCCESSFUL BIDDER shall calculate the weight of dry alum delivered in each shipment, and the extended cost of each shipment as follows:
  - 3.3.1 Wt. of dry alum in ship, in lb = (wt. of Liq. Alum. Sulf. in ship, in lb) (dry alum conc., in %, by wt.)
  - 3.3.2 Cost of shipment, in \$ = (wt. of dry alum in shipment, in lb)(unit cost, in \$/lb of dry alum)
- 3.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
  - 3.4.1 Date of delivery
  - 3.4.2 Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
  - 3.4.3 The net weight of Liquid Aluminum Sulfate delivered in pounds
  - 3.4.4 The weight percentage of dry alum in the Liquid Aluminum Sulfate delivered
  - 3.4.5 The weight of dry alum in the shipment, in pounds
  - 3.4.6 The cost of the shipment, in U.S. dollars

**4.0 COMPLIANCE WITH STANDARDS:**

- 4.1 The Liquid Aluminum Sulfate shall conform to the latest revision of the American National Standards Institute (ANSI)/American Water Works Association Standard (AWWA) B403, Aluminum Sulfate - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.
- 4.2 The Liquid Aluminum Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The SUCCESSFUL BIDDER shall provide evidence of this certification prior to award.
- 4.3 If SUCCESSFUL BIDDER ANSI/NSF Standard 60 certification for Liquid Aluminum Sulfate is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform DISTRICT Designated Representative within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Aluminum Sulfate contract for breach.
- 4.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

**5.0 CHEMICAL COMPOSITION/IMPURITIES:**

- 5.1 The Liquid Aluminum Sulfate shall be produced from ore, not from reclaimed aluminum metal.
- 5.2 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- 5.3 The Liquid Aluminum Sulfate shall be of such clarity as to permit the reading of flow-measuring devices without

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difficulty.

- 5.4 The Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23% as Al, or 8.0% as Al<sub>2</sub>O<sub>3</sub>, by weight. The literature specific gravity of Liquid Aluminum Sulfate at the minimum concentration is 1.32.
- 5.5 The Liquid Aluminum Sulfate shall contain less than or equal to 0.2% water-insoluble matter by weight.
- 5.6 The Liquid Aluminum Sulfate shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.
- 5.7 The Liquid Aluminum Sulfate shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of the Liquid Aluminum Sulfate; the DISTRICT to violate any existing permit limit or water quality standard; or any limit or standard that may be implemented during the term of this contract.
- 5.7.1 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Aluminum Sulfate supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.
- 5.8 The Liquid Aluminum Sulfate supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.
- 5.9 Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Aluminum Sulfate shall be limited as follows:

5.9.1	<u>Impurity</u>	<u>Maximum Concentration in mg/kg</u>	<u>Maximum Reporting Detection Limit in mg/kg</u>
5.9.2	total antimony	250	50
5.9.3	total arsenic	200	40
5.9.4	total barium	3000	600
5.9.5	total beryllium	200	40
5.9.6	total boron	250	50
5.9.7	total cadmium	5	1
5.9.8	total chromium	100	20
5.9.9	total copper	10	2
5.9.10	total iron	1000	200
5.9.11	total lead	5	1
5.9.12	total manganese	200	40
5.9.13	total mercury	0.02	0.004
5.9.14	total molybdenum	10	2
5.9.15	total nickel	40	8
5.9.16	total selenium	5	1
5.9.17	total silver	40	8
5.9.18	total thallium	25	5
5.9.19	total zinc	100	20

- 5.10 The DISTRICT reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- 5.11 Any water used to make up the Liquid Aluminum Sulfate must contain less than 20 µg of per chlorate/L.
- 5.12 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Aluminum Sulfate from a typical lot and determine the parameters listed below. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent



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lowest responsive BIDDER conforms to the technical specifications/requirements. If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.

- 5.12.1 Production lot number,
- 5.12.2 Date of manufacture,
- 5.12.3 Specific gravity, at 20 °C
- 5.12.4 Equivalent aluminum oxide concentration, in % Al<sub>2</sub>O<sub>3</sub>, by weight,
- 5.12.5 Aluminum concentration, in % Al, by weight,
- 5.12.6 Dry alum concentration, in % Al<sub>2</sub>(SO<sub>4</sub>)<sub>3</sub>•14H<sub>2</sub>O, by weight
- 5.12.7 Free acidity, in % H<sub>2</sub>SO<sub>4</sub>, or basicity, in % Al<sub>2</sub>O<sub>3</sub>, by weight
- 5.12.8 Water-insoluble matter concentration, in %, by weight, and
- 5.12.9 All of the metals in the table 5.9.1 above, in mg/kg (Note: The reporting detection limit for each metal must be less than or equal to the maximum reporting detection limit listed in the table above.)
- 5.13 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed, and dated by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Aluminum Sulfate (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Aluminum Sulfate contained less than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.
- 5.14 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Aluminum Sulfate that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.
- 5.15 The SUCCESSFUL BIDDER shall submit the reports from the sampling and analysis process described above to:  
Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Aluminum Sulfate Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122
- 5.15.1 The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

#### 6.0 DELIVERY DOCUMENTS:

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- 6.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
  - 6.1.1 Date of delivery,
  - 6.1.2 Bill of Lading/Weigh Slip Number
  - 6.1.3 Gross weight of delivery vehicle and Liquid Aluminum Sulfate in pounds,
  - 6.1.4 Tare weight of delivery vehicle in pounds, and
  - 6.1.5 Net weight of Liquid Aluminum Sulfate in the delivery vehicle in pounds.
  - 6.1.6 The dry weight in pounds shall match, the dry weight in pounds that is referenced on the SUCCESSFUL BIDDER'S Invoice.
- 6.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The Certificate shall contain the following lot-specific information:
  - 6.2.1 Production lot number,
  - 6.2.2 Date of manufacture,
  - 6.2.3 Specific gravity, at 20 °C
  - 6.2.4 Equivalent aluminum oxide concentration, in %  $Al_2O_3$ , by weight,
  - 6.2.5 Aluminum concentration, in % Al, by weight,
  - 6.2.6 Dry alum concentration, in %  $Al_2(SO_4)_3 \cdot 14H_2O$ , by weight
  - 6.2.7 Free acidity, in %  $H_2SO_4$ , or basicity, in %  $Al_2O_3$ , by weight
  - 6.2.8 Water-insoluble matter concentration, in %, by weight,
- 6.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
- 6.4 The SUCCESSFUL BIDDER shall include any charges for the Certificates in the bid price.
- 7.0 DELIVERY LOGISTICS:**
  - 7.1 Tanker truck deliveries of Liquid Aluminum Sulfate shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Aluminum Sulfate. The DISTRICT'S current delivery schedule is approximately: One truck/tanker two to three times per week, which equates to approximately 110 loads per year.
    - 7.1.1 Tanker truck deliveries of Liquid Aluminum Sulfate shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The DISTRICT will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Aluminum Sulfate. The DISTRICTS current delivery schedule is approximately: One truck/tanker every month, which equates to approximately 5000 gallons per load at 12-15 times per year.
  - 7.2 The SUCCESSFUL BIDDER shall ship the Liquid Aluminum Sulfate to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

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- 7.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 7.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 7.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Aluminum Sulfate delivered in pounds.
- 7.5.1 It will be the DISTRICT'S expectations that the weight of the Liquid Aluminum Sulfate delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Aluminum Sulfate in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 7.6 The Liquid Aluminum Sulfate shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- 7.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Aluminum Sulfate shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for the DISTRICT to reject the load.
- 7.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Aluminum Sulfate in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDERS'S driver shall follow the instructions posted at the unloading station.
- 7.9 The SUCCESSFUL BIDDER'S driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 7.10 Before unloading, the SUCCESSFUL BIDDER'S driver shall notify DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER'S driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies, and statutes must be provided when the Liquid Aluminum Sulfate is delivered.
- 7.11 The DISTRICT reserves the right to conduct sample analysis of the Liquid Aluminum Sulfate to determine if the Liquid Aluminum Sulfate meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 7.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Aluminum Sulfate, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Aluminum Sulfate within 24 hours of being notified by the DISTRICT, without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Aluminum Sulfate and any associated cost incurred by the DISTRICT for the removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material, which the DISTRICT rejects.
- 7.12 All SUCCESSFUL BIDDER'S drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.

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- 7.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Aluminum Sulfate to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 7.14 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. **NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.**
- 7.14.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. **NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.**

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#### **8.0 LOT 2 - GENERAL REQUIREMENTS FOR CITRIC ACID:**

- 8.1 The SUCCESSFUL BIDDER shall ensure all loads of Citric Acid meet all requirements of this contract and these specifications. All specifications shall apply to the Citric Acid transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 8.2 SUCCESSFUL BIDDER shall bid unit cost in \$/lb of "Citric Acid" for the purposes of these specifications, "C<sub>6</sub>H<sub>8</sub>O<sub>7</sub>."
- 8.3 The SUCCESSFUL BIDDER shall bill by weight of Citric Acid delivered in lb. The SUCCESSFUL BIDDER shall calculate the weight of dry Citric Acid delivered in each shipment, and the extended cost of each shipment as follows:
  - 8.3.1 Wt. of Citric Acid in ship, in lb = (wt. of Liq. Citric Acid in ship, in lb)
  - 8.3.2 Cost of shipment, in \$ = (wt. of Citric Acid in shipment, in lb)(unit cost, in \$/lb of dry Citric Acid)
- 8.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
  - 8.4.1 Date of delivery
  - 8.4.2 Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
  - 8.4.3 The net weight of Liquid Citric Acid delivered in pounds
  - 8.4.4 The weight percentage of Citric Acid in the Liquid Citric Acid delivered
  - 8.4.5 The weight of Citric Acid in the shipment, in pounds
  - 8.4.6 The cost of the shipment, in U.S. dollars

#### **9.0 COMPLIANCE WITH STANDARDS:**

- 9.1 The Citric Acid shall conform to the latest revision of the American National Standards Institute (ANSI)/American Water Works Association Standard (AWWA) B403, Citric Acid - Liquid, Ground, or Lump except as modified or supplemented herein. Non-conformance with ANSI/AWWA B403 shall constitute sufficient grounds for immediate termination of the Liquid Citric Acid contract for breach.
- 9.2 The Liquid Citric Acid shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The SUCCESSFUL BIDDER shall provide evidence of this certification prior to award.
- 9.3 If SUCCESSFUL BIDDER ANSI/NSF Standard 60 certification for Liquid Citric Acid is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform DISTRICT Designated Representative within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Citric Acid contract for breach.
- 9.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

#### **10.0 CHEMICAL COMPOSITION/IMPURITIES:**

- 10.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Citric Acid that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- 10.2 The Liquid Citric Acid shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.



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- 10.3 The Liquid Citric Acid shall contain water-soluble Citric Acid of not less than 49% Citric Acid by weight. The literature specific gravity of Liquid Citric Acid at the minimum concentration is 1.24.
- 10.4 The Liquid Citric Acid shall contain less than or equal to 0.2% water-insoluble matter by weight.
- 10.5 The Liquid Citric Acid shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.
- 10.6 The Liquid Citric Acid shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of the Liquid Citric Acid; the DISTRICT to violate any existing permit limit or water quality standard; or any limit or standard that may be implemented during the term of this contract.
- 10.6.1 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Citric Acid supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.
- 10.7 The Liquid Citric Acid supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.
- 10.8 Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Citric Acid shall be limited as follows:
- |        |                        |  |
|--------|------------------------|--|
| 10.8.1 | <b><u>Impurity</u></b> | <b><u>Maximum Concentration in</u></b> |
| 10.8.2 | Oxalic acid            | ≤ 100 ppm                              |
| 10.8.3 | Heavy Metals (as Pb)   | ≤ 5 ppm                                |
| 10.8.4 | As (Arsenic)           | ≤ 1 ppm                                |
| 10.8.5 | Hg (Mercury)           | ≤ 1ppm                                 |
| 10.8.6 | Pb (Lead)              | ≤ 1 ppm                                |
- 10.9 The DISTRICT reserves the right to add other impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- 10.10 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Citric Acid from a typical lot and determine the parameters listed below. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.** The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.
- 10.10.1 Production lot number,
- 10.10.2 Date of manufacture,
- 10.10.3 Specific gravity, at 20 °C
- 10.10.4 Citric Acid concentration, in % Citric Acid, by weight

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- 10.11 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed, and dated by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Citric Acid (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Citric Acid contained less than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.
- 10.12 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Citric Acid that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.
- 10.13 The SUCCESSFUL BIDDER shall submit the reports from the sampling and analysis process described above to:
- Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Citric Acid Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122
- 10.13.1 The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.
- 11.0 DELIVERY DOCUMENTS:**
- 11.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- 11.1.1 Date of delivery,
- 11.1.2 Bill of Lading/Weigh Slip Number
- 11.1.3 Gross weight of delivery vehicle and Liquid Citric Acid in pounds,
- 11.1.4 Tare weight of delivery vehicle in pounds, and
- 11.1.5 Net weight of Liquid Citric Acid in the delivery vehicle in pounds.
- 11.1.6 The weight in pounds shall match, the weight in pounds that is referenced on the SUCCESSFUL BIDDER'S Invoice.
- 11.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The Certificate shall contain the following lot-specific information:
- 11.2.1 Production lot number,
- 11.2.2 Date of manufacture,
- 11.2.3 Specific gravity, at 20 °C

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- 11.2.4 Citric Acid concentration, in % Citric Acid, by weight
- 11.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
- 11.4 The SUCCESSFUL BIDDER shall include any charges for the Certificates in the bid price.
- 12.0 DELIVERY LOGISTICS:**
- 12.1 Tanker truck deliveries of Liquid Citric Acid shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Citric Acid. The DISTRICTS current delivery schedule is approximately: One truck/tanker every six months, which equates to approximately 3 loads per year.
- 12.2 The SUCCESSFUL BIDDER shall ship the Liquid Citric Acid to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.
- 12.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 12.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 12.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Citric Acid delivered in pounds.
- 12.5.1 It will be the DISTRICT'S expectations that the weight of the Liquid Citric Acid delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Citric Acid in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Citric Acid from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 12.6 The Liquid Citric Acid shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- 12.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Citric Acid shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for the DISTRICT to reject the load.
- 12.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Citric Acid in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDERS'S driver shall follow the instructions posted at the unloading station.
- 12.9 The SUCCESSFUL BIDDER'S driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 12.10 Before unloading, the SUCCESSFUL BIDDER'S driver shall notify DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER'S driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in

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these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies, and statutes must be provided when the Liquid Citric Acid is delivered.

- 12.11 The DISTRICT reserves the right to conduct sample analysis of the Liquid Citric Acid to determine if the Liquid Citric Acid meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 12.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Citric Acid, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Citric Acid within 24 hours of being notified by the DISTRICT, without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Citric Acid and any associated cost incurred by the DISTRICT for the removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material, which the DISTRICT rejects.
- 12.12 All SUCCESSFUL BIDDER'S drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 12.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Citric Acid to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 12.14 Delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date.  
**NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.**

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**13.0 LOT 3 - GENERAL REQUIREMENTS FOR FERRIC CHLORIDE:**

- 13.1 The SUCCESSFUL BIDDER recognizes that the DISTRICT'S successful operation of its Water Resource Facilities is dependent upon the use of Ferric Chloride, which shall meet and be in compliance with the minimum quality standards as stated within these specifications. Therefore, in order for the DISTRICT to monitor and ensure quality standards, the SUCCESSFUL BIDDER shall provide to the DISTRICT a written analysis of each shipment prior to, or at the time of receipt of each shipment.
- 13.2 The SUCCESSFUL BIDDER shall certify in writing that each load of Ferric Chloride delivered to the DISTRICT is compliant with the quality requirements of these specifications. The SUCCESSFUL BIDDER shall provide the DISTRICT Designated Representative(s) with a certificate of analysis. In any event, the SUCCESSFUL BIDDER recognizes that delivery of Ferric Chloride meeting the requirements of these specifications is the SUCCESSFUL BIDDER'S sole responsibility and that the DISTRICT shall not be required to accept delivery of any amount of Ferric Chloride not complying with the quality requirements of these specifications.
- 13.2.1 "Acceptance of Delivery" shall for the purpose of this agreement occur when the DISTRICT transfers a delivery of Ferric Chloride from the SUCCESSFUL BIDDER'S delivery vehicle to the DISTRICT'S onsite storage facility(s) and/or Storage Totes. The SUCCESSFUL BIDDER shall remain solely responsible for the quality of Ferric Chloride prior to acceptance of delivery; acceptance of delivery by the DISTRICT shall not in any respect release the SUCCESSFUL BIDDER from liability for damages to the DISTRICT as a result of delivery by the SUCCESSFUL BIDDER of any load, which at time of delivery did not meet the DISTRICT'S minimum quality standards.
- 13.2.2 The SUCCESSFUL BIDDER failure to provide Ferric Chloride proper quality will constitute a breach of this agreement, for which the DISTRICT may seek alternative sources of suitable materials at the SUCCESSFUL BIDDER'S expense, remedies herein, or other remedies as otherwise available by law or equity. In any event, the DISTRICT shall not be responsible for payment of compensation to the SUCCESSFUL BIDDER for delivery of Ferric Chloride, which does not substantially conform to the requirements stated within these specifications.

**14.0 MINIMUM REQUIREMENTS:**

- 14.1 The Ferric Chloride chemicals will be used primarily for coagulating undigested activated sewage sludge to aid in filtration on drum-type vacuum filters at the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Ave., Las Vegas, NV 89122. The sewage sludge solids after filtration shall be disposed of by land fill.
- 14.2 **Description:**
- 14.2.1 The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine, and iron ore. Use of byproducts generated from the production of other materials (such as titanium dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.
- 14.2.2 The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to meet the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.
- 14.3 **Physical:**
- 14.3.1 The Ferric Chloride provided shall be red-brown clear, such that the reading of Rota meter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid delivered product shall be free of sand, grit and other materials that may plug up the delivery apparatus; it shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.



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**14.4 Chemical Composition:**

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

**15.0 ANALYSIS & SAMPLING:**

**15.1 Analysis:**

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

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

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

15.1.3.1 Production lot number

15.1.3.2 Delivery Date

15.1.3.3 All Impurities listed in Specification No. 16.2

15.1.3.4 Source of water used to prepare the Ferric Chloride

15.1.3.5 Source of water used to perform any subsequent dilutions of the Ferric Chloride prior to delivery to the DISTRICT

15.1.3.6 Cadmium, mg Cd/L

15.1.3.7 Chromium, mg Cr/L

15.1.3.8 Copper, mg Cu/L

15.1.3.9 Mercury, mg Hg/L

15.1.3.10 Molybdenum, mg Mo/L

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

**15.2 Sampling:**

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

**15.3 Delivered Sampling:**

15.3.1 A sample may be required from the SUCCESSFUL BIDDER. Upon receipt of a written request, within ten (10) calendar days, the SUCCESSFUL BIDDER shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Ferric Chloride Sample, Contract No. ITB-190032" and identify the manufacturer and manufacturer's plant location.

15.3.2 Location for shipping the samples is as follows:

Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Ferric Chloride Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122

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

**16.0 CONTAMINATION:**

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

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

<u>IMPURITY</u>	<u>IMPURITY LEVEL</u>
	Mg/L or ppm
16.2.1 Arsenic	80
16.2.2 Cadmium	30
16.2.3 Chromium	80
16.2.4 Copper	80
16.2.5 Lead	80
16.2.6 Mercury	3
16.2.7 Molybdenum	20
16.2.8 Perchlorate	Less than 20 ppb
16.2.9 Selenium	20
16.2.10 Silver	80

**17.0 DELIVERY LOGISTICS:**

17.1 Tanker truck deliveries of Ferric Chloride shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Ferric Chloride. The DISTRICTS current delivery schedule is approximately: three truck/tanker every four days including weekends, **which equates to approximately 0.87 loads/day or 26.5 loads/month on average.**

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

17.2 Delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date.

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**NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.**

- 17.3 The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs. containers for deliveries to the DISTRICT. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.
- 17.4 Certificate of Analysis: It is the SUCCESSFUL BIDDER'S responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the DISTRICT. The certificate shall be signed by an authorized employee of the SUCCESSFUL BIDDER and specify the following information to the DISTRICT Designated Representative:
  - 17.4.1 Production lot number
  - 17.4.2 Percent by weight – total iron
  - 17.4.3 Percent by weight – ferric iron
  - 17.4.4 Percent by weight – ferrous iron
  - 17.4.5 Percent free hydrochloric acid
  - 17.4.6 Liquid specific gravity
  - 17.4.7 Date of analysis
  - 17.4.8 Date of manufacture
  - 17.4.9 Bill of Lading Number
- 17.5 No deliveries will be accepted by the DISTRICT unless accompanied by a Material Compliance Certificate of analysis for the specific batch or lot of chemicals delivered and the specifications listed above are met.
- 17.6 Sampling and testing shall be conducted in accordance with the AWWA/ANSI and ASTM specifications.
- 17.7 Charges for the certificate of analysis shall be factored and included within the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.
- 17.8 A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.
- 17.9 Failure to provide reliable, analytical data may constitute a breach of contract.
- 18.0 **BILL OF LADING:**
  - 18.1 The bill of lading shall contain the following information:
    - 18.1.1 Product name & uniform CAS number
    - 18.1.2 Net Weight
    - 18.1.3 % FeCl<sub>3</sub>
    - 18.1.4 Specific Gravity
    - 18.1.5 Date Delivered
    - 18.1.6 Reference number

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18.1.7 District Purchase Order number

18.1.8 Point of Origin

18.2 Support documentation may be attached but the above must be on the bill of lading.

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**19.0 LOT 4 - GENERAL REQUIREMENTS FOR SODIUM BISULFITE:**

- 19.1 All deliveries of (37.5 -40%) Liquid Sodium Bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 19.2 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The SUCCESSFUL BIDDER shall bill by weight of NaHSO<sub>3</sub> in pounds. The SUCCESSFUL BIDDER shall calculate the weight of NaHSO<sub>3</sub> in each shipment as follows:
  - 19.2.1 Wt. of NaHSO<sub>3</sub> in shipment, in lb = (shipment wt., in lb)(NaHSO<sub>3</sub>, in % by wt.)
  - 19.2.2 Cost of shipment, in \$ = (wt. of NaHSO<sub>3</sub> in shipment, in lb)(cost of NaHSO<sub>3</sub>, in \$/lb of NaHSO<sub>3</sub>)
- 19.3 The SUCCESSFUL BIDDER shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:
  - 19.3.1 Date of delivery
  - 19.3.2 Gross weight of delivery vehicle and product in pounds
  - 19.3.3 Tare weight of delivery vehicle in pounds
  - 19.3.4 Net weight of product in the delivery vehicle in pounds
  - 19.3.5 It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Bisulfite delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Bisulfite in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Bisulfite from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
  - 19.3.6 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 19.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT that include the following:
  - 19.4.1 Date of delivery
  - 19.4.2 The weight of product (solution) delivered in pounds
  - 19.4.3 The weight of percentage of NaHSO<sub>3</sub> in the solution delivered
  - 19.4.4 Calculation of the weight of NaHSO<sub>3</sub> in the shipment, in pounds
  - 19.4.5 Calculation of the cost of the shipment, in US dollars
- 19.5 Bidder(s) shall bid unit and extended costs in \$/lb of NaHSO<sub>3</sub>

**20.0 CHEMICAL COMPOSITION:**

- 20.1 The Liquid Sodium Bisulfite shall be clear and shall contain less than or equal to .5% insoluble matter by weight.
- 20.2 37.5-40% Liquid Sodium Bisulfite, the Liquid Sodium Bisulfite shall contain 37.5% to 40% Sodium Bisulfite (23.1% to 24.69% available Sulfur Dioxide) by weight. The specific gravity of the Liquid Sodium Bisulfite shall be 1.307 to 1.330 (at 60 °F).
- 20.3 The Liquid Sodium Bisulfite shall contain less than or equal 2% sodium sulfate by weight.



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- 20.4 The Liquid Sodium Bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the Liquid Sodium Bisulfite, the DISTRICT to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.
- 20.5 The Liquid Sodium Bisulfite shall not contain any foreign matter that may damage the DISTRICT'S equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the SUCCESSFUL BIDDER'S equipment. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from such foreign material.
- 20.6 Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Bisulfite supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.
- 20.7 The DISTRICT reserves the right to add specific impurity listings and maximum impurity level to the existing listings as is required to meet all permit limits and water quality standards.
- 20.8 Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Bisulfite shall be limited as follows:

20.8.1	<u>Impurity</u>	<u>Maximum Concentration in mg/L</u>	<u>Maximum Reporting Detection Limit in mg/L</u>
20.8.2	total antimony	75	15
20.8.3	total arsenic	50	10
20.8.4	total barium	1000	200
20.8.5	total beryllium	50	10
20.8.6	total boron	75	15
20.8.7	total cadmium	2	0.4
20.8.8	total chromium	20	4
20.8.9	total copper	4	0.8
20.8.10	total iron	50	10
20.8.11	total lead	1	0.2
20.8.12	total manganese	40	8
20.8.13	total mercury	0.01	0.002
20.8.14	total molybdenum	2	0.4
20.8.15	total nickel	10	2
20.8.16	total selenium	3	0.6
20.8.17	total silver	10	2
20.8.18	total thallium	10	2
20.8.19	total zinc	30	6

Note: The maximum concentrations for metals were calculated from the expected quantity to be used at the FWRC for dichlorination and water quality standards in the Clark County Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

20.8.20 Any water used to make up the Liquid Sodium Bisulfite must contain less than 20 µg per chlorate/L.

20.8.21 The SUCCESSFUL BIDDER shall ensure all loads of the Liquid Sodium Bisulfite meet the minimum requirements as stated within. After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the Liquid Sodium Bisulfite from a typical lot and determine all the constituents listed in Item 30.2) and specific gravity. Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.** The sampling shall conform to industry standard practices. The analytical laboratory and

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their sample preparation and analysis methods must be acceptable to the DISTRICT. The reporting units and maximum analytical reporting detection limits are listed in Item 20.8) above.

20.8.22 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Bisulfite contain less than 20 µg per chlorate/L. The SUCCESSFUL BIDDER may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or the SUCCESSFUL BIDDER may collect and analyze samples of the make-up water(s). The determination of per chlorate must be performed by the ion chromatographic method.

20.8.23 The SUCCESSFUL BIDDER shall complete the sampling and analysis processes described above once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each report to the DISTRICT on or before the last day of each calendar quarter.

20.8.24 The SUCCESSFUL BIDDER shall submit the report described above to:

Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Sodium Bisulfite Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122

The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

20.8.25 The Liquid Sodium Bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage vessels.

#### **21.0 CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE:**

21.1 The SUCCESSFUL BIDDER shall submit a certificate of analysis to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the certificate to the DISTRICT'S Designated Representative(s) receiving the shipment. The certificate shall contain the following lot-specific information:

21.1.1 Production lot or batch number

21.1.2 Date of manufacture

21.1.3 Specific gravity

21.1.4 Sodium bisulfite, in % NaHSO<sub>3</sub>, and % available SO<sub>2</sub>, by weight

21.1.5 Sodium sulfate, in % Na<sub>2</sub>SO<sub>4</sub>, by weight

21.1.6 Insoluble matter, in %, by weight

21.1.7 Date(s) of analyses

21.2 Failure of SUCCESSFUL BIDDER to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities on 20.0 above, shall also be sufficient cause to reject the load.

21.3 The SUCCESSFUL BIDDER shall include any charges for the certificates in the bid price.

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**22.0 DELIVERY LOGISTICS:**

- 22.1 Tanker truck deliveries of Liquid Sodium Bisulfite shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Bisulfite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every seven weeks, **which equates to approximately 7 loads per year.**
- 22.1.1 Tanker truck deliveries of Liquid Sodium Bisulfite shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The DISTRICT will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Sodium Bisulfite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every five/six weeks, which equates to approximately 600-800 gallons per load at 7-10 times per year.
- 22.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Bisulfite to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.
- 22.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 22.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 22.5 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Bisulfite delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Aluminum Sulfate delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Aluminum Sulfate in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Aluminum Sulfate from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 22.6 The Liquid Sodium Bisulfite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- 22.7 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Bisulfite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- 22.8 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Bisulfite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment and shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER driver shall follow the instructions posted at the unloading station.
- 22.9 The SUCCESSFUL BIDDER driver shall follow all DISTRICT security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 22.10 Before unloading, the SUCCESSFUL BIDDER driver shall notify DISTRICT Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies, and statutes must be provided when the Liquid Sodium Bisulfite is delivered.

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- 22.11 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Bisulfite to determine if the liquid sodium bisulfite meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 22.11.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Bisulfite, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Bisulfite within 24 hours of being notified by the DISTRICT, without any additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Bisulfite and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.
- 22.12 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 22.13 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Bisulfite to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 22.14 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.
- 22.14.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

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#### **23.0 LOT 5 - GENERAL REQUIREMENTS FOR SODIUM HYDROXIDE (CAUSTIC SODA):**

- 23.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hydroxide meet all requirements of this CONTRACT and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 23.2 Prospective Bidder(s) shall bid unit and extended costs in \$/lb of Na<sub>2</sub>O (76% basis).
- 23.3 The SUCCESSFUL BIDDER shall bill by weight of Na<sub>2</sub>O (76% basis) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the weight of Na<sub>2</sub>O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:
  - 23.3.1  $\text{Wt. of Na}_2\text{O in shipment} = (\text{shipment wt., in lb})(\text{Na}_2\text{O, in \% by wt.})$
  - 23.3.2  $\text{Wt. of Na}_2\text{O (76\% basis) in shipment} = (\text{wt. of Na}_2\text{O in shipment})/0.76$
  - 23.3.3  $\text{Cost of ship., in \$} = [\text{wt. of Na}_2\text{O (76\% basis) in ship., in lb}][\text{cost of Na}_2\text{O, in \$/lb of Na}_2\text{O (76\% basis)}]$
  - 23.3.4 Note: Na<sub>2</sub>O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.
- 23.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
  - 23.4.1 Date of delivery
  - 23.4.2 The weight of product (solution) delivered in pounds
  - 23.4.3 The weight percent of Na<sub>2</sub>O in the solution delivered
  - 23.4.4 Calculation of the weight of Na<sub>2</sub>O delivered
  - 23.4.5 Calculation of the weight of Na<sub>2</sub>O (76% basis) delivered
  - 23.4.6 Calculation of the cost of the shipment, in dollars
  - 23.4.7 Calculation of the weight percent of NaOH in the solution delivered

#### **24.0 COMPLIANCE WITH STANDARDS:**

- 24.1 The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.
- 24.2 The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3<sup>rd</sup> party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award. The SUCCESSFUL BIDDER shall supply evidence of this certification throughout the term of the contract.
- 24.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.
- 24.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

#### **25.0 CHEMICAL COMPOSITION/IMPURITIES:**



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25.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

25.2 The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

		NaOH, in % by wt.	Na <sub>2</sub> O, in % by wt.	Specific Gravity at 20 °C
25.2.1	Minimum	20	15.5	1.219
25.2.2	Target	22	17.0	1.240
25.2.3	Maximum	25	19.4	1.273

25.3 The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

25.4 The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of Liquid Sodium Hydroxide, to violate any existing DISTRICT permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Sodium Hydroxide supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

25.5 The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage vessels.

25.6 The DISTRICT reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.

25.7 Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 µg of perchlorate/L.

**26.0 DELIVERY DOCUMENTS:**

26.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

26.1.1 Date of delivery,

26.1.2 Bill of Lading/Weigh Slip Number

26.1.3 Gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,

26.1.4 Tare weight of delivery vehicle in pounds, and

26.1.5 Net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.

26.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:

26.2.1 Production lot or batch number

26.2.2 Specific gravity, at 20 °C

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- 26.2.3 Na<sub>2</sub>O, in %, by weight, determined as described in ANSI/AWWA Standard B501
- 26.2.4 NaOH, in % by weight, calculated from % Na<sub>2</sub>O
- 26.2.5 Date of Certificate
- 26.2.6 Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na<sub>2</sub>O)(Na<sub>2</sub>O, in % by wt.)
- 26.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
- 26.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.
- 27.0 DELIVERY LOGISTICS:**
- 27.1 Tanker truck deliveries of Liquid Sodium Hydroxide shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hydroxide. The DISTRICTS current delivery schedule is approximately: One truck/tanker every six months, **which equates to approximately 2 loads per year.**
- 27.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hydroxide to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.
- 27.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 27.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 27.5 The SUCCESSFUL BIDDER shall make any necessary dilutions at external sites to ensure that a homogeneous, well-mixed product is delivered to the DISTRICT.
- 27.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hydroxide delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 27.7 The Liquid Sodium Hydroxide shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- 27.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- 27.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.

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- 27.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
  
- 27.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies, and statutes must be provided when the Liquid Sodium Hydroxide is delivered.
  
- 27.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hydroxide to determine if the Liquid Sodium Hydroxide meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
  
- 27.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.
  
- 27.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
  
- 27.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hydroxide to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
  
- 27.15 Delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

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## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-240013

#### **28.0 LOT 6 - GENERAL REQUIREMENTS FOR SODIUM HYPOCHLORITE:**

- 28.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hypochlorite meet the requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 28.2 Prospective Bidder(s) shall bid unit cost in \$/gallon.
- 28.3 The SUCCESSFUL BIDDER shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment is as follows:
- 28.3.1  $\text{Vol. of Liq. Sod. Hypo., in gal} = (\text{wt. of Liq. Sod. Hypo., in lb}) / (\text{density of the Liq. Sod. Hypo., in lb/gal})$
- 28.3.2  $\text{Cost of shipment, in \$} = (\text{vol. Liq. Sod. Hypo. in ship., in gal}) (\text{unit cost of Liq. Sod. Hypo., in \$/gal}) (\text{wt. of NaOCl in ship., in lb} = (\text{wt. of Liq. Sodium Hypo. in ship., in lb}) (\text{NaOCl conc., in \% by wt.})$
- 28.3.3  $\text{Cost of shipment, in \$} = (\text{wt. of NaOCl in shipment, in lb}) (\text{unit cost of NaOCl, in \$/lb of NaOCl})$
- 28.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
- 28.4.1 Date of delivery
- 28.4.2 Bill of lading number, or other mechanism to definitively link the invoice to a delivery
- 28.4.3 The weight of liquid sodium hypochlorite delivered in pounds.
- 28.4.4 Calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCl in the liquid sodium hypochlorite delivered).
- 28.4.5 Calculation of the cost of the shipment in pounds.

#### **29.0 COMPLIANCE WITH STANDARDS:**

- 29.1 The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- 29.2 The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3<sup>rd</sup> party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award.
- 29.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite CONTRACT for breach.
- 29.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

#### **30.0 CHEMICAL COMPOSITION/IMPURITIES:**

- 30.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. In particular the manufacturing processes or materials impacting the concentration of impurities.
- 30.2 The Liquid Sodium Hypochlorite shall be clear.

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-240013

30.3 The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

30.3.1	Parameter	Minimum
30.3.2	g of available chlorine/L	143 g/L
30.3.3	available chlorine trade (volume) percent	14.3%
30.3.4	available chlorine weight percent	11.9%
30.3.5	g sodium hypochlorite/L	150 g/L
30.3.6	sodium hypochlorite weight percent	12.5%

30.4 The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

30.4.1	Parameter	Condition
30.4.2	total free alkali, expressed as NaOH, by weight	maximum 1.5% wt.
30.4.3	pH, in pH units	11 to 13
30.4.4	specific gravity, at 20 °C (report only)	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

30.5 The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

30.6 The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, the DISTRICT'S normal usage of the Liquid Sodium Hypochlorite to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to directly attribute to the Liquid Sodium Hypochlorite supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

30.7 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

30.8 Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

30.8.1	<u>Impurity</u>	<u>Maximum Concentration in</u> <u>mg/L</u>	<u>Maximum Reporting Detection Limit</u> <u>in mg/L</u>
30.8.2	total antimony	25	5
30.8.3	total arsenic	20	4
30.8.4	total barium	350	70
30.8.5	total beryllium	20	4
30.8.6	total boron	25	5
30.8.7	total cadmium	0.5	0.1
30.8.8	total chromium	5	1
30.8.9	total cobalt	0.25	0.10
30.8.10	total copper	0.1	0.05
30.8.11	total iron	1	0.2
30.8.12	total lead	0.5	0.1
30.8.13	total manganese	0.75	0.15
30.8.14	total mercury	0.01	0.002
30.8.15	total molybdenum	1	0.2
30.8.16	total nickel	0.25	0.1
30.8.17	total selenium	1	0.2
30.8.18	total silver	2.5	0.5



## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-240013

30.8.19	total thallium	2.5	0.5
30.8.20	total zinc	10	2

30.9 Note: The maximum concentrations for metals were calculated from the expected quantity to be used at the DISTRICT for disinfection and water quality standards in the Clark County Wash. The maximum concentrations for iron, nickel, cobalt, copper, and manganese were lowered from the calculated values because of the effect of these metals on the stability of hypochlorite solutions.

30.9.1	Impurity	Maximum Concentration	Maximum Reporting Detection Limit
30.9.2	chlorate	3 g/L	1 g/L
30.9.3	water-insoluble matter	0.15%, by wt.	0.05%, by wt.

30.10 The DISTRICT reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

30.11 Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 µg of perchlorate/L.

30.12 Before the initial delivery, the SUCCESSFUL BIDDER shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the DISTRICT.

30.12.1 Production lot number,

30.12.2 Date of manufacture,

30.12.3 Sodium hypochlorite, in % NaOCl, by weight

30.12.4 Total free alkali (excess caustic), expressed as NaOH, in %, by weight

30.12.5 pH, in pH units

30.12.6 Specific gravity, at 20 °C

30.12.7 All of the impurities cited in Item I above, and

30.12.8 Dates of analyses

30.13 Note: The reporting detection limit for each impurity must be less than or equal to the maximum reporting detection limit listed in the table.

30.14 The SUCCESSFUL BIDDER shall supply the DISTRICT a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the SUCCESSFUL BIDDER, certifying that the sample supplied to the laboratory was unaltered and represents the Liquid Sodium Hypochlorite (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 µg perchlorate/L. The DISTRICT may use analytical data generated by the SUCCESSFUL BIDDER of the make-up water(s) or may collect and analyze samples of the make-up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

30.15 The SUCCESSFUL BIDDER shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.

<b>SECTION E – SPECIFICATIONS/SCOPE OF WORK</b> <b>SOLICITATION NO.: ITB-240013</b>
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- 30.16 The SUCCESSFUL BIDDER shall submit the report described above to:

Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Liquid Sodium Hypochlorite Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122

The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

- 30.17 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

**31.0 DELIVERY DOCUMENTS:**

- 31.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

31.1.1 Date of delivery,

31.1.2 Bill of Lading/Weigh Slip Number

31.1.3 Gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,

31.1.4 Tare weight of delivery vehicle in pounds, and

31.1.5 Net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.

31.1.6 Number of gallons

- 31.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:

31.2.1 Production lot number,

31.2.2 Date of manufacture,

31.2.3 Sodium hypochlorite, in % NaOCl, by weight

31.2.4 Total free alkali (excess caustic), expressed as NaOH, by weight

31.2.5 Specific gravity, at 20 °C

31.2.6 Temperature of the delivered Liquid Sodium Hypochlorite, in °F, and

31.2.7 Date of Certificate

- 31.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

31.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.

**32.0 DELIVERY LOGISTICS:**

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-240013

- 32.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The DISTRICT will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every nine days including weekends, **which equates to approximately 56 loads per year.**
- 32.1.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The DISTRICT will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every month, which equates to approximately 4167 gallons per load at 12 times per year.
- 32.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hypochlorite to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.
- 32.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 32.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 32.5 The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The SUCCESSFUL BIDDER shall measure the temperature of the product delivered just prior to, or during, transfer into the DISTRICT'S storage tanks/vessels. The SUCCESSFUL BIDDER shall hand write the measured temperature on the Certificate of Analysis or Conformance as within 31.2.6. The SUCCESSFUL BIDDER shall initial and date the recorded temperature.
- 32.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hypochlorite delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 32.7 The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- 32.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- 32.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.
- 32.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 32.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative.

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-240013

The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies, and statutes must be provided when the Liquid Sodium Hypochlorite is delivered.

- 32.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hypochlorite to determine if the Liquid Sodium Hypochlorite meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 32.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.
- 32.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 32.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hypochlorite to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 32.15 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 3:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.
- 32.15.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

### 33.0 QUANTITY:

- 33.1 The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

33.1.1	Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at location	Average Delivery Freq., Number/Month
33.1.2	FWRC	278000	2782224	347778	East & West Campus	5
33.1.3	LWRC	50000	500400	62550	Laughlin, NV	1

- 33.2 Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight. This quantity is the DISTRICT'S best estimate of the expected annual usage. However, changes in the operation of the treatment plants could decrease or increase usage.

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## SECTION E – SPECIFICATIONS/SCOPE OF WORK

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#### **34.0 SILENCE OF SPECIFICATIONS:**

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

#### **35.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:**

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

#### **36.0 REJECTION OF MATERIAL(S):**

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

#### **37.0 REPORTS:**

- 37.1 The SUCCESSFUL BIDDER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Procurement Solutions Section and/or each participating DISTRICT Department within 30 days at the end of each quarter. The end of the quarter is defined as every fourth month of the calendar year.
- 37.2 The SUCCESSFUL BIDDER shall submit one of the following reports independently or in combination quarterly until the end of the contract term.
- 37.2.1 **Itemized Report:** Shall consist of all items purchased by each of the DISTRICT'S Departments for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders.**
- 37.2.2 **Department Report:** Shall include DISTRICT Department name, account number, date of last purchase, and total dollars purchased for the previous quarter.
- 37.2.3 **Fill Rate Report by Department:** Shall include the number of orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the Successful Bidder shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.
- 37.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering DISTRICT Department.

#### **38.0 DISTRICT SITES:**

- 38.1 The DISTRICT Department locations and hours of operation are as follows:

LOCATION	HOURS OF OPERATION& DAYS OF OPERATION
Flamingo Water Resource Center location at 6000 E. Rochelle Ave., Las Vegas, NV 89122	6:00 am - 3:00 pm Monday through Friday



SECTION E – SPECIFICATIONS/SCOPE OF WORK	
SOLICITATION NO.: ITB-240013	
Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029	6:00 am - 2:00 pm Monday through Friday

**39.0 PRICING:**

**39.1** *This bid consists of six (6) lots. For each lot, the award will be made to the lowest responsive and responsible bidder per lot. Bidders may bid selective lot(s) and/or all lots. Regardless, of the selected lot(s), Bidders must bid all line items within the respective lot(s) to be considered responsive.*

**40.0 CHEMICAL SERVICING REQUIREMENTS:**

- 40.1** All Chemical(s) are to be delivered as soon as possible after purchase orders are issued for procurements, following accepted shipping and/or back ordering methods. Back orders shall be filled within 10 business days. Chemical(s) undeliverable within this period require contacting the DISTRICT Purchasing Administrator or designee so that Departmental end-users may be updated, and/or alternative procurement methodologies can be pursued.
- 40.2** SUCCESSFUL BIDDERS are not permitted to place a hold on partial deliveries in anticipation of beating the 10-day deadline with full orders. Chemical(s) must always be delivered ASAP to the DISTRICT'S receiving dock or designated location as requested.
- 40.3** Shipments made to outlying areas should be made with the same urgency and attention as the direct shipments to the DISTRICT'S (FWRC) location. Chemical(s) shipped direct to outlying areas (Laughlin) should be made by best available method.

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**SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS**  
**SOLICITATION NO.: ITB-240013**

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

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

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

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Insurance Requirements (Attachment "A")
Affidavit for Sole Proprietor (ONLY) (Attachment "B")



January 29, 2024

**SUBJECT:** Addendum No. 1 for Wastewater Treatment Chemicals

**REFERENCE:** Invitation to Bid (ITB) No. 240013

**TO:** All Prospective Bidders:

This Addendum is being issued for the following reasons:

- **THE FOLLOWING QUESTIONS AND CLARK COUNTY WATER RECLAMATION DISTRICT (DISTRICT) RESPONSES ARE HEREBY INCORPORATED AND MADE A PART OF THE ITB:**

1. May I get the last bid tab and current supplier/price for Ferric Chloride?

**Answer:** Yes, please see Attachment 1 entitled Current Contract No. 190032 Bid Tabulation. The District's current price for Ferric Chloride is \$1,289.00 per Dry Ton/Delivered.

2. Is there an odor control bid out, as well?

**Answer:** Currently, the District does not have an Order Control Solicitation out. All District open solicitations can be viewed from its website at <https://www.cleanwaterteam.com/doing-business/procurement/bid-opportunities>.

3. Could you please supply us with the previous bid tabulation to the current bid "Wastewater Treatment Chemicals" due 02/15/2024?

**Answer:** Please see Answer/Response to Question 1 of Addendum 1.

4. If different from the bid tabulation, please provide current supplier pricing?

**Answer:** The following are the contract holders' current prices for the various chemicals:

**Thatcher Company – Aluminum Sulfate (Las Vegas Water Resource Center) \$647.00 dry ton/delivered and (Laughlin Water Resource Center) \$702.00 dry ton/delivered;**  
**Citric Acid (Las Vegas Water Resource Center) \$1.78 wet lb./delivered;**  
**Sodium Bisulfite (Las Vegas Water Resource Center) \$0.86 dry lb./delivered and (Laughlin Water Resource Center) \$1.27 dry lb./delivered;**  
**Sodium Hydroxide (Caustic Soda) (Las Vegas Water Resource Center) \$0.34 wet lb./delivered.**

**Pencco Inc. – Ferric Chloride (Las Vegas Water Resource Center) \$1,289.00 dry ton/delivered.**

**Pioneer Americas LLC/Olin Corporation – Sodium Hypochlorite (Las Vegas Water Resource Center) \$2.12 per gallon/delivered and (Laughlin Water Resource Center) \$2.212 per gallon/delivered.**

**BOARD OF TRUSTEES**

Tick Segerblom, *Chair* • Justin Jones, *Vice Chair*  
James B. Gibson • Marilyn Kirkpatrick • William McCurdy II • Ross Miller • Michael Naft  
Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road • Las Vegas, Nevada 89122 • (702) 668-8888 • (800) 782-4324  
[cleanwaterteam.com](http://cleanwaterteam.com)

**ADDENDUM 1  
WASTEWATER TREATMENT CHEMICALS  
SOLICITATION NO. ITB-240013**

5. Approximately when after the bid opening would you anticipate the first delivery for Ferric Chloride would occur on the new contract?

**Answer: It is anticipated that this new contract 240013 will begin on September 1, 2024. Therefore, the first orders/deliveries for Ferric Chloride shall be requested and fulfilled within this timeframe.**

6. Can you please send the last bid tab on file for Water Treatment Chemicals. Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)?

---

**Answer: Please see Answer/Response to Question 1 of Addendum 1.**

7. Will Clark County accept a \$ 50,000 deductible as section 5.1 asks for \$ 25,000?

**Answer: No. The insurance requirements for this current Clark County Water Reclamation District ITB 240013, Per Attachment A - Insurance Requirements, Provision 5.0 Deductibles, Item 5.1 requires suppliers' deductibles to not exceed \$25,000.**

8. Is the aluminum sulfate UOM bid in dry lbs or wet lbs?

**Answer: Dry Ton.**

9. Does the awarded vendor have to agree to inter-local government usage?

**Answer: No. Per ITB SECTION C – GENERAL TERMS AND CONDITIONS, Provision 36.0 USE BY OTHER GOVERNMENT ENTITIES: 36.1 Nevada Revised Statutes 332.195 allows local governments to join or use the contracts of other local governments or the State of Nevada, with the authorization of contracting Supplier.**

**However, please be advised that it is highly encouraged that the SUCCESSFUL BIDDERS will accept joinders from other agencies because currently several Local Nevada Government Agencies are joined onto the DISTRICT'S Wastewater Treatment Chemicals contract.**

10. On page 12, Method of Award, mentions you need to bid on all items to be considered. Is this accurate?

**Answer: The bidder must bid on all items referenced within the specific LOT to be considered and/or deemed as the lowest responsive bidder for the specific LOT.**

11. On pg 35, sec 7.13, it is mentioned that aluminum sulfate may be required to be supplied in totes. Can the bidder provide a separate tote price or adjust the awarded price for tote delivery?

**Answer: No. The unit price as reflected within this bid and/or any approved annual price increase/decrease shall be the official price used to determine the adjusted tote rate based upon the amount of chemical needed (i.e. the Annual Rate for Aluminum Sulfate is \$647.00 per dry ton (2,000 lb) and it takes 500 dry lb to complete a tote order, the price of tote inclusive of delivery shall be \$161.75). Unit price \$647 / 2,000lb = \$0.3235 per dry lb x 500 dry lb = \$161.75.**

12. What is the current price of liquid aluminum sulfate?

**Answer: Please see Answer/Response to Question 4 of Addendum 1.**

**ADDENDUM 1  
WASTEWATER TREATMENT CHEMICALS  
SOLICITATION NO. ITB-240013**

**\*NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AND ANSWERED\***

When issued, this Addendum shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Addendum. All revisions, responses, and answers incorporated into this Addendum are collaboratively from both the DISTRICT Purchasing Solutions Section and the applicable End-User Department. It is the responsibility of the bidder to ensure that he/she has obtained all such Addendum(s). By submitting a bid on this project, bidders shall be deemed to have received all Addendum(s) and to have incorporated them into this ITB.

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If you have any questions or if further clarification is needed regarding this ITB, please contact me.

*Douglas Moore*

Douglas Moore  
Sr. Purchasing Analyst  
702-668-8094  
E-mail: [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com)



**CLARK COUNTY WATER RECLAMATION DISTRICT  
BOARD OF TRUSTEES  
AGENDA ITEM**

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**Petitioner:** Thomas A. Minwegen, General Manager

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**Recommendation:**

**Approve the award of District ITB No. 240013, Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite), to the lowest responsive and responsible bidders; contingent upon submission of required insurance. Staff recommends award of Lots 1 and 5 to Thatcher Company of Nevada, Inc. (Michael T. Mitchell, President); Lots 2 and 4 to Brenntag Pacific, Inc. (W. Thomas Crain, Jr., President); Lot 3 to Pencco, Inc. (Sarah Duffy, Bid Secretary); and Lot 6 to Pioneer Americas LLC, a wholly subsidiary of Olin Corporation (Joy Burris, Bleach Marketing Director); or take other action as appropriate. (For possible action)**

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**FISCAL IMPACT:**

Fund #:	O&M Funds	Fund Name:	CCWRD General Funds
Fund Center:	CCWRD Funds	Funded PGM/Grant:	N/A
Amount:	\$5,919,482 estimated annually		
Description:	Wastewater Treatment Chemicals		
Additional Comments:	The expenditures will be allocated based on approved budgets		

**BACKGROUND:**

To aid the overall wastewater treatment process, the District utilizes a large volume of a variety of chemicals at its treatment facilities, including aluminum sulfate, citric acid, ferric chloride, sodium bisulfite, sodium hydroxide, and sodium hypochlorite. Chemical expenses continue to be one of the largest operational expenditures to treat the wastewater.

Invitation to Bid (ITB) No. 240013, for the procurement of Wastewater Treatment Chemicals, was advertised on January 8, 2024, in the Las Vegas Review Journal and posted on the District website. On February 15, 2024, seven (7) firms responded by submitting bids. See Attachment 1 for bid summary.

Staff recommends that the bid be awarded to Thatcher Company of Nevada, Inc. (LBE) for Lots 1 & 5; Brenntag Pacific, Inc. (LBE) for Lots 2 & 4; Pencco Inc. (LBE) for Lot 3; and Pioneer Americas LLC, a wholly subsidiary of Olin Corporation (LBE), for Lot 6, as the lowest responsive and responsible bidders for the named lots.

The following are the pertinent provisions of the contract:

- The initial term of the contract is from September 1, 2024 through August 31, 2025;
- The contract includes the option to renew for four (4) additional one-year periods, with a price increase not to exceed 15% for each year of the contract term;
- The contract includes the option to terminate or suspend for cause or convenience with advance written notice of intent.

Cleared for Agenda

**04/02/2024**

File ID#

**24-398**

In accordance with Nevada Revised Statute (NRS) 332.065, if the governing body or its authorized representative has advertised for or requested bids in letting a contract, the governing body or its authorized representative must award the contract to the lowest responsive and responsible bidder. Clark County Business License has determined that Thatcher Company of Nevada, Inc., Brenntag Pacific, Inc., Pencco Inc., and Pioneer Americas LLC, a wholly subsidiary of Olin Corporation, do not require a business license or business registration.

This agenda item has been reviewed and approved by the District General Counsel.

**BOT AGENDA ATTACHMENT 1****BID SUMMARY (YEAR ONE (1) ANNUAL AMOUNT)****LOT 1 – Aluminum Sulfate**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Line 2: Laughlin</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Thatcher Co. of Nevada, Inc.</i>	<b>\$633.00/dt</b>	<b>\$653.00/dt</b>	<b>\$988,462.00</b>
Chemtrade Chemicals US LLC	\$750.00/dt	\$750.00/dt	\$1,165,500.00

**LOT 2 – Citric Acid**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Brenntag Pacific, Inc.</i>	<b>\$0.8300/wet lb</b>	<b>\$112,050.00</b>
Thatcher Co. of Nevada, Inc.	\$0.97/wet lb	\$130,680.00
Chemrite, Inc.	\$1.06/wet lb	\$143,640.00

**LOT 3 – Ferric Chloride**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Pencoco, Inc.</i>	<b>\$1,257.00/dt</b>	<b>\$3,959,550.00</b>
Kemira Water Solutions, Inc.	\$1,295.00/dt	\$4,079,250.00

**LOT 4 – Sodium Bisulfite**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Line 2: Laughlin</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Brenntag Pacific, Inc.</i>	<b>\$0.6300/dry lb</b>	<b>\$1.6800/dry lb</b>	<b>\$147,210.00</b>
Thatcher Co. of Nevada, Inc.	\$0.78/dry lb	\$1.21/dry lb	\$162,245.00

**LOT 5 – Sodium Hydroxide**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Thatcher Co. of Nevada, Inc.</i>	<b>\$0.18/wet lb</b>	<b>\$12,250.00</b>
Brenntag Pacific, Inc.	\$0.21/wet lb	\$14,700.00

**LOT 6 – Sodium Hypochlorite**

<b><u>Bids Received</u></b>	<b><u>Line 1: FWRC</u></b>	<b><u>Line 2: Laughlin</u></b>	<b><u>Total Bid Amount</u></b>
<i>*Pioneer Americas LLC is wholly subsidiary of Olin Corporation</i>	<b>\$2.1200/gal</b>	<b>\$2.2120/gallons</b>	<b>\$699,960.00</b>

\* Lowest Responsive and Responsible Bidder per respective lot(s).

**EXHIBIT I – OFFER AND ACCEPTANCE FORM**  
**SOLICITATION NO.: ITB-240013**

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS THAT THE ITEMS IN THIS INVITATION TO BID, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE CONTRACT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS BID, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINETY (90) DAYS.

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

Respectfully Submitted:

Pencco, Inc.

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

District Vendor No. (If already doing business with District): 22681

Federal Identification Number: 74-2333384

By:

(Signature of Authorized Officer or Agent)

Printed Name: Sarah Duffy

Title: Bid Sec.

Date: 2/13/2024

Address of Bidder: PO Box 600

Street Address or P.O. Box

San Felipe Tx 77473

City – State – Zip Code

Telephone No. of Bidder: ( 979 ) 885-0005

Fax No. of Bidder: ( 979 ) 885-3208

E-mail Address of Bidder: sarah@pencco.com

<p><b>EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM</b> <b>SOLICITATION NO.: ITB-240013</b></p>
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Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

Addendum No.	1 dated 1/29/24	Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	



### EXHIBIT III – REFERENCES FORM

#### SOLICITATION NO.: ITB-240013

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

1. Name: LA County Sanitation District Phone No.: 310.638.1161  
Address: 1955 South Work Mill Rd, Whittier, CA 90601  
E-Mail Address: alee@lacsds.org  
Contract Award Date: Each contract term since 2015 Contract Completion Date: Ongoing  
Contract Name/Title: Furnish and deliver Ferrous Chloride  
Description: Monitor levels and supply ferrous chloride upon a "keep full" directive. Consumes 40-50 truckloads per week. \*Largest odor control system in the US - Pencco provides 60% of this split contract award.
  
2. Name: City of Dallas, Tx Phone No.: 214.670.8006  
Address: 1500 Marilla Street, Dallas, Tx 75201  
E-Mail Address: zobeida.mendoza@dallas.gov  
Contract Award Date: Each contract term since 2018 Contract Completion Date: Ongoing  
Contract Name/Title: Sewer Odor & Corrosion Control Services  
Description: Turnkey system feeding ferrous sulfate and/or ferrous chloride at respective daily sites. Daily monitoring and dosage adjustment to meet customer target specific requirements. Monthly reporting and maintenance as needed per site.
  
3. Name: San Antonio Water System Phone No.: 210.233.3194  
Address: 2800 US HWY 281 N, San Antonio, Tx 78212  
E-Mail Address: roland.gutierrez@saws.org  
Contract Award Date: Each contract term since prior to 2008 Contract Completion Date: Ongoing  
Contract Name/Title: Annual Contract for Aqueous Solution Ferrous Sulfate  
Description: Turnkey system feeding ferrous sulfate at respective sites. Daily monitoring done by SAWS for chemical ordering. Weekly reporting and maintenance as needed per site. System includes control system, tanks, pump, chemical and maintenance.

<b>EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM</b> <b>SOLICITATION NO.: ITB-240013</b>
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**FOR INFORMATIONAL PURPOSES ONLY:**

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

**STATE OF NEVADA BUSINESSES**

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

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

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

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

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

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

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

**VETERAN OWNED BUSINESS ENTERPRISE (VET):**

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

**DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):**

A Nevada business at least 51 percent owned/controlled by a disabled veteran.

**EMERGING SMALL BUSINESS (ESB):**

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

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):**

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



<b>EXHIBIT V – SUBCONTRACTOR INFORMATION FORM</b> <b>SOLICITATION NO.: ITB-240013</b>
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It is Bidder intent to utilize the following MBE, WBE, PBE, SBE, ESB, VET and DVET subcontractors in association with CONTRACT:

1. Subcontractor Name: NOT APPLICABLE  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  2. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  3. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  4. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  5. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  6. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
  7. Subcontractor Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
 Description of Work: \_\_\_\_\_  
 Estimated Percentage of Total Dollars: \_\_\_\_\_  
 Business Type:    ☐ MBE    ☐ WBE    ☐ PBE    ☐ SBE    ☐ ESB    ☐ VET    ☐ DVET
- ☐ No MBE, WBE, PBE, SBE, ESB, VET, DVET subcontractors will be used.

**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240013**

**Lot 3 - Ferric Chloride**  
☐ No Bid on Lot (✓)

<b>Lot 3 – Ferric Chloride - Wastewater Treatment Chemicals</b>					
<b>LINE ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>EST. QTY.</b>	<b>UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)</b>	<b>TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =</b>
1	Flamingo Water Resource Center Full Truck Load of Ferric Chloride (Minimum 8.5 Dry Tons)	Dry Ton	3,150/Yr.	\$ 1257.00/DRY TON	\$ 3,959,550.00
<b>LOT 3 – Ferric Chloride – Total Amount:</b>					<b>\$ 3,959,550.00</b>

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

**EXHIBIT VI – BID FORM (PRICING SHEET)**  
**SOLICITATION NO.: ITB-240013**

TOTAL EXTENDED BID AMOUNT SUMMARY		
Lot 1 – Aluminum Sulfate	<input checked="" type="checkbox"/> No Bid on Lot (✓)	\$
Lot 2 – Citric Acid	<input checked="" type="checkbox"/> No Bid on Lot (✓)	\$
Lot 3 – Ferric Chloride	<input type="checkbox"/> No Bid on Lot (✓)	\$ 3,959,550.00
Lot 4 – Sodium Bisulfite	<input checked="" type="checkbox"/> No Bid on Lot (✓)	\$
Lot 5 – Sodium Hydroxide	<input checked="" type="checkbox"/> No Bid on Lot (✓)	\$
Lot 6 – Sodium Hypochlorite	<input checked="" type="checkbox"/> No Bid on Lot (✓)	\$

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

BIDDER DISCOUNTED TERMS OF PAYMENT: 1.5 %, 10 day calendar days, if offered/applicable by Bidder

BIDDER STANDARD DELIVERY TIMEFRAME:

5-7 Calendar days (Maximum 120 calendar days)



**EXHIBIT VI – DISCLOSURE OF OWNERSHIP/PRINCIPALS**  
**SOLICITATION NO.: ITB-240013**
**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### SOLICITATION NO.: ITB-240013

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b> Penccco, Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>			831 Bartlett Rd		<b>Website:</b> www.penccco.com	
<b>City, State and Zip Code:</b>			Sealy, Texas 77474		<b>POC Name:</b> Sarah Duffy	
<b>Telephone No:</b>			979.885.0005		<b>Email:</b> sarah@penccco.com	
<b>Local Nevada Street Address:</b>					<b>Local Fax No:</b>	
<b>(If different from above)</b>					<b>Local POC Name:</b>	
<b>City, State and Zip Code:</b>					<b>Email:</b>	
<b>Local Telephone No:</b>						

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
RL Horne	President / Owner	51%
Aline Horne	Secretary	49%

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

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

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

  
Signature  
Bid Sec.  
Title

Sarah Duffy  
Print Name  
2/13/2024  
Date



**EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**  
**SOLICITATION NO.: ITB-240013**

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

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**For County Use Only:**

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

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

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

<p><b>EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM</b> <b>SOLICITATION NO.: ITB-240013</b></p>
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<b>BUSINESS LICENSE INFORMATION</b>			
NV - Foreign Corp			
<b>CURRENT STATE:</b>	<b>LICENSE NO.</b>	<b>ISSUE DATE:</b>	<b>EXPIRATION DATE:</b>
	NV20191553216		
<b>CURRENT COUNTY:</b>	<b>LICENSE NO.</b>	<b>ISSUE DATE:</b>	<b>EXPIRATION DATE:</b>
<b>CURRENT CITY:</b>	<b>LICENSE NO.</b>	<b>ISSUE DATE:</b>	<b>EXPIRATION DATE:</b>



April 8, 2024

**VIA ELECTRONIC MAIL**

Sarah Duffy, Bid Secretary  
Pencco, Inc.  
PO Box 600  
San Felipe, TX 77473  
Email: [sarah@pencco.com](mailto:sarah@pencco.com)

Subject: Notice of Award

Reference: ITB: 240013 for Wastewater Treatment Chemicals (Lot 3 – Ferric Chloride)

Dear Ms. Duffy:

We are pleased to inform you that on April 2, 2024, the Board of Trustees of the Clark County Water Reclamation District approved the award of ITB No. 240013 for Wastewater Treatment Chemicals (Lot 3 – Ferric Chloride) contingent upon submission of the required insurance documents. The contract will begin on September 1, 2024, via issuance of District PO; with the estimated value for the first contract year based upon the ITB estimated annual quantities and as determined from your bid amount, is \$3,959,550.00.

According to the ITB document(s), you are required to furnish evidence of proper Insurance coverage. Therefore, the following document must be completed and returned to my attention within ten (10) (business days from this letter):

1. Original Certificate of Insurance evidencing proof of coverage(s) as required by ITB Section B – Uniform Instructions to Bidder(s), Page 12, Article 40.0 Insurance and Attachment “A” – Insurance Requirements, Page 80.

Please submit the required Documents to my attention at:

E-Mail: [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com)

or

Clark County Water Reclamation District  
Procurement Solutions Section  
5857 E. Flamingo Rd.  
Las Vegas, NV 89122

If you should need additional information, please contact me at (702) 668-8094 or [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com). Your prompt attention is greatly appreciated in this matter. Thank you!

Sincerely,  
*Douglas Moore*

Douglas Moore  
Senior Purchasing Analyst

BOARD OF TRUSTEES  
Tick Segerblom, *Chair* • Justin Jones, *Vice Chair*  
James B. Gibson • Marilyn Kirkpatrick • William McCurdy II • Ross Miller • Michael Naft  
Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road • Las Vegas, Nevada 89122 • (702) 668-8888 • (800) 782-4324  
[cleanwaterteam.com](http://cleanwaterteam.com)