



**PURCHASING AND CONTRACTS DEPARTMENT**

**CONFIRMATION FORM  
for  
RECEIPT OF BID NO. ITB-120928**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

***Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.***

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**SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

PROJECT NO. BID NO. ITB-120928

BID PAGES: 39

DESCRIPTION: POLYMERS

**SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:**

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

**FAX THIS CONFIRMATION FORM TO: (702) 668-9090**

**TYPE OR PRINT CLEARLY**

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## CLARK COUNTY WATER RECLAMATION DISTRICT

### INVITATION TO BID

**BID NO. ITB-120928  
POLYMER**

The bid package is available as follows:

- Pick up – Clark County Water Reclamation District, 5857 East Flamingo Road, Las Vegas, NV 89122.
- Mail – Please fax a request to (702) 668-9090 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Internet – Visit the Clark County Water Reclamation District website. Click on “District Bid Opportunities”. Click on “Active ITB/RFP Opportunities” under “Commodities & Services” and locate Document No. ITB - 120928 in the list of current solicitations.
- Phone – Contact Purchasing, Valerie Vian (702) 668-8095.

A Prebid Conference will be held on November 29, 2011 at **2:00:00 p.m.**, in the Conference Room 106/107, Clark County Water Reclamation District, 5857 East Flamingo Road, Las Vegas, NV 89122.

Bids will be accepted at the Clark County Water Reclamation District address specified above, on or before **December 28, 2011 at 2:00:00 p.m. P.S.T.** based on the time clock at the Clark County Water Reclamation District’s Customer Service desk.

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PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED: November 18, 2011  
Las Vegas Review-Journal

# HELPFUL BID INFORMATION

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

## INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at <http://www.cleanwaterteam.com/bid/index.html> , as well as other important and useful purchasing related information. The solicitations are listed under “**District Bid Opportunities.**” To locate a specific solicitation, click on the “Active ITB/RFP Opportunities” listed under “Commodities & Services” and browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Engineering Firm listed on the information sheet for the solicitation.

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## PREBID CONFERENCE ATTENDANCE

### WE WANT YOU!



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

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

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

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# INSTRUCTION TO BIDDERS

## BID NO. ITB-120928 POLYMER

### 1. INTENT OF INVITATION

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

### 2. DEFINITIONS

- A. **Addendum:** A written document issued by Owner, via the Purchasing and Contracts Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by Owner, to supply goods and/or services at a specific price and within a specified time period.
- D. **Bid (DISTRICT):** A competitive solicitation by Owner to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to Owner with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to Owner.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, 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.
- I. **BOT:** The Clark County Board of Trustees.
- J. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- K. **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District.
- L. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Trustees.
- N. **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.
- O. **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.
- P. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- Q. **Owner:** As used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.
- R. **Purchasing:** As used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.
- S. **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Purchasing and Contracts Department.
- T. **Purchase Order:** The formal authorization by Owner 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.

- U. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- V. **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.
- W. **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.

**3. DESIGNATED CONTACTS**

For questions pertaining to this Invitation to Bid, please call Valerie Vian, Purchasing Specialist, telephone number (702) 668-8095. After award, the designated contact will be John Edenburn, Supervisor, Operations Department, telephone number (702) 668-8493.

**4. CONTACT WITH DISTRICT DURING BIDDING PROCESS**

Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated OWNER 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. PREBID CONFERENCE**

A prebid conference is being held for this bid. The intent of the prebid conference is to review the entire bid document and answer any questions Bidders may have.

**6. ADDENDA AND INTERPRETATIONS**

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by OWNER. OWNER shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by OWNER'S employees, unless such clarification or change is provided OWNER in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via email, via mail, certified mail, fax, online or pick up by all perspective Bidders.
- D. 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 acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

**7. DOCUMENT REVIEW**

Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current bid documents. 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 Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 668-8090 and request to schedule your appointment.

**8. PREPARATION OF FORMS**

All bids must be submitted on the Bid Form provided in this 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.

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 OWNER. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

**9. BID DOCUMENTS NECESSARY FOR SUBMITTAL**

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. 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. **DESCRIPTIVE LITERATURE**

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

11. **PRODUCTS**

**New Product:**

SUCCESSFUL BIDDER shall guarantee that the product provided to OWNER 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.

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.

12. **BRAND NAMES "OR EQUAL"**

Whenever, in this Invitation to Bid, 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 OWNER must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

13. **SUBSTITUTIONS**

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:

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.
- B. Proof, satisfactory to OWNER, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

14. **ORDER QUANTITIES AND UNIT PRICING**

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.

15. **DISCOUNT TERMS OF PAYMENT**

- Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by Bidder to OWNER if payment is made within a specified time frame.
- Examples:
- Terms of Payment: 2%, Net thirty (30) Calendar Days.
- 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.

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

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.

**No prompt payment discount will be considered by OWNER in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

16. **ADDITIONAL BIDS**

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

17. **DEVIATIONS TO TERMS AND CONDITIONS**

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

18. **DURATION OF OFFER**

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

19. **BIDDER'S REPRESENTATION**

Each Bidder by submitting their Bid represents that:

- A. 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.
- B. **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 acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

20. **SUBMISSION OF BIDS**

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and three (3) copies of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to OWNER, 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 2:00:00 p.m. based on the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, they shall remain unopened and be formally rejected and returned once an award is made. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Water Reclamation District Attn: Accounting Department 5857 East Flamingo Road Las Vegas, Nevada 89122	Clark County Water Reclamation District Attn: Accounting Department 5857 East Flamingo Road Las Vegas, Nevada 89122	Clark County Water Reclamation District Attn: Accounting Department 5857 East Flamingo Road Las Vegas, Nevada 89122

**Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.**

**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.**

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

21. **COST TO PREPARE AND SUBMIT RESPONSE**

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

22. **WITHDRAWAL OF BID**

- A. Before Bid Opening

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 Purchasing Representative in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Department. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

- B. After the Bid Opening

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

23. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER**

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. OWNER 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.

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

**24. REJECTION OF BID**

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

**25. DISQUALIFICATION OF BIDDERS**

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

- A. Failure to use the specified Bid Form furnished by OWNER.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued

**26. TIE-BIDS**

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 OWNER can justify awarding to Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instruction to Bidders. 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.

**27. PROTESTS**

- A. 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 recommendation to award a contract is issued by the OWNER or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to OWNER 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:
  - 1. 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
  - 2. \$250,000
- C. 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.
- D. 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.
- E. 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.
- F. 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, OWNER may make a claim against the bond or other security in an equal amount to the expenses incurred by OWNER 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.

**28. METHOD OF AWARD**

Award will be made by the BOT to the lowest responsive and responsible Bidder on a lot by lot basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by OWNER. In the event that the total award amount is \$25,000 or less, the OWNER may approve the award. Bidders must bid on all items in lot to be considered responsive.

**29. NOTICE OF AWARD**

Award of this bid will be by the issuance of a purchase order. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the SUCCESSFUL BIDDER.

**30. INITIAL TERM**

The initial term of CONTRACT shall be from date of award through March 30, 2013.

**31. CONTRACT RENEWAL**

OWNER reserves the option to renew CONTRACT for an additional four (4), one (1) year period(s) from its expiration date. Any and all renewals will be authorized via letter and purchase order by the OWNER.

**32. CONTRACT EXTENSION**

OWNER reserves the option to temporarily extend CONTRACT for up to one hundred eighty (180) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

**33. INSURANCE**

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

SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate 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 **Attachment 3** indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in **Attachment 3**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 3**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

**34. FAILURE TO MAINTAIN COVERAGE**

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, OWNER 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. OWNER 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.

**35. ADDITIONAL REQUIREMENTS**

Although particular OWNER departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other OWNER departments may utilize the resulting CONTRACT upon approval by OWNER Purchasing and Contracts Department. Each OWNER Department or Division will issue a separate identifying Purchase Order.

**36. COOPERATION BY SUCCESSFUL BIDDER(S)**

SUCCESSFUL BIDDER may be required to cooperate and/or coordinate with other trades performing services on OWNER'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

**37. PRICE ADJUSTMENT REQUESTS**

Commencing on the date of award, prices shall not be subject to change during the initial first year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of SUCCESSFUL BIDDER'S expectation of price adjustment commencement, to the Clark County Water Reclamation District, Purchasing Administrator, 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price adjustments shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of OWNER'S approval of the new price(s). Only one (1) written price adjustment request will be accepted from SUCCESSFUL BIDDER annually on the renewal date.

□ Suitable Proof:

The SUCCESSFUL BIDDER must submit suitable proof for their price adjustment request. Suitable proof may consist of Bureau of Labor Statistics Producer Price Index (PPI) data, 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:

- Series ID PCU325211325211 - Plastics material and resins manufacturing
- Series ID PCU325188325188 – All other basic inorganic chemical manufacturing
- Series ID PCU325199325199 – All other basic organic chemical manufacturing

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

The OWNER 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 OWNER in their price adjustment request, OWNER 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.

Should drastic market conditions occur which dictate a significant price adjustment of any line item(s) during the term of Contract, OWNER may consider these adjustments in addition to the allowed annual adjustment, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to OWNER requesting permission and explaining in detail the unforeseen circumstances predicating 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.

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

**38. STATE OF NEVADA LEGAL HOLIDAYS**

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

- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Nevada Admission Day
- Veteran's Day
- Thanksgiving Day and the Friday After
- Christmas Day
- New Year's Day

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

**39. HIPAA - CONFIDENTIALITY REGARDING PARTICIPANTS**

SUCCESSFUL BIDDER shall maintain the confidentiality of any information relating to participants, OWNER Employees, or third parties,(added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as **Exhibit A**, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. SUCCESSFUL BIDDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of CONTRACT.

# GENERAL CONDITIONS

BID NO. ASK PROJECT NUMBER  
ASK PROJECT DESCRIPTION

## 1. ARBITRATION

All claims that may arise between OWNER and SUCCESSFUL BIDDER concerning any provisions of CONTRACT which cannot be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. Either OWNER or SUCCESSFUL BIDDER may initiate arbitration by providing written notice of the arbitration, prior to commencement of litigation, to the party against whom a claim is being made. The party initiating arbitration shall appoint and name a party arbitrator in the notice of arbitration submitted to the party against whom the claim is made.

The notice of arbitration shall include the following:

- A. a formal demand by the party initiating arbitration that the dispute be referred to arbitration;
- B. the names, addresses and telephone numbers of the parties;
- C. a reference to any CONTRACT provisions from which the dispute arises;
- D. a plain description and complete statement of the claim and a showing of entitlement to relief;
- E. the relief or remedy sought and the amount money claimed;
- F. the notice of appointment and name, address and telephone number of a party arbitrator of the party initiating the claim;
- G. if SUCCESSFUL BIDDER is the initiating party and if the claim is made by a subcontractor, a written statement by SUCCESSFUL BIDDER that it agrees with the merits and amount of the claim; and
- H. if SUCCESSFUL BIDDER submits a total cost or modified total cost claim then SUCCESSFUL BIDDER must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that SUCCESSFUL BIDDER was not responsible for added expenses; and 5) that OWNER, and not anyone else, is responsible for the additional cost.

The notice to arbitrate shall be null and void if it does not include the documents and information set forth in (a) through (i) above, or if received beyond the time allowed by statute for the presentation of a claim to the Board of County Commissioners or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Within thirty **(30) calendar days** after receipt of such notice, the party receiving notice shall, in writing to the notifying party, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to OWNER and SUCCESSFUL BIDDER. If thirty **(30) calendar days** elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association or the Nevada Arbitration Association appoint the third arbitrator. Upon appointment of a third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of arbitration of the American Arbitration Association, and with the provisions of the Uniform Arbitration Act, NRS 38.015 B 38.205, inclusive. In the event of a conflict between the two, the Nevada Revised Statutes will prevail. The arbitration panel or arbitrator may authorize discovery as provided in NRS 38.08. The expedited procedures contained in the construction industry arbitration rules shall be utilized to the maximum extent possible.

Alternatively, in lieu of the appointment of three arbitrators as set forth above, the parties may stipulate to a sole arbitrator mutually agreeable to both parties. Upon appointment of a sole mutually agreeable arbitrator, the sole arbitrator shall proceed to a determination of the dispute in accordance with the procedure set forth in the previous paragraph.

The decisions of the arbitrator/arbitrators shall be binding on both OWNER and SUCCESSFUL BIDDER to the extent set forth under Nevada law. Judgment upon any arbitration award or an order for enforcement may be entered by any court having jurisdiction. OWNER and SUCCESSFUL BIDDER shall each pay their own attorney's fees, party arbitrator fees and all costs and expenses associated with the arbitration including their own costs for preparation of and presentation of all claims prior to and through the arbitration period. The cost for the third arbitrator shall be assessed equally against both parties and shall be paid one-half by OWNER and one-half by SUCCESSFUL BIDDER. Neither party shall be entitled to an award of interest.

SUCCESSFUL BIDDER shall carry on the work and maintain progress during any arbitration, court proceedings or any other dispute including those contained in this General Condition, unless otherwise mutually agreed upon in writing. Binding arbitration conducted in accordance with this General Condition shall take place in Clark County, Nevada.

**2. ASSIGNMENT OF CONTRACTUAL RIGHTS**

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 OWNER and any sureties.

**3. AUDITS**

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by OWNER to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide OWNER any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to 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.

**4. AUTHORITY**

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

**5. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION**

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.

**6. CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY**

All property owned by OWNER and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as OWNER'S property and adequately insured by SUCCESSFUL BIDDER for OWNER'S protection. In the event that OWNER'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 OWNER for the value or expense of replacement, whichever is greater in accordance with OWNER request.

**7. COLLECTION AND PAYMENT OF SALES TAX**

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

**8. COLLUSION AND ADVANCE DISCLOSURES**

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.

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.

**9. CONSUMPTION ESTIMATES**

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

**10. CONTRACT AMENDMENTS**

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, OWNER 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 OWNER 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.

**11. DISCLOSURE OF OWNERSHIP / PRINCIPALS**

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to OWNER within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

**12. DRUG-FREE WORKPLACE**

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 OWNER property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**13. EMPLOYMENT OF UNAUTHORIZED ALIENS**

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.

**14. FEDERAL, STATE, LOCAL LAWS**

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.

**15. FISCAL FUNDING OUT**

OWNER reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If OWNER 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.

**16. FORCE MAJEURE**

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 OWNER satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

**17. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]**

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.

**18. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS**

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

1. Amendment
2. General Conditions
3. Addenda
4. Instructions to Bidders
5. Federal Requirements (If Applicable)
6. Special Conditions
7. Technical Specifications

**19. INDEMNITY**

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 OWNER 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 OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

**20. INVOICING**

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 OWNER 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.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

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

**21. INVOICE AUDITS**

SUCCESSFUL BIDDER shall provide to OWNER, within ten (10) business days of OWNER'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. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by OWNER'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 OWNER. In the event that SUCCESSFUL BIDDER undercharged OWNER, OWNER shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged OWNER, SUCCESSFUL BIDDER shall reimburse OWNER within ten (10) business days. If overcharges are found, OWNER may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

**22. NON-DISCRIMINATION**

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that OWNER 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, age, disability, national origin, or any other protected status, OWNER may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

**23. NON-ENDORSEMENT**

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

**24. OUT OF STATE SUPPLIERS**

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

**25. PARTIAL PAYMENTS**

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

**26. PUBLIC RECORDS**

OWNER 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 OWNER'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

**27. PURCHASE ORDERS**

The Purchasing and Contracts Department will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

**28. RIGHT OF INSPECTION AND REJECTION**

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by OWNER. 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 OWNER'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESSFUL BIDDER at time of retrieval.

**29. SEVERABILITY**

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

**30. SUBCONTRACTS**

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

**31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR**

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

**32. SUSPENSION BY THE OWNER FOR CONVENIENCE**

1. OWNER 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 OWNER may determine.
2. In the event OWNER suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by OWNER. Equitable adjustment shall be based on appropriated funds and approval by OWNER.
3. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible

**33. TAXES**

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

**34. TERMINATION FOR CONVENIENCE**

OWNER reserves the right to terminate CONTRACT in whole or part at any time whenever OWNER shall determine that such a termination is in the best interest of OWNER without penalty or recourse upon thirty (30) calendar days written notice of intent to terminate. In the event that OWNER elects to terminate CONTRACT, the termination request will be submitted to the BOT or the Clark County Water Reclamation Purchasing Department for approval.

**35. TERMINATION FOR CAUSE**

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

**36. TITLE AND RISK OF LOSS**

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

**37. USE BY OTHER GOVERNMENT ENTITIES**

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

**38. WARRANTY**

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 OWNER, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

# SPECIAL CONDITIONS

BID NO. ITB-120928  
POLYMER

## 1. **DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER**

Apparent low Bidder shall furnish the following information and documents within twenty-four (24) hours of OWNER'S request:

- A. SUCCESSFUL BIDDER shall designate a Project Administrator to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify OWNER, in writing, within ten (10) calendar days of the change;
- B. Completed "Disclosure of Ownership" form.
- C. A copy of current applicable Clark County Business License.

## 2. **ENGLISH SPEAKING REPRESENTATIVE**

OWNER requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

## 3. **LOCATION AND HOURS**

Deliveries shall be made to the Clark County Water Reclamation District (CCWRD), 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding OWNER'S holidays), between the hours of 6:00 a.m. to 12:00 noon P.S.T. (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by OWNER'S authorized personnel.

Deliveries to the Laughlin Clark County Water Reclamation District (CCWRD) shall be made to, 450 Bruce Woodbury Dr, Laughlin NV 89029, Monday through Friday (excluding OWNER'S holidays), between the hours of 8:00 a.m. to 3:00 p.m. P.S.T. (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by OWNER'S authorized personnel.

## 4. **MAXIMUM DELIVERY TIME**

Maximum delivery time is fourteen (14) calendar day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of CONTRACT.

## 5. **F.O.B. Destination - Freight Pre-Paid**

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 OWNER'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

## 6. **PARTIAL SHIPMENTS**

Partial shipments to be permitted with Owner's permission.

## 7. **FAILURE TO DELIVER**

In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, OWNER 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 OWNER any difference between the bid price and the price paid to the other supplier.

## 8. **DAMAGED OR DEFECTIVE PRODUCTS**

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

## 9. **REMOVAL OF EMPLOYEE**

OWNER reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of OWNER.

**10. FURNISHING SUPERVISION OF EMPLOYEES**

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

**11. SUPPLIER'S STOCK**

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.

**12. SAFETY REQUIREMENTS**

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of delivery of chemicals is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations and District Safety procedures. OWNER 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 OWNER'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to OWNER.

**13. RESPONSIBILITY FOR WORK SECURITY**

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, OWNER'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its materials to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

**14. PROHIBITED ACTIVITIES WHILE ON OWNER'S PROPERTIES**

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using OWNER'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating OWNER'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls. Being under the influence of or use of alcohol or drugs while on OWNER'S property is prohibited.

**15. ACCESS CARDS**

SUCCESSFUL BIDDER shall have full responsibility for protection of access cards furnished to SUCCESSFUL BIDDER and/or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that OWNER'S facilities are properly secured upon completion of performance of service, if such action is directed by OWNER'S representative. SUCCESSFUL BIDDER shall be required to sign OWNER'S form before the access card (s) are issued and upon completion of CONTRACT or at OWNER'S request shall surrender access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

**16. DAMAGE TO OWNER PROPERTY**

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage OWNER property. In the event damage occurs to OWNER property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair, within a reasonable amount of time, the same at no cost to OWNER. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by OWNER, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

**17. PERFORMANCE REQUIREMENTS**

- A. OWNER 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, OWNER is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify OWNER and make recommendations to bring the buildings, facilities and/or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

**18. INVOICING REQUIREMENT**

This Bid may represent the requirements from numerous OWNER departments. Each using 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 services are required and list the location where associated invoices shall be sent.

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, OWNER is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

**19. DISPUTES**

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and OWNER. At all times, SUCCESSFUL BIDDER shall carry on chemical deliveries in accordance with the requirements of CONTRACT and the determination of OWNER, pending resolution of any dispute.

**20. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT**

In case of failure on the part of the successful Bidder to deliver the product within the time specified, or with such additional item as may be granted by the formal action of the OWNER, the Bidder shall pay to the OWNER, as liquidated damages, an amount up to \$25,000 per calendar day. This sum shall be considered as reimbursement, in part, to the OWNER 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 the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages which can be reasonable estimated.

**21. AIR POLLUTION**

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.

**22. CLEANING UP**

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, OWNER may accomplish the same at SUCCESSFUL BIDDER'S expense.

**23. ORDERING AUTHORITY**

The OWNER will provide the Successful Bidder a listing of individuals that will have the authority to place orders against this contract.

**24. QUALIFIED PRODUCTS**

Due to the critical nature of the "OWNER'S" requirements, any Bidder wanting to submit a bid for this solicitation will be required to do one day jar testing to finalize sample polymer to be used in a full scale testing of their product. In order to be in compliance, the bidder is required to contact the Purchasing Department, Valerie Vian at (702) 668-8095 to schedule their testing during the weeks of December 5-9, December 12-16, and December 19-22, 2011 with testing completed no later than the close of business on December 22, 2011. If the product does not meet the requirements, the product will be considered non-responsive and rejected. The Bidder must supply a copy of the MSDS when the test product arrives on property.

**25. MATERIAL SAFETY DATA SHEETS**

Prior to delivery, the Successful Bidder shall provide the OWNER with current Material Safety Data Sheets for all hazardous materials and products procured in this contract.

**26. LIQUIDATED DAMAGES**

Polymer is critical to the operation of the Clark County Water Reclamation District ("District") and the health and welfare 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 OWNER as liquidated damages:

- A. ALL COST OCCURRED BY THE OWNER TO COMPLETE CONTRACT REQUIREMENTS LEFT UNFILLED BY THE SUCCESSFUL BIDDER, WHICH COULD INCLUDE THE COST OF PROCURING THE PRODUCT FROM ANOTHER SUPPLIER.

- B. ANY ACTUAL FINES LEVIED TO THE OWNER. THESE FINES CAN BE ASSESSED DAILY, WITH MORE THAN ONE VIOLATION PER DAY.

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.

- C. Also refer to LIQUIDATED DAMAGES – COMPLETION OF CONTRACT – Special Conditions No. 20, Page 20.

**27. PERFORMANCE VERIFICATION AND REQUIREMENTS**

At any time during the term of the contract the OWNER reserves the right to test the polymer provided (by Successful Bidder) to ensure the product conforms to the specifications.

If at any time, any chemical supplied by the Successful Bidder fails to conform to the specifications of the OWNER, then the Successful Bidder shall at no additional cost to the OWNER, promptly replace with item that meets specifications.

If at any time the overall effectiveness of the tested and approved polymer diminishes due to no fault of the OWNER, the Successful Bidder may be required to re-test and provide an adjusted polymer to meet the standards and needs of the OWNER. The OWNER reserves the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the OWNER'S specifications will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Successful Bidder shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Successful Bidder shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Successful Bidder is unable to promptly furnish the chemical of the acceptable quality, the OWNER will obtain the chemical elsewhere. Any reasonable additional cost incurred by the agency will be charged to the Successful Bidder either as a credit against an outstanding invoice or billed to the Successful Bidder for immediate payment.

The Successful Bidder understands and acknowledges that the participating agencies provide service essential to the health and welfare of the public. Failure of the Successful Bidder to provide contracted chemicals may jeopardize the OWNER'S ability to provide timely services, which may affect the health and welfare of the public served by the OWNER. In the event of product shortages at any level of production to delivery chain, Successful Bidder agrees and affirms that the OWNER will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the Successful Bidder must prioritize and/or allocate delivery among its customers, the requirements of the OWNER under this agreement will be honored before chemicals are provided to a customer with no such obligations.

**28. CHEMICAL ADDITION/DELETION**

Chemicals may be added or deleted from the SUCCESSFUL BIDDER'S offering during the term of contract with justification and documentation for the addition or subtraction of a chemical. Additionally SUCCESSFUL BIDDER may be asked to provide/add new chemicals to the offering if there is significant change in procedures or needs.

**29. DELIVERY**

Owner to be emailed when order is ready to ship, Owner's email address to be provided to the successful bidder.

All deliveries must be onsite to unload no earlier than 6 a.m. and no later than 12 noon P.S.T. (Pacific Standard Time) on assigned day or be rescheduled for the following day.

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

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

- Company Name
- Purchase Order and Call Order Number (release number)
- Date of Delivery and Date of Order
- Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the Contract
- Name of authorized representative ordering supplies

The Successful Bidders delivery ticket will be signed in duplicate by the Successful Bidders designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Successful Bidder. If required by the OWNER, the Successful Bidder will call the treatment facility prior to delivery and shall fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

The OWNER has the right to refuse delivery if chemical packaging is damaged, appears to have bin tampered with, of is deemed to be a safety hazard of potential safety hazard.

All Chemicals will be delivered with free delivery. All cost must be on the invoice including shipping total cost per lb delivered is the price given.

**30. MSDS REPORTS**

The following MSDS related documentation must be furnished to the OWNER upon request:

- a. A copy of the most current MSDS Report for the chemical being delivered
- b. National Sanitation Foundation certification for the quoted chemical
- c. Chemical certificate of analysis for the chemical being delivered.
- d. The Bidder must supply a copy of the MSDS when the test product arrives on property.

# TECHNICAL SPECIFICATIONS

BID NO. ITB-120928  
Liquid Cationic Polymer

## **POLYMERS, CATIONIC EMULSION – CENTRAL PLANT – LOT 1**

### 1) **GENERAL**

It is the intent of these specifications to provide a Cationic Emulsion Polymer that will conform to the specifications, and be suitable for use by the OWNER.

The Cationic Emulsion Polymer shall comply with all Federal and State of Nevada Regulations and Safety Standards in effect at the time of delivery to the OWNER.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder. The OWNER dewateres non-digested sludge on D-7 LL Andritz centrifuges.

The OWNER currently is using a high molecular weight polymer. The OWNER produces approximately 50,000 dry tons of solids annually.

### 2) **PERFORMANCE CRITERIA**

In order for the Polymer to meet the OWNER'S requirement, it must achieve the following **minimum** results, as tested utilizing the methodology from the 20<sup>th</sup> edition of Standard Methods for the Examination of Water and Wastewater with a microwave oven used for drying:

- a) Cake solids of 25% or greater
- b) Solids capture of 95% or greater

Centrifuge flows vary from 100 gpm – 400 gpm. Non-Digested sludge typically varies between 2 – 6% solids.

Bids will be based upon the best performance of lbs per dry ton of qualified dosage multiplied by the price per pound of active polymer.

As specified in Special Conditions, page 24, section 2, Qualified Products, all Bidders will be required to schedule time to come to the OWNER from December 5-9 to do a one (1) day of jar testing, December 12-16 and December 19-22 to do two (2) days full scale testing to run a tote (275 gallon tote bin of polymer for full scale testing with all samples being approved by OWNER staff) to qualify product. Testing dates are subject to change depending upon the number of qualified bidders. Please call Valerie Vian (702) 668-8095 to schedule testing dates.

The delivered polymer shall meet the performance requirements without (as determined by the OWNER) centrate foaming.

The Successful Bidder will be allowed to recommend up to three different polymer solution concentrations for their product and polymer dose in order to meet the OWNER'S requirements to meet desired % solids and capture criteria with no additional chemicals needed.

All employees drivers and subcontractors will be subject to background checks at the sole cost of the Successful Bidder.

Results shall be submitted on the OWNERS standardized polymer test report form.

### 3) **PRODUCT TESTING**

The OWNER has determined that polymer product testing is required. OWNER will evaluate offered polymer products based on the lowest overall cost to the OWNER. All costs associated with the required testing will be the sole responsibility of the Successful Bidder.

In order to objectively determine the lowest overall Successful Bidder, the OWNER will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the OWNER. The evaluation will incorporate the per dry pound price to reflect the estimated total overall cost to the OWNER, considering polymer dose, dewatering recovery, and sludge hauling cost.

Results shall be submitted on the OWNERS standardized polymer test report form (Exhibit 2 – pg 42).

OWNER will provide lab space and equipment for the Successful Bidder to utilize during performance testing.

### 4) **CCWRD EQUIPMENT**

The OWNER storage/feed system consists of 4 tanks @ 7500 gallons. The system operates automatically and is demand activated by high/low level sensors. In addition, the system automatically prepares a preset polymer concentration of a gallons-of-polymer to gallons-of-water ratio.

The feed tank is equipped with an overhead and in-line polymer/water static mixed on the inlet side of the tank. This allows for adequate mixing and aging of the polymer. Polymer is fed to the centrifuge using a variable speed, 5-40 GPM positive displacement pump.

Polymer GPM feed, polymer concentration, sludge feed GPM feed solids and all other operational parameters are controlled and recorded on the OWNER computer in the control room

Make up water is Effluent Recycle Water and has a chlorine residual, Polymer must be compatible with a chlorine residual of approximately 1.5-3PPM.

**5) DELIVERY LOGISTICS**

The Successful Bidder is responsible to deliver the Cationic Emulsion Polymer to the OWNER in lots not to exceed 7,000 gallons.

The Successful Bidder shall ensure all shipments comply with all US DOT regulations for marking.

The Successful Bidder shall comply with reasonable requests for emergency deliveries.

The driver shall follow all the OWNER'S security procedures and requirements for personal protective equipment. The OWNER shall inform the Successful Bidder of these procedures and requirements initially, and shall communicate any changes throughout the term of the Contract. One such requirement is the driver shall wear safety glasses and appropriate footwear while on site.

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

Successful Bidder shall ensure that the necessary fittings, hoses, safety equipment etc. required to offload the liquid anionic are supplied by the delivery service.

OWNER may require that all employees, drivers and subcontractors will be subject to background checks at the sole cost of the Successful Bidder.

# TECHNICAL SPECIFICATIONS

BID NO. ITB-120928  
Liquid Anionic Polymer

## **POLYMERS, ANIONIC EMULSION – CENTRAL PLANT – LOT 2**

### 1) **GENERAL**

It is the intent of these specifications to provide an Anionic Emulsion Polymer that will conform to the specifications, and be suitable for use by the OWNER.

The Anionic Emulsion Polymer shall comply with all Federal and State of Nevada Regulations and Safety Standards in effect at the time of delivery to the OWNER.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder. The OWNER utilizes the polymer to enhance settling and nutrient removal in its primary clarifiers.

The OWNER currently treats approximately 95 Million Gallons Daily (MGD) of wastewater daily.

### 2) **PERFORMANCE CRITERIA**

In order for the Polymer to meet the OWNER'S requirement, it must achieve the following **minimum** results, as tested utilizing the methodology from the 20<sup>th</sup> edition of Standard Methods for the Examination of Water and Wastewater with a microwave oven used for drying.

- a) Raw Sludge solids of 4%
- b) Solids capture of 50%
- c) Generated sludge shall be compatible for use by the centrifuges

Thickened sludge typically varies between 2 – 6% solids. Feed is typical raw sewage influent.

Bids will be based upon the best performance of lbs per dry ton of qualified dosage multiplied by the price per pound of active polymer.

As specified in Special Conditions, page 24, section 2, Qualified Products, all Bidders will be required to schedule time to come to the OWNER from December 5-9 and December 12-16, to do one (1) day jar testing. Testing may take place concurrent with testing for Lots 1 or 3. Testing schedule may be modified depending upon the number of qualified bidders. Please call Valerie Vian (702) 668-8095 to schedule testing dates.

The Successful Bidder will be allowed to recommend up to three different polymer solution concentrations for their products and polymer dose in order to meet the OWNER'S required sludge concentration and solids capture criteria.

### 3) **PRODUCT TESTING**

The OWNER has determined that polymer product testing is required. OWNER will evaluate offered polymer products based on the lowest overall cost to the OWNER. All costs associated with the required testing will be the sole responsibility of the Successful Bidder.

In order to objectively determine the lowest overall Successful Bidder, the OWNER will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the OWNER. The evaluation will incorporate the per dry pound price to reflect the estimated total overall cost to the OWNER, considering polymer dose, and compatibility with solids handling.

Results shall be submitted on the OWNERS standardized polymer test report form (Exhibit 2 – pg 42).

OWNER will provide lab space and equipment for the Successful Bidder to utilize during performance testing.

### 4) **CCWRD EQUIPMENT**

The OWNER storage system consists of 1 tanks of neat polymer @ 4000 gallons. Polymer is mixed with a recirculation pump.

The feed system operates automatically and is demand activated by high/low level sensors to mix a dilute solution at a preset concentration suitable for feeding to the primary clarifiers.

The feed tank is equipped with an in-line polymer/water static mixer on the inlet side of the tank. This allows for adequate mixing and aging of the polymer. Polymer is fed to the clarifiers using a variable speed, positive displacement pump.

Make up water is Effluent Recycle Water and has a chlorine residual, Polymer must be compatible with a chlorine residual of approximately 1.5-3PPM.

6) **DELIVERY LOGISTICS**

The Successful Bidder is responsible to deliver the Anionic Polymer to the OWNER in lots not to exceed 4,000 gallons.

The Successful Bidder shall ensure all shipments comply with all US DOT regulations for marking.

The Successful Bidder shall comply with reasonable requests for emergency deliveries.

The driver shall follow all the OWNER'S security procedures and requirements for personal protective equipment. The OWNER shall inform the Successful Bidder of these procedures and requirements initially, and shall communicate any changes throughout the term of the Contract. One such requirement is the driver shall wear safety glasses and appropriate footwear while on site.

Before unloading, the driver shall notify CCWRD Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The OWNER 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 states must be provided when the Anionic Polymer is delivered.

Successful Bidder shall ensure that the necessary fittings, hoses, safety equipment etc. required to offload the liquid anionic are supplied by the delivery service.

OWNER may require that all employees, drivers and subcontractors will be subject to background checks at the sole cost of the Successful Bidder.

# TECHNICAL SPECIFICATIONS

BID NO. ITB-120928  
Dry Cationic Polymer

## **POLYMER, DRY CATIONIC – LAUGHLIN FACILITY – LOT 3**

### 1) **GENERAL**

It is the intent of these specifications to provide a Cationic Dry Polymer that will conform to the specifications, and be suitable for use by the OWNER.

The Cationic Dry Polymer shall comply with all Federal and State of Nevada Regulations and Safety Standards in effect at the time of delivery to the OWNER.

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

The OWNER currently produces approximately 475 dry tons of solids per year.

### 2) **PERFORMANCE CRITERIA**

In order for the Polymer to meet the OWNER'S requirement, it must achieve the following **minimum** results, utilizing the methodology from the 20<sup>th</sup> edition of Standard Methods for the Examination of Water and Wastewater:

- a) Cake solids of 18% or greater
- b) Solids capture of 95% or greater

Sludge feed rates will vary between 100 gpm – 180 gpm Non-Digested sludge typically varies between 2.0 – 4.5% solids.

The delivered polymer shall meet the performance requirements without (as determined by the OWNER) centrate foaming.

The Successful Bidder will be allowed to recommend up to three different polymer solution concentrations for their product a and polymer dose in order to meet the OWNER'S requirements to meet desired % solids with a dosage at 10 lbs / dry ton or less, no additional chemicals should be needed.

As specified in Special Conditions, page 24, section 2, Qualified Products, all Bidders will be required to schedule time to come to the OWNER from December 5-9 to do one (1) day of jar testing, December 12-16 and December 19-22, to do one (1) day full scale testing (2 days if required with consent of Owner) to run 200 lbs (4 - 50 lb bags) of polymer with all samples being approved by OWNER staff to qualify product. Please call Valerie Vian (702) 668-8095 to schedule testing dates.

All employees drivers and subcontractors will be subject to background checks at the sole cost of the Successful Bidder.

### 3) **PRODUCT TESTING**

The OWNER has determined that polymer product testing is required. OWNER will evaluate offered polymer products based on the lowest overall cost to the OWNER. All costs associated with the required testing will be the sole responsibility of the Successful Bidder.

In order to objectively determine the lowest overall Successful Bidder, the OWNER will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the OWNER. The evaluation will incorporate the per pound price to reflect the estimated total overall cost to the OWNER, considering polymer dose, dewatering recovery, and sludge hauling cost.

Results shall be submitted on the OWNERS standardized polymer test report form (Exhibit 2 pg 42).

OWNER will provide lab space and equipment for the Successful Bidder to utilize during performance testing.

### 4) **CCWRD EQUIPMENT**

The OWNER (Laughlin facility) dewateres sludge with a dewatering system that consists of two Sharples, Centrifuges, Model PM 75000 AD with a polymer/water blending system.

### 5) **DELIVERY LOGISTICS**

Dry Cationic polymer is to be delivered to the Laughlin Facility in 50 lb bags delivered on pallets.

# CLARK COUNTY WATER RECLAMATION DISTRICT

## BID FORM

**BID NO. ITB-120928**  
**Polymer**

Name of Firm \_\_\_\_\_

This bid is submitted in response to OWNER'S Invitation To Bid and is in accordance with all conditions and specifications in this document.

BID ITEM NO	DESCRIPTION	DOSE	UNIT OF MEASURE	UNIT COST	EXTENDED PRICE
LOT 1	<u><b>Cationic Emulsion Polymer</b></u> Product No. _____	Lbs active polymer per dry ton of solids	Price per dry pound of Active Polymer	\$ _____	\$ _____
BID ITEM NO	DESCRIPTION	DOSE	UNIT OF MEASURE	UNIT COST	EXTENDED PRICE
LOT 2	<u><b>Anionic Emulsion Polymer</b></u> Product No. _____	Lbs active polymer per dry ton of solids	Price per dry pound of Active Polymer	\$ _____	\$ _____
BID ITEM NO	DESCRIPTION	DOSE	UNIT OF MEASURE	UNIT COST	EXTENDED PRICE
LOT 3	<u><b>Dry Cationic Polymer</b></u> Product No. _____	Lbs active polymer per dry ton of solids	Price per dry pound of Active Polymer	\$ _____	\$ _____

**TERMS OF PAYMENT:** \_\_\_\_\_%, \_\_\_\_\_ calendar days.

BIDDER'S LOCAL FACILITY

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

---

ADDRESS

---

CITY STATE, ZIP

---

PHONE NUMBER

---

FAX NUMBER

## ATTACHMENTS TO BID FORM

**FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.**

1. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____
Addendum No. _____	Addendum No. _____	Addendum No. _____

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand 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.

**I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	ADDRESS OF FIRM
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
EMAIL ADDRESS	DATE
<b>BUSINESS LICENSE INFORMATION</b>	
CURRENT STATE:                      LICENSE NO.	ISSUE DATE:                      EXPIRATION DATE:
CURRENT COUNTY:                      LICENSE NO.	ISSUE DATE:                      EXPIRATION DATE:
CURRENT CITY:                      LICENSE NO.	ISSUE DATE:                      EXPIRATION DATE:

## Attachment 1

### **FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a  MBE  WBE  PBE  SBE  NBE  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 OWNER projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

### ***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.

**ATTACHMENT 2  
BID NO. ITB - 120928  
POLYMER**

**SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
5. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
6. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
7. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE
8. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:     MBE             WBE             PBE             SBE             NBE

No MBE, WBE, PBE, SBE, NBE subcontractors will be used.

**ATTACHMENT 3  
BID NO. ITB-120928  
POLYMER**

**INSURANCE REQUIREMENTS**

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

1. FORMAT / TIME

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

2. BEST KEY RATING

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

3. DISTRICT COVERAGE

OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. SUCCESSFUL BIDDER'S insurance shall be primary as respects OWNER, its officers and employees.

4. ENDORSEMENT / CANCELLATION

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

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

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

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, OWNER 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. OWNER 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.

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

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

15. INSURANCE FORM INSTRUCTIONS

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

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) General Aggregate (\$2,000,000)
  - (E) Products - Completed Operations Aggregate (\$2,000,000)
  - (F) Personal & Advertising Injury (\$1,000,000)
  - (G) Each Occurrence (\$1,000,000)
  - (H) Fire Damage (\$50,000)
  - (I) Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description: Bid Number ASK Project Number and ASK project description (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder  
Clark County Water Reclamation District  
c/o Purchasing and Contracts Department  
5857 East Flamingo Road  
Las Vegas, Nevada 89122
- I. Appointed Agent Signature to include license number and issuing state.

# CLARK COUNTY CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

<b>PRODUCER</b> 1. <b>INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> 2. <b>SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b>	COMPANIES AFFORDING COVERAGE	<b>3. BEST RATING</b>
	COMPANY A LETTER	COMPANY'S
	COMPANY B LETTER	BEST KEY
	COMPANY C LETTER	RATING
	COMPANY D LETTER	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>4.</b>	<b>GENERAL LIABILITY</b>	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person) \$(I) 5,000
<b>5.</b>	<b>AUTOMOBILE LIABILITY</b>	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
DEDUCTIBLE \$ _____					
<b>6.</b>	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
<b>6.</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASECPOLICY LIMIT \$
					DISEASECEACH EMPLOYEE \$

**7. DESCRIPTION OF BID: BID NO. ASK project number; ASK project description.**

<b>8. CERTIFICATE HOLDER</b>  CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	<b>9. APPOINTED AGENT SIGNATURE</b> _____ INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
C/O PURCHASING AND CONTRACTS DEPARTMENT  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

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

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

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

**ATTACHMENT 4  
BID NO. ITB-120928  
Polymer**

**AFFIDAVIT  
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_, being  
(Name of Sole Proprietor) (Legal Name of Company)  
duly sworn, depose and declare:

- 9. I am a Sole Proprietor;
- 10. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. ASK project number, entitled ASK project description;
- 11. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 12. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

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

Signature

State of Nevada            )  
  )ss.  
County of Clark            )

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

\_\_\_\_\_  
Notary Signature

STAMP AND SEAL

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed.

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

**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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

**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 business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**Large Business Enterprise (LBE):**

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

**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.

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

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

**List of Owners** – 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, list all Corporate Officers and members of the Board of Directors only.

**For Professional Services Contracts Only –**

- 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). 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 pecuniary interest.
- 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 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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

**Signature/Capacity 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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Type of Business</b>					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Business Designation Group (For informational purposes only)</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Business Name:</b>					
<b>(Include d.b.a., if applicable)</b>					
<b>Business Address:</b>					
<b>Business Telephone:</b>				<b>Email:</b>	
<b>Business Fax:</b>					
<b>Local Business Address</b>					
<b>Local Business Telephone:</b>				<b>Email:</b>	
<b>Local Business Fax:</b>					

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

"Business 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.

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**For professional services contracts only.**

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please note that County employees may not perform any work on professional service contracts)
  
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes     No    (If yes, please disclose on the attached Disclosure of Relationship form.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

\* County employee means Clark County, University Medical Center, Department of Aviation, 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)

