



PURCHASING AND CONTRACTS DEPARTMENT

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 120930**

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.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 120930 BID PAGES: 38

DESCRIPTION: PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

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

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
INVITATION TO BID.....	ii
HELPFUL BID INFORMATION	iii
INSTRUCTIONS TO BIDDERS	I-1
GENERAL CONDITIONS	II-1
SPECIAL CONDITIONS	III-1
QUALIFICATION CLAUSES	III-1
DELIVERY CLAUSES	III-1
PERFORMANCE CLAUSES	III-2
TECHNICAL SPECIFICATIONS.....	IV-1
BID FORM	V-1
SUBCONTRACTOR INFORMATION	ATTACHMENT 1
CONTRACT REQUIREMENTS AND FORMS.....	ATTACHMENT 2
INSURANCE REQUIREMENTS	2-1
CERTIFICATE OF INSURANCE FORM	2-3
ENDORSEMENT FORM	2-4
AFFIDAVIT	ATTACHMENT 3
DISCLOSURE OF OWNERSHIP/PRINCIPALS	ATTACHED



CLARK COUNTY WATER RECLAMATION DISTRICT

INVITATION TO BID

BID NO. 120930 PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

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. 120930 in the list of current solicitations.

A Prebid Conference will be held on **February 14, 2012 at 10:00 a.m.**, at the Las Vegas Valley 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 **February 22, 2012 at 2:00:00 p.m.** based on the time clock at the Clark County Water Reclamation District’s Customer Service desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
February 3, 2012

HELPFUL BID INFORMATION

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.

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 !**

I – INSTRUCTION TO BIDDERS
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

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 DISTRICT, 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. **Bid (Bidder):** An offer, in response to a solicitation by DISTRICT, to supply goods and/or services at a specific price and within a specified time period.
- C. **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.
- D. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to DISTRICT 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.
- E. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- F. **Bidder(s):** A supplier who submits a bid to DISTRICT.
- G. **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.
- H. **BOT:** The Clark County Board of Trustees.
- I. **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.
- J. **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District.
- K. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- L. **Governing Body:** Used throughout these documents to mean the Clark County Board of Trustees.
- M. **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.
- N. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- O. **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Purchasing and Contracts Department.
- P. **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- Q. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

R. **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 Jean Hutton, Purchasing Analyst, telephone number (702) 668-8097. After award, the designated contact will be Kent Vian, Assistant Manager of Collection System Services, telephone number (702) 668-8353.

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 DISTRICT contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5. 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 DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided DISTRICT 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 DISTRICT. DISTRICT 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 e-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 DISTRICT. 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. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing **Attachment 1**. The information provided in **Attachment 1** by Bidder is for DISTRICT'S information only.

If there are any questions regarding **Attachment 1**, please contact Jean Hutton, at telephone number (702) 668-8097.

11. DESCRIPTIVE LITERATURE

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

12. PRODUCTS

New Product:

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

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.

13. 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 DISTRICT must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

14. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and are 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 DISTRICT, 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.

15. TEST MODELS

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

16. 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.

17. 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 DISTRICT 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 DISTRICT in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.

18. 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.

19. 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.

20. 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 DISTRICT to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

21. 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.**

22. 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 one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to DISTRICT, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 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/mailling instructions for bids:

HAND DELIVERY

Clark County Water Reclamation
District
Attn: Accounting Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

U.S. MAIL DELIVERY

Clark County Water Reclamation
District
Attn: Accounting Department
5857 East Flamingo Road
Las Vegas, Nevada 89122

EXPRESS DELIVERY

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.

23. 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.

24. 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).

25. 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. DISTRICT has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

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

26. REJECTION OF BID

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

27. 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 DISTRICT.
- 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

28. 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 DISTRICT 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.

29. 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 District or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BOT and all documents MUST be submitted five (5) business 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 DISTRICT who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
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, DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

30. METHOD OF AWARD

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

31. 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.

32. INITIAL TERM

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

33. CONTRACT EXTENSION

DISTRICT reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

34. 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 and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an affidavit **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 DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.

SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in **Attachment 2**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Attachment 2**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

35. OPERATIONAL SYSTEMS

SUCCESSFUL BIDDER shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

36. 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 DISTRICT'S representative prior to the commencement of work.

II -GENERAL CONDITIONS
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

1. ARBITRATION

All claims that may arise between DISTRICT 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 DISTRICT 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 DISTRICT, 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 DISTRICT 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 DISTRICT 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. DISTRICT 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 DISTRICT 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 DISTRICT and any sureties.

3. AUDITS

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

4. AUTHORITY

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

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

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, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the Purchasing Administrator or their designee.

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 DISTRICT 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 DISTRICT 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

DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

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 DISTRICT 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 DISTRICT harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while

performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless DISTRICT for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

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 DISTRICT shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

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, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. INVOICE AUDITS

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

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

23. NON-ENDORSEMENT

As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, DISTRICT is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to

make no reference to DISTRICT in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of DISTRICT.

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 DISTRICT.

26. PATENT INDEMNITY

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

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

27. PUBLIC RECORDS

DISTRICT is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of DISTRICT's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

28. 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.

29. RIGHT OF INSPECTION AND REJECTION

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

30. 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.

31. SUBCONTRACTS

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

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

33. SUSPENSION BY THE DISTRICT FOR CONVENIENCE

1. DISTRICT may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine.
2. In the event DISTRICT suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.
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

34. TAXES

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

35. TERMINATION FOR CONVENIENCE

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

36. TERMINATION FOR CAUSE

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

37. TITLE AND RISK OF LOSS

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

38. 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.

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

III - SPECIAL CONDITIONS
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

Name of Firm

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER must submit a letter from respective manufacturer stating their company is a Factory Authorized Representative (Dealer) for area, region, etc. for the following (system, equipment, etc);
- B. A copy of the product's standard warranty.
- C. Completed "Disclosure of Ownership" form.
- D. A copy of current applicable Clark County Business License.

2. SERVICE AND INSPECTION INSTRUCTIONS - COMPLETION OF CONTRACT

Prior to delivery, the product shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service check list shall be completed for the product, signed by a representative of the organization performing the inspection/service and delivered with the product.

The product may be inspected at time of delivery, by an authorized representative of DISTRICT, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to DISTRICT.

3. NOTICE OF DELIVERY

DISTRICT shall be given 48-hour notice prior to delivery. Notify Kent Vian, telephone number (702) 668 8353. Failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of CONTRACT.

4. LOCATION AND HOURS

Deliveries shall be made to the 6000 E. Rochelle Ave., Monday through Friday (excluding DISTRICT'S holidays), between the hours of 8 a.m. – 2:30 p.m.

5. MAXIMUM DELIVERY TIME

Maximum delivery time is 120 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.

6. 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 DISTRICT'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.

7. PARTIAL SHIPMENTS

Partial shipments will not be permitted.

8. TRAINING

Training, in the form of orientation, shall be provided to DISTRICT'S personnel by a qualified factory representative or the SUCCESSFUL BIDDER'S personnel, in the proper operation techniques, including the use of software to code the inspection, care and maintenance of the camera equipment. This training shall take place **between 8 a.m. and 2 p.m. local time at 5857 E. Flamingo Road, Las Vegas, NV 89122**, at the SUCCESSFUL BIDDER'S expense. Exact time and location will be established after the award.

9. 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, DISTRICT shall have the option to either terminate CONTRACT or temporarily procure the product and/or service from another supplier. If the product and/or service is procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

10. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to DISTRICT, damaged or defective products within 14 calendar day(s) after notice. Any time extension must have a justification and be approved by the District. 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 DISTRICT any difference between the bid price and the price paid to the other supplier.

11. EXTENDED WARRANTY(S)

Specify all factory and component manufacturers' standards and extended warranties. SUCCESSFUL BIDDER shall list any extended warranties and costs associated with them that may be purchased by DISTRICT. (PLEASE NOTE: THE COST OF EXTENDED WARRANTIES SHALL NOT BE INCLUDED IN THE BID PRICE. THE EXTENDED WARRANTY DESCRIPTION AND PRICE SHALL BE LISTED SEPARATELY. DISTRICT SHALL HAVE THE OPTION OF PURCHASING THE EXTENDED WARRANTIES SEPARATELY, BASED ON DISTRICT BUDGETED APPROPRIATIONS) SUCCESSFUL BIDDER shall provide copy of warranties upon request.

12. DISPUTES

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

13. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the final invoice from SUCCESSFUL BIDDER. This shall not preclude the recovery of any other damages which can be reasonably estimated.

IV - TECHNICAL SPECIFICATIONS
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

Name of Firm _____

INTENT:

It is the intent of these specifications to provide a panoramic view camera that will conform to the specifications, and be suitable for continuous use by DISTRICT. The panoramic view camera offered shall be new, unused, the current production model and conform to the specifications provided below.

The panoramic view camera shall comply with all Federal and State of Nevada Emission Control Regulations, and Safety Standards in effect at the time of delivery to DISTRICT.

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 Bidder.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY DEVIATIONS IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

SPECIFICATION NO. 1

Three Dimensional Optical Manhole Scanner Camera (Color)

- Scanner must be specifically designed and developed for use in manholes.
- Scanner must use high-resolution digital still cameras. (Systems using video cameras will be deemed unacceptable.)
- Scanner must have two (2) unique high-resolution digital cameras constructed so that one camera views downward while the other views upward.
- Cameras must be able to capture a minimum of 3000 lines of vertical resolution.
- Scanner must be 100% digital technology. (Analog cameras that transfer data over coax or twisted pair will be deemed unacceptable.)
- Each of the two camera lenses shall be of design to acquire a 185° hemispherical image.
- Scanner must have two unique xenon strobes for illumination of manhole interior.
- Xenon strobes must be adjustable in intensity for adjustment in different size manholes, vaults, and basins.
- Each xenon strobes must be able to be triggered at the same place in the manhole.
- The scanner must be able to adequately inspect manholes, vaults, or similar from 16" diameter to 120" in diameter or square, without the need of additional light sources.
- The scanner housing must be pressurized to a minimum of 1 bar to avoid water egress from damage. A low-pressure situation will alert the operator with an audible tone and text message on the camera controller's diagnostic display.
- Scanner must be able to capture images of the manhole wall while moving in the manhole at a speed of greater than 1 foot per second. Each frame can have no more than .007" of horizontal motion blur.

Yes

No

- Scanner must be able to capture images 100% of the interior manhole wall without gaps.
- Scanner must have a built in gyro stabilizing system to automatically align upward and downward images regardless of axial spin while lowering or retrieving the scanner in manholes.
- Scanner shall have no moving parts, internal or external.
- Scanner shall be no larger than 10" in diameter, and 7" in height.
- Camera housing must be cylindrical in design with long radius edges and no protruding surfaces to catch on during operations.
- All fasteners used on the scanner must be recessed so that no protruding fasteners catch during operations.
- A tool and spares kit, and storage transport case must be provided.

SPECIFICATION NO. 2

Power Supply / Controller

- Power supply controller shall be solely designed to operate a digital manhole scanner
- Power supply controller shall be rack mount, dual component design handling camera power and cable winch controls.
- Power supply controller must have removable power supply card situated on a bus for easy diagnostics or replacement without removal from the rack.
- Power supply controller shall weigh no more than 25 lbs. for ease of installation and shipping.
- The power supply controller must be constructed from lightweight, extruded aluminum with a minimum of 4 sides with over 80% of the surface area ventilated.
- The power supply controller must have forced air ventilation for cooling from a whisper fan or similar.

Yes

No

SPECIFICATION NO. 3

Powered Cable Winch

- The cable winch must be designed for use with manhole scanner.
- The cable winch shall be stationary mounted (to the skid mount) and hold a minimum of 328 linear feet of camera cable.
- Cable winch must be compatible with digital inspection equipment transferring data over a fiber optic cable.
- Cable winch must operate with a 48 volt DC power source.
- The cable winch must have an automatic level wind guide.
- The cable winch must have an electromagnetic clutch to engage and disengage the cable winch.
- There shall be a cable distance-measuring device built into the boom and integrated pulley.
- The cable winch shall be equipped with an emergency brake that will lock the reel if power is lost to the system to prevent uncontrollable unreeling of camera cable.

Yes

No

- Cable winch must have a remote control pendant with the following controls: reel direction and speed, reel stop, switch between internal and external controls.
- Cable winch must have an emergency stop button on both the drum and the pendant controller to remove all power to the downhole equipment.
- Cable winch must have a foldable boom that will lock into position at various angles.
- The cable winch's foldable boom must be able to support a minimum of 100 lbs.
- Camera cable must be a maximum of 0.405" diameter with 2000 lb. rating and Kevlar fiber armored.

SPECIFICATION NO. 4

Pressure Test Kit

- A pressure test kit must be supplied to pressurize the camera and tractor components.
- The pressure test set must provide clean dehumidified air to the components.
- The pressure test set must have quick connect adapters to accommodate each component.
- The pressure test kit must have an air gauge and air relief valve set to 1 bar to prevent over pressurization.

Yes

No

SPECIFICATION NO. 5

Digital Data Acquisitions Computer System

- Must be 19" rack mount design, mounted inside of a shock-proof plastic case with the camera power supply / controller unit
- Must have a minimum Intel i3 processor that is a minimum of 3.30 GHz in speed, with 3M Cache
- Must have a minimum of 4 GB of DDR2 RAM
- Must have a high resolution graphic card that meets the following specifications
 - 512 MB of memory
 - 1000 MHz memory clock
 - 64GB/s memory bandwidth
 - Maximum Resolution: 2560 x 1600 per display
 - 21.6 Gbps bandwidth
- Must have a minimum of one 80 GB solid state hard drive
- Must have a minimum of one 1 TB 7200 RPM SATA hard drive
- Must have a minimum of one 550 watt power supply
- Must have a DVD-RW / CD-RW optical drive
- Must include a rack mount KVM (keyboard, video, and mouse pad) with a minimum of 17" TFT LCD direct sunlight viewable screen with a minimum resolution of 1280 x 1024. The keyboard, mouse-pad, and screen must be a slide-out design with screen unfolding over keyboard and mouse-pad.

Yes

No

- Must be operating Windows 7 Professional with latest service pack.
- System shall include one (1) 500 GB external hard drives that plugs into the front of the PC chassis and operate using SATA and also can be ejected from the PC and used as an USB device.
- System shall include a PCI scanner interface to communicate with digital pipeline and manhole scanner.
- System shall either have onboard or include a PCI card with a minimum of two (2) RS-232 connections.
- Must include a 19" rack mount design UPS with a rating of a minimum of 500VA 7 Hr.
- System shall have a minimum of five-year manufacturer's on-site warranty, the dispatched technician will arrive on-site to repair the PC no later than the next business day, Telephone support for the PC will be 7 days per week from 7:00 a.m. to 5:00 p.m. PST

SPECIFICATION NO. 6

Yes

No

Skid Mount Platform

- Platform must be no larger than 48" x 48" square.
- Platform must include pockets at the lowest point, for a standard forklift place the platform into and out of a vehicle.
- Platform shall be constructed of lightweight structural steel with aluminum tread plate covering.
- Platform must include a minimum of 2 slide out drawers constructed of aluminum. Each drawer shall be able to hold a minimum of 250 lbs of weight.
- Drawers must be able to lock in the closed position.
- Lower drawer shall be constructed to accommodate the storage of the manhole camera and have a machined plastic cradle to secure the manhole camera during transport.
- A cable connector storage device shall be affixed to safely hold the connector during transport.
- A light-weight designed molded plastic rack mount case shall be attached to the platform.
- The case must have a shock mount system providing a minimum of 2" of sway space to isolate equipment.
- The case shall be a minimum of 14 units tall
- The case shall have (4) four lifting handles and a removable front and back cover.

SPECIFICATION NO. 7

Yes

No

Scanning Software

- Software shall be supplied for the inspection vehicle to control the scanner and save the inspection data to hard disk.
- Software shall be able to provide a live view of both the upward or downward camera of the scanner.
- The user shall be able to pan and tilt up to 185°, zoom, and correct lighting in the live image of both the front and rear camera.
- Software shall be able to control intensity of xenon strobe lighting
- Software shall be able to adjust the gamma or aperture of either camera.
- Software shall be able to compensate for degrading xenon strobes and be able to match the intensity of the front and rear strobes for an even picture.
- User shall be able to generate a geometric point cloud of the entire manhole surface so that detailed measurements can be taken of any feature inside of the manhole.
- Software must be able to automatically measure the diameter or the width and length of the profile of the manhole at any point in the horizontal plane throughout the manhole depth.
- Geometric point cloud data must be able to be exported into a DXF file format for import in to computer aided design software (CAD).
- Software shall be able to record both the upward and downward camera's images in a single file.
- Upon completion of the inspection of the manhole, the software will generate a file that will allow the user to utilize a virtual camera to pan and tilt anywhere within the manhole depth. The user shall be able to use a computer mouse to move and stop anywhere in the manhole, turn a full circle on any axis, and zoom as if the user was using a real pan & tilt camera.
- The virtual camera perspective view shall have a minimum of 500 lines of vertical resolution.
- Upon completion of the inspection of the manhole, the software will generate an unfolded view of the sidewalls that can be split anywhere in the radius of the manhole.
- Unfolded view resolution shall be no less than 3000 vertical lines.
- The user shall have the ability to measure features in the unfolded view in either inches or millimeters.
- The unfolded view must have the ability to zoom to 6X with a resolution in the zoom window of no less than 500 lines of vertical resolution.
- Software shall have the ability to capture a Windows AVI file of moving defects at a frame rate of 8 frames per second.
- Software shall include help files to basic software operation.
- Scanning software shall be able to export the manhole inspection to a MACP 4.4 format

SPECIFICATION NO. 8

Yes

No

Viewer Software

- The viewer software must be freely distributed software that does not require a license to operate.
- The viewer software must be able to operate without the need of installation on the host computer's hard disk. The viewer software must be able to run directly from a CD or DVD.
- The user shall be able to correct the gamma of both the perspective and unfolded view.
- Software shall allow user to view 100% of the interior manhole walls in a perspective view by use of a virtual camera that allows the user to act as if they are using a real pan and tilt camera. The computer mouse shall give control for forward and reverse direction and for full 360° pan and 360° tilt. The mouse with interaction with the keyboard shall provide zoom functions as well as gamma control. The "space" key shall bring the camera back to home position.
- Software shall be able to generate an unfolded view of the entire manhole with a visual scale of clock position and distance. The user shall be able to use the mouse to scroll on the distance of the manhole features, measure defects, and zoom.
- User shall be able to view a geometric point cloud of the entire manhole surface so that detailed measurements can be taken of any feature inside of the manhole.
- Software must be able to automatically measure the diameter or the width and length of the profile of the manhole at any point in the horizontal plane throughout the manhole depth.
- Geometric point cloud data must be able to be exported into a DXF file format for import in to computer aided design software (CAD).
- Geometric point cloud data must be able to be freely orbited in the X, Y, or Z axis by using a computer mouse, as well be able to choose a side or top view for quick orientation.
- Geometric point cloud data must be able to be sliced in either the X or Y axis to remove selected data to view any cross-sectional area.
- Software shall include help files to basic software operation.

SPECIFICATION NO. 9

Yes

No

Training

- The successful bidder shall furnish 8 hours of training for up to seven Owner designated employees on the operation technique, including the use of software for inspection coding, as well as care and maintenance of the camera equipment.

CLARK COUNTY WATER RECLAMATION DISTRICT

V - BID FORM BID NO. 120930 PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

Name of Firm _____

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

Item No.	Description	Quantity	Total	Grand Total
1.	Panoramic View Camera _____ (Manufacturer) _____ (Stock/Model No.) Delivery _____ Calendar Days (maximum 120 days)	1 Each	\$ _____	\$ _____
GRAND TOTAL				\$ _____

Standard Warranties:	Type of Warranty	Number of Years/Hours
	Type of Warranty	Number of Years/Hours
	Type of Warranty	Number of Years/Hours
	Type of Warranty	Number of Years/Hours

EXTENDED WARRANTY OPTIONS (IF ANY):

Extended Warranty:	Type of Warranty	Number of Years/Hours	Cost
Extended Warranty:	Type of Warranty	Number of Years/Hours	Cost

TERMS OF PAYMENT:

_____% , _____ calendar days.

ATTACHMENTS TO BID FORM

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

1. Attachment 1, Subcontractor Information, is attached.
2. Copies of the Technical Specification pages 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
BUSINESS LICENSE INFORMATION	
CURRENT STATE: LICENSE NO.	ISSUE DATE: EXPIRATION DATE:
CURRENT COUNTY: LICENSE NO.	ISSUE DATE: EXPIRATION DATE:
CURRENT CITY: LICENSE NO.	ISSUE DATE: EXPIRATION DATE:

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 DISTRICT 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 1
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

SUBCONTRACTOR INFORMATION

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

1. **Subcontractor Name:** _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

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

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

ATTACHMENT 2
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS

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 DISTRICT with Certificates of Insurance, per the sample format (pages 3-4), for coverages as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.
2. BEST KEY RATING
DISTRICT requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.
3. DISTRICT COVERAGE
DISTRICT, 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 DISTRICT, 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 DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. 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, DISTRICT may,

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

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 DISTRICT, 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 **120930** and **Panoramic View Camera for Manhole Inspections** (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)

PRODUCER

 1. **INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

 3. **BEST RATING**

 COMPANY A
LETTER

COMPANY'S

 COMPANY B
LETTER

BEST KEY

 COMPANY C
LETTER

RATING

 COMPANY D
LETTER

 COMPANY E
LETTER

INSURED

 2. **SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS**
COVERAGES

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

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

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

 8. **CERTIFICATE HOLDER**

 CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PURCHASING AND CONTRACTS DEPARTMENT
5857 E. FLAMINGO RD
LAS VEGAS, NV 89122

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

 9. APPOINTED AGENT SIGNATURE _____
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 3
BID NO. 120930
PANORAMIC VIEW CAMERA FOR MANHOLE INSPECTIONS**

**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:

- 7. **I am a Sole Proprietor;**
- 8. **I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 120930, entitled Panoramic View Camera for Manhole Inspections;**
- 9. **I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and**
- 10. **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. If not applicable, write in N/A.

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

This section is not required for publicly-traded corporations.

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 employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Print Name

Title

Date

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

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

* County employee means Clark County, 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)

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

For County Use Only:

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

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

For County Use Only:

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

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Notes/Comments:

Signature

Print Name
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