

**CLARK COUNTY**  
**WATER RECLAMATION DISTRICT**  
**INVITATION TO BID**

**BID NO. 726-08**

**PURCHASE & INSTALLATION OF A LIQUID CHROMATOGRAPHY/TANDEM  
MASS SPECTROMETER (LC/MS/MS) ION TRAP SYSTEM**

Clark County Water Reclamation District (CCWRD) is seeking bids for the purchase and installation of a Liquid Chromatography/Tandem Mass Spectrometer (LC/MS/MS) Ion Trap System from date of award through December 31, 2009.

A Pre-bid Conference will be held at **9:00 a.m. on May 12, 2008** at the 5857 East Flamingo Road, Conference Room "151", Las Vegas, Nevada 89122. The purpose of the Pre-bid Conference is to review the bid document and respond to pertinent questions regarding the Invitation to Bid. Bidders are strongly recommended to attend the Pre-Bid Conference if they have questions.

Bids will be received at the Security Desk located at the main entrance of the District's Administration Building, 5857 East Flamingo Road, Las Vegas, Nevada 89122 on, or before 2:00 pm on **May 26, 2008**. Bids submitted must be time-stamped upon receipt no later than 2:00 p.m. on the bid opening date. Bids time-stamped after 2:00 p.m. will be returned unopened to the Bidder. Bids may not be withdrawn after the bid receipt date.

Invitation to Bid packages are available on the District's website, [www.cleanwaterteam.com/bid](http://www.cleanwaterteam.com/bid) or by contacting the CCWRD Purchasing and Contracts Department, Gail Karafa, at 702-434-6611 or [gkarafa@cleanwaterteam.com](mailto:gkarafa@cleanwaterteam.com).

**The District desires that Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) have a maximum opportunity to participate in the performance of District projects. MBE and WBE firms are encouraged to bid on District projects**

PUBLISHED: May 5, 2008  
Las Vegas Review-Journal

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**SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION**

You have received this Invitation to Bid because you are listed on our mailing list for this item.

If you do not respond it may cause for your firm to be removed from the mailing list for this requirement.

**CLARK COUNTY WATER RECLAMATION DISTRICT  
CLARK COUNTY, NEVADA**

**INVITATION TO BID  
ITB NO. 726-08**



*The  
"Clean  
Water Team"*

**PURCHASE & INSTALLATION OF A LIQUID CHROMATOGRAPHY/TANDEM  
MASS SPECTROMETER (LC/MS/MS) ION TRAP SYSTEM**

**5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122**

## GENERAL PROVISIONS

BID NO. 726-08

# PURCHASE & INSTALLATION OF A LIQUID CHROMATOGRAPHY/TANDEM MASS SPECTROMETER (LC/MS/MS) ION TRAP SYSTEM

### 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

The term "Owner" as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada.

The term "BOT" as used throughout this document will mean the Board of Trustees, which is the Governing Body of the Clark County Water Reclamation District.

The term "Purchasing" as used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.

The term "ITB" as used throughout this document will mean the Invitation to Bid soliciting for the requirements specified herein.

### 3. REQUEST FOR INFORMATION

Any requests for clarification or additional information regarding the submission of this Invitation to Bid shall be directed to:

Gail Karafa  
Purchasing and Contracts  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, Nevada 89122  
Phone No. 702-434-6611

### 4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BOT or between a Bidder and a non-designated Owner contact, regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the 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 and/or considered for award by the BOT.

### 5. FEDERAL, STATE, LOCAL LAWS

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All Bidders will 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.

#### 6. SECURITY AND SAFETY

All Bidders will comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work

#### 7. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-600-1074). A copy of the tax exempt letter is available by calling our Purchasing and Contracts Department at 434-6611. The price(s) bid must be net, exclusive of these taxes.

#### 8. COLLECTION AND PAYMENT OF SALES TAX

All Bidders are required to possess a sales tax permit and shall collect and pay the taxes defines in NRS Chapters 372 and 374 if they sell tangible personal property in the State of Nevada. Permit application requirements are defined in NRS Chapter(s) 372.123.372.125 and 274.130. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

#### 9. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

#### 10. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

#### 11. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this contract, such inconsistency or conflict shall be resolved by the following descending order of preference:

- Technical Specifications attached hereto.
- Documents incorporated by reference on the face page(s) of the Purchase Order;

#### 12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact (Purchasing and Contracts Department)

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as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

### 13. PUBLIC RECORDS

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

### 14. BIDS ARE NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION

Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. 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 the Bidder and may not be considered for award.

### 15. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Department, 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 "Confidential/Proprietary Information" clause in the General Provisions; Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 434-6600 and request the Purchasing and Contracts Department to schedule your appointment.

### 16. PREPARATION OF FORMS

All bids will 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 will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

### 17. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner sufficient time to evaluate and obtain BOT approval for award.

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#### 18. ADDITIONAL BID

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

#### 19. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 2:00 p. m. will be returned unopened to the Bidder. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Deliver mailing for bids to: **HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FEDEX OR UPS).**

Clark County Water Reclamation District

Attn: Finance Department

5857 East Flamingo Road

Las Vegas, Nevada 89122

Bid No.: 726-08

Bid Name: Purchase & Installation of a LC/MS/MS Triple Quadrupole/Linear Ion Trap System

Bid Opening Date: May 26, 2007

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

#### 20. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 any evidences 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.

#### 21. CONFLICT OF INTEREST

The successful Bidder warrants that, to the best of its knowledge and belief, there are no agreements or affiliation that could give rise to an organizational conflict of interest.

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The Bidder agrees that, if after the effective date of this contract, it discovers an organizational conflict of interest with respect to the successful Bidder or the successful Bidder's performance hereunder, it shall make an immediate and full disclosure in writing to Owner. Such disclosure shall include a description of the action that the successful Bidder has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The contract may be terminated by Owner in the event such conflict would not be in the best interest of Owner.

The successful Bidder further agrees that if a conflict of interest is identified prior to the execution of this contract, it will adequately avoid, eliminate, or neutralize the conflict in a manner satisfactory to Owner.

In the event the successful Bidder was aware of an organizational conflict of interest any time prior to or after the execution of this contract and intentionally did not disclose the conflict to Owner, the contract may be terminated for default, or Owner may invoke such other remedies as may be authorized by law.

### 22. WITHDRAWAL OF BID

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 Contracts Administrator in writing, or a bid release form has been properly filled out 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.

No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

**If a Bidder intended for award requests that its bid be withdrawn during the 90 day offer period, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).**

### 23. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable.

In accordance with NRS 332.065.3 the Owner may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

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#### 24. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

#### 25. DISQUALIFICATION OF BIDDERS

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

- A. Failure to use the specified Bid Form furnished by the Owner.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration of the Bid form.
- F. Failure to fill out the Disclosure of Ownership/Principals form (Attachment 3).

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

#### 26. DISCLOSURE OF OWNERSHIP/PRINCIPALS

Any Bidder recommended for award of a contract by the Board of Trustees is required to provide the information on the attached "Disclosure of Ownership/Principals" form (Attachment 3). **The form must be submitted to the owner within 24 hours after request.** Failure to fill out the subject form by the Bidder shall be cause of rejection of the bid.

#### 27. PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT

A Bidder who bids on a contract may file a notice of protest regarding the awarding of the contract with the Contracts Administrator within 5 business days after the bid opening date. The notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated. A Bidder filing a notice to protest may be required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

Twenty-five percent of the total value of the bid submitted by the Bidder filing the notice of protest; or  
Two hundred fifty thousand dollars.

Owner will stay any award actions until after the Contracts Administrator has responded in writing to the protest. If the protestor is not satisfied with the response, protestor may then protest to the Owner BOT, who will render a final decision for the Owner. No bid protests will be heard by the BOT unless the bidder has followed the appeal process.

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

Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protestor in a bid process.

### 28. DISCRIMINATION

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognized 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, gender, ethnicity, disability, national origin, age or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

### 29. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contact compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of the contract. All requests for information will be in writing to the 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 may be cause for suspension and/or termination of the contract.

### 30. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

### 31. CONTRACTOR NON-COMPLIANCE WITH CONTRACT

Successful Bidder's non-compliance with any requirement, term or condition contained in this contract may result in Owner:

- A. Terminating this contract, in whole or part, for convenience or cause;
- B. Withholding payments;

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- C. Initiating suspension or debarment action against the Contractor; and
- D. Initiating other action, as appropriate.
- E. In addition, successful Bidder non-compliance with any statutory requirement included in this contract, may result in the successful Bidder and its employees and subcontractors being (under national, state and/or local laws, statutes or regulations) fined and/or imprisoned, or incurring other sanctions.

### 32. TERMINATION FOR CONVENIENCE

Notwithstanding anything herein to the contrary, in the event that Owner terminates the contract, in whole or in part, at any time, the corresponding portion of this contract may be terminated for convenience by Owner by written notice stating the extent and the effective date, and such termination shall not constitute default. In the event of partial termination, the successful Bidder is not excused from performance of the non-terminated balance of work under the contract. The effective date will be at least thirty (30) days from the receipt of notice unless, an earlier date is mutually agreed upon by the parties.

In the event of termination for convenience by Owner, the successful Bidder shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Owner may take immediate possession of all work so performed upon written notice of termination to successful Bidder.

Successful Bidder's obligations, including but not limited to obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this contract, shall survive such termination.

In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BOT (if the total amount is more than \$25,000) or the Purchasing and Contracts Department (if the award amount is \$25,000 or less) for approval.

### 33. TERMINATION FOR CAUSE

- A. Time is of the essence in performance of services under this contract. Owner may, by written notice of default to the successful Bidder, terminate this contract in whole or in part if the successful Bidder fails to:
  - i. Deliver the supplies or to perform the services within the time specified in this contract or any extension,
  - ii. Make progress, so as to endanger performance of this contract, or failure to provide adequate assurance of future performance,
  - iii. Perform any of the other provisions of this contract, or
  - iv. Meet its financial obligations to its employees, suppliers, and subcontractors.
- B. Owner's right to terminate this contract under subparagraphs (ii) and (iii) above, may be exercised if the successful Bidder does not initiate and diligently pursue all reasonable efforts to cure such

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failure within ten (10) days (or more if authorized in writing by Owner Contracts Administrator) after receipt of the notice from Owner specifying the failure.

- C. In the event of partial termination, successful Bidder is not excused from performance of the non-terminated balance of work under the contact.
- D. In the event of successful Bidder's default hereunder, Owner may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

1. METHOD OF AWARD

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

2. NOTICE OF AWARD

Award of this bid will be by the issuance of a purchase order. The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. INITIAL TERM

The initial term of this contract shall be from date of award through December 31, 2009.

4. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 180 calendar days from its expiration date for any reason.

5. POINT OF CONTACT

Owner's Contracts Administrator and/or Procurement Representative are the only designated point of contacts regarding changes/modifications in the scope of work, payment and price changes. Any technical inquiries are to be directed to the Owner's Technical Representative (s).

6. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has obtained all information and responses relevant to the services requested herein and familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

7. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, shall be included in your bid submittal. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the obtained time of bid opening may be cause to reject the entire bid.

8. ADDITIONAL BID SUBMITTALS

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

9. DESCRIPTIVE LITERATURE

Bidder should submit with its bid the latest printed specifications and advertising literature on the product(s) offered on the Bid Form.

#### 10. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount off no less than \$1,000,000 per occurrence, and Workers Compensation Insurance with limits as specified by Statute during the term of this contract. The successful Bidder shall include the cost of the insurance coverage in its bid price(s). The successful Bidder shall provide the Owner with proof of insurance as upon receipt of the notice to proceed.

The successful Bidder shall obtain and maintain for the durations of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite worker's compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 2**) 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.

The successful Bidder shall obtain and maintain the insurance coverage required in **Attachment 1**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in **Attachment 1**. All Bidders shall include the cost of the insurance coverage in their bid price(s).

#### 11. FISCAL FUNDING OUT

Owner's obligations under this Agreement are expressly subject to appropriation and/or approval of funds by its Board of Trustees. Further, in the event that funds are not appropriated in whole or in part; sufficient for performance of the Owner's obligations under a resulting contract, or appropriated funds may not be expended due to the Board of Trustees spending limitations, then this Agreement shall thereafter become null and void by operation of law, and the Owner shall thereafter have no liability for compensation or damages to the Proposer in excess of the Owner's authorized appropriation for the resulting Contract or the applicable spending limit, which ever is less. The Owner shall notify the Proposer as soon as reasonably possible in the event of non-appropriation or in the event a spending limitation becomes applicable.

The funds appropriated for this contract are equal to or exceed the contract amount for the period in which this contract was awarded. For work to be completed in subsequent fiscal years, if any, the Owner will notify the Proposer of the appropriation of funds for such work after the adoption of the Owner's annual appropriation ordinance for those years.

The Proposer and the owner agree and acknowledge as a part of this RFP, that no change order or other form or order or directive may be issued by the Owner which requires additional compensable work to be performed, which work causes the aggregate amount payable under a resulting contract to exceed the amount appropriated for the work requested herein, unless the Proposer has been given a written assurance by the Owner that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in a resulting contract.

#### 12. DELIVERY REQUIREMENT

**NOTE: The delivery requirements identified below are only minimal. Refer to Technical Specifications for the delivery requirements the Owner considers acceptable in providing the materials and services required herein.**

A. NOTICE OF DELIVERY

Owner shall be given 5 calendar day(s) notice prior to delivery. **Notify Gail Karafa, telephone number (702) 434-6611.**

B. LOCATION AND HOURS

Deliveries shall be made to the 6000 East Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding Owner's holidays), between the hours of 7:00 a.m. and 2:00 p.m.

C. MAXIMUM DELIVERY TIME

Maximum delivery time is ninety (90) 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.

D. FORCE MAJEURE

The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing in the customary manner, 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. The successful Bidder shall provide Owner satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

E. F.O.B. DESTINATION – FREIGHT PAID

The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

F. PARTIAL SHIPMENTS

Partial shipments will not be permitted.

G. TRAINING

Training, in the form of orientation, shall be provided to Owner's personnel by a qualified factory representative or the successful Bidder's personnel as described in the Technical Specifications, Specification No. 9 in the Technical Specification section, in the proper operation techniques, including care and maintenance of the product. This training shall take place at the AWT Laboratory, at the successful Bidder's expense.

H. INSTALLATION

The successful Bidder will be responsible for the installation as described in the Technical Specifications, Specification No. 9. Successful Bidder will be responsible for the removal of all residual packing or shipping materials. If requested, an authorized factory representative of the successful Bidder shall be present during installation, at no charge to the Owner.

13. FAILURE TO DELIVER

In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or procure the product and/or services from another supplier, and the successful Bidder shall pay to the Owner any difference between the bid price and the price paid another supplier.

14. MANUALS AND LISTS

**Two (2) copies (CD's are acceptable) of all applicable, instrumentation manuals, repair manuals and parts lists MUST be submitted to Owner at the time of delivery.**

15. PURCHASE ORDERS

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

16. 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 90 calendar days of the delivery of the product and/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 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.

All invoices should include the following information:

Company Name;

Complete Address (including street, city, state, and zip code);

Telephone Number;

Contact Person;

Clark County Water Reclamation District **Purchase Order Number;**

Company's Tax Identification Number;

Bid Number and Bid Name;

Itemized description, pricing and total amount due (excluding Sales and Use Tax);

Percentage Discounts/Payment Terms (if offered); and

Company's Invoice Number.

The successful Bidder is responsible to insure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Bid Form. Owner reserves the right to return invoices "**unpaid**" with insufficient information. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

Submit one (1) copy of invoices to the District for approval.

17. PARTIAL PAYMENT

Partial payments are not allowed. Partial payments requests will be accepted only at the sole discretion of the Owner.

18. WARRANTY

The successful Bidder(s) shall warrant all workmanship, materials, and equipment they have furnished for a period of 1 year after the final acceptance of services requested herein. If during the guarantee period, any defect, faulty materials, or workmanship are found, successful Bidder shall immediately, upon notification by the Owner, proceed at its own expense to replace and repair any damage as a result of this defective equipment or workmanship within 30 calendar days after notification.

19. ASSIGNMENT/SUBLETTING OF SUBCONTRACTS

There shall be no assignment or subletting of subcontracts

20. ETHICAL BEHAVIOR

Notwithstanding the successful Bidder's obligation to comply with all requirements, terms and conditions contained in this contract, the successful Bidder is encouraged to conduct an ongoing program to ensure the successful Bidder and its subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the successful Bidder or subcontractor employees may review documentation, participate in discussions, and help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, the successful Bidder and/or subcontractor's employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

21. PRICING

Successful Bidder represents and warrants to Owner that prices offered fairly reflect market cost savings resulting from this Agreement and that such prices or discounts are reasonably available to all other purchasers of services of like grade, quality, and quantity.

22. CONTRACTOR EMPLOYEE SUPERVISION

To avoid the occurrence or perception of a personal services contract, the successful Bidder employees shall not be directly supervised by Owner. All individual successful Bidder employee assignments, and daily work direction, shall be given by the successful Bidder. If the successful Bidder believes any Owner action or communication given could be construed as Owner directing the supervision of its personnel, the successful Bidder shall immediately notify the Owner's Contracts Administrator, in writing, of this situation.

The successful Bidder shall ensure its employees do not hold themselves out as employees, agents, or representatives of Owner. Throughout performance of this contract, the successful Bidder shall ensure its employees clearly identify themselves as employees of the successful Bidder.

The successful Bidder shall maintain records which document actions it has taken to ensure its employees are made aware of and fully understand the requirements of the paragraphs of this clause.

The substance of this clause shall be included in all subcontracts placed for any effort under this contract.

### 23. NEW PRODUCT

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

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

### 24. TERMS OF PAYMENT

Terms of payment, as listed on the Bid Form, shall be defined as the amount of discount offered by the Bidder to the Owner if payment is made within a specified time frame.

Examples:

Terms of Payment: 2%, 14 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 14 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 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 the Owner in the bid evaluation process unless the discount period offered by the Bidder is 14 calendar days or more.**

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**TECHNICAL SPECIFICATION INTENT:**

It is the intent of these specifications for the purchase and installation of a Liquid chromatography/tandem mass spectrometer (LC/MS/MS ) with positive and negative electrospray ionization (ESI) and positive and negative atmospheric pressure chemical ionization (APCI) capabilities, Liquid Auto sampler. The LC/MS/MS offered shall be new, unused, and conform to the specifications provided below.

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

**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 VARIANCES IN THE SPECIFICATION. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.**

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**SPECIFICATION NO. 1**

The LC/MS/MS to be installed in Environmental Laboratory and must include at minimum the following:

- Liquid sample introduction system, Electrospray Ionization Source, Atmospheric Pressure Chemical Ionization Source, Mass Spectrometer with Triple Quadrupole/Linear Ion Trap Design.
- Mass Analyzers, Q1 and Q3 are gold coated ceramic quadrupoles . The second Mass Analyzer (Q3) shall function as a quadrupole mass filter and or ion trap.
- Collision Cell (Q2) shall be a high-pressure quadrupole for high efficiency MS/MS fragmentation

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**SPECIFICATION NO. 2**

The instrument should have a direct atmospheric to vacuum interface module with curtain gas barrier for maintaining analyzer cleanliness and optimizing ion de-clustering capable of analyzing large batches of complex matrices over long periods of time without maintenance or performance degradation.

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**SPECIFICATION NO. 3**

The LC/MS/MS must be able to run methodologies for quantitating and identifying EDC, PCPP/ Pharmaceutical categories/class of compounds including but not limited to the following:

- NSAID/COX-2 inhibitors (ppt)
- Antidepressant (ppt)
- Beta-blockers (ppt)
- Narcotics analgesic (ppt)
- Anticonvulsant (ppt)
- Antibiotic (ppt)

SPECIFICATION NO. 4

The instrument should have capability for differentially pumped vacuum system to use air cooled turbo molecular pumps with a fail-safe vacuum system protection, which automatically shuts down and restarts after power failures.

The mass spectrometer shall be a triple quadrupole/ion trap tandem design. The ion source parameter such as voltage, nebulizer gas flow, probe temperature, etc. must be computer controlled. The collision cell (Q2) should be of multiple pole design, not lens stacked, for the best performance and sensitivity. The design should be one that prevents cross-talk, peak broadening, mass shift, and drops in sensitivity from occurring.

One water sample containing PPCP/EDC compounds will be sent out to competing bidders for analysis.

SPECIFICATION NO. 5

Maintenance agreement for the first year on the instrument, shall include the following:

- On-site service visits within forty-eight (48) hours.
- Unlimited telephone and/or email service support.
- Provisions for loaner equipment as needed.
- Software upgrade for the life of the equipment.

SPECIFICATION NO. 6

The system software shall include a Windows based data acquisition and editing software package that incorporates a graphical user interface utilizing multi-pane windows for easy data acquisition and analysis.

Software features shall include:

- Rapid scanning
- Combine traditional RF/DC scan modes and Enhanced MS, Enhanced MS/MS and MS/MS/MS scanning capability through information Dependent Acquisition (IDA) for MW and structural information from a single injection.
- Product ion scanning for structural elucidation
- Precursor ion and neutral loss scanning
- Automatic display of each experiment from a multi-experiment run (e.g. MS and MS/MS)
- Compatible with a variety of commercially available LC pumps, autosamplers, manual injectors and detectors.
- Data system control of ion path optics, interface electronics and gas supplies to mass spectrometer and ion sources.
- Data must transfer easily and directly to Microsoft office such as excel, word and power point.
- Result from instrument will require automatic upload into lab LIMS

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SPECIFICATION NO. 7

The LC System shall include a binary pump system with vacuum degasser, control model, a thermostatically controlled column and oven, solvent cabinet, diode array detectors with extended wavelength ranging from 200 to 900 nm with all latest software and licenses included.

- Must be able to detect pressure instability as well as having extensive error detection capabilities to diagnostic purposes.
  - Must be able to operate from 0 – 5800 psi with user selectable upper and lower limits and flow rates settable from 0.05 – 2 ml/min in discrete steps of 0.01 ml/min
  - It must have purge valve for convenient flushing and mobile phase change.
  - Control module must display instrument status, solvent pressure traces and online signal monitoring during the run.
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## SPECIFICATION NO. 8

The system software contains and is able to perform the following

- Library generation and search capability
- Contour plot display for mass and UV spectra
- Fragmentation interpretation tool module
- Completely automate quantitative data processing and reporting capabilities
- Direct and easy data transfer to popular word processing programs such as MS Word, Excel, Power Point, etc.
- Fully automated, customized data processing utilizing scripting.
- The system software shall support the following calibration curve fit modes for Quantitative analysis:
  - Linear least squares.
  - Weighted linear least squares.
  - Linear forced-through-zero least squares.
  - Method of standard additions.
  - Additions calibration.
- Real time graphics with ability to display transient and continuous signal profiles.
- Quantitative analysis including external calibration, additions calibrations, method of standard additions, isotope ratios and isotope dilution's and semi quantitative analysis.
- All analytical raw data must be retained and stored on hard disk, encrypted to prevent tampering per US EPA requirement to support a complete data audit trail.
- Methods requirements for the time and date must be printed on each sheet of data generated by the system.

On-line help with quick steps to reference entire instrument user manual.

- Data reprocessing on stored data without re-running samples for changes of calibration points, internal standard points or curve fit mode.
- Computer controlled automatic selection of gases when multiple gases or mixed mode are specified within a single method.
- Computer controlled automated optimization of gas flow.
- System must be capable of supporting a syringe-pump based auto-dilution system.
- The software must support auto-dilutions by both a global dilution factor and serial dilutions for samples out of range.

All sample results shall be presented in a single report incorporating all the modes of measurement utilized (e.g. vented and pressurized cell modes) during the sample analysis

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SPECIFICATION NO. 9

The instrument shall have:

1. Mass Range of m/z of 5 to 2,800.
  2. Scan speed of 2,400 amu/sec in RF/DC mode and user-settable scan speeds of 250 amu/sec, 1,000 amu/sec, and 4,000 amu/sec in linear ion trap mode.
  3. Polarity switching of 700 ms or less.
  4. Dynamic range of 1 cps to 4,000,000 cps (pulse counting)
  5. Mass stability of 0.1 amu over 8 hrs with normal operating temperature.
- 

SPECIFICATION NO. 10

On-site set/up, installation and training must include training for 3 (three) chemists for a minimum period of 4 (four) working days after the complete set-up and installation. The chemist(s) should be trained to the extent that they can complete a successful analytical run including full analyte list meeting EPA criteria. This shall include acceptable (**meets or exceeds EPA Criteria**) calibration curves, IDL, internal Standards, LDR, MDL study, ICV, CCV, CCB, LCS, Matrix Spikes, Sample Duplicate runs and sample runs. On-site set/up, installation and training shall also include all labor and travel expenses. The installation of the instrument must be initiated within 7 (seven) calendar days of receipt and completion within 72 (seventy-two) hours. After installation, instrument must demonstrate its ability to operate consistently for 30 working days without any hardware or software issues to be considered satisfactory.

NOTE: The instrument must be able to fit on a 8' x 4' table with adequate bench space for working and maintaining the equipment.

**DEFINITION OF REQUIREMENTS FOR THE INSTRUMENT INSTALLATION AND DEMONSTRATION OF CAPABILITIES ARE AS FOLLOWS:**

1. **Calibration Curve:** Should include a minimum of six (6) points with the lowest being the RL and correlation coefficient greater than 0.995 for linear straight line
  2. **IDL and MDL:** Must meet EPA criteria for seven (7) replicates at 3-5 times the noise ratio to achieve required reporting level for at least two (2) analytes to be selected by the lab.
  3. **Blanks must be consistently below calculated MDL**
  4. **Matrix interference must be addressed**
  5. **Initial Demonstration of Capability:** Four (4) LFB showing minimum acceptable recovery of 95-105%
  6. **ICV Minimum requirement of 95-105% recovery**
  7. **LFB/CCV Minimum requirement of 90-110% recovery**
  8. **Instrument must show a linear dynamic range of at least 110% of high calibrating standards**
  9. **Duplicate analyses should demonstrate less than 10% RPD**
-

**BID FORM**  
**BID NO. 726-08**  
**PURCHASE & INSTALLATION OF A LIQUID CHROMATOGRAPHY/TANDEM**  
**MASS SPECTROMETER (LC/MS/MS) ION TRAP SYSTEM**

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

This bid is submitted in response to the Owner's Invitation To Bid and is in accordance with all conditions and specifications in this document, **F.O.B. Destination, Freight Prepaid.**

Item No.	Description	Quantity	Unit of Measure	Unit Price	Extended Total
1	Purchase & Installation of a Liquid Chromatorgraphy/Tandem Mass Spectrometer (LC/MS/MS) Ion Trap System  Manufacuter _____  Model No. _____	1	Each	\$ _____	\$ _____
2	Warranty to include Parts and Labor	4	Years	\$ _____	\$ _____

**GRAND TOTAL** \$ \_\_\_\_\_

**DELIVERY:** \_\_\_\_\_ calendar days (Maximum)

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

**ATTACHMENTS TO BID FORM**

1. A copy of the product's printed specifications advertising literature or catalogs as specified are attached.
2. A copy of the product's standard warranty is attached.
3. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.
4. A copy of the product's standard maintenance agreement is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, dated \_\_\_\_\_

***DEVIATIONS TO BID***

**The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.**

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
NAME OF BIDDER (PRINT OR TYPE)

\_\_\_\_\_  
ADDRESS OF FIRM

**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 County 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.

## 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

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

2. BEST KEY RATING

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

3. OWNER COVERAGE

The Owner, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverage. The successful Bidder's insurance shall be primary as respects the Owner, its officers and employees.

4. ENDORSEMENT / CANCELLATION

The successful Bidder's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically the successful Bidder's contractual obligation of additional insured to Owner. All policies must note that the Owner will be given 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 **\$10,000** without the express written permission of the Owner.

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, the 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, the 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 this contract.

9. WORKERS' COMPENSATION

The successful Bidder shall obtain and maintain for the duration of this 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 2) indicating that the 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 the successful Bidder fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order the successful Bidder to stop the work, declare the successful Bidder in breach, suspend or terminate the contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the successful Bidder or deduct the amount paid from any sums due the successful Bidder under this contract.

11. ADDITIONAL INSURANCE

The successful Bidder is encouraged to purchase any such additional insurance as it deems necessary.

12. DAMAGES

The successful Bidder is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the successful Bidder, their subcontractors or anyone employed, directed or supervised by successful Bidder.

13. COST

The 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 General Provisions for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by the successful Bidders' Insurance Company representative:

- A. Insurance Broker's name, complete address, contacts 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)
  - i. Policy Number
  - ii. Policy Effective Date
  - iii. Policy Expiration Date
  - iv. General Aggregate (\$2,000,000)
  - v. Products - Completed Operations Aggregate (\$2,000,000)
  - vi. Personal & Advertising Injury (\$1,000,000)
  - vii. Each Occurrence (\$1,000,000)
  - viii. Fire Damage (\$50,000)
  - ix. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
  - i. Policy Number
  - ii. Policy Effective Date
  - iii. Policy Expiration Date
  - iv. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description

Bid Number and Name of Contract (must be identified on the initial insurance form and each renewal form).

- H. Certificate Holder

Clark County Water Reclamation District

5857 E. Flamingo Road

Las Vegas, Nevada 89122

The Certificate Holder is named as an additional insured.

- i. Nevada Resident Agent Signature

**CLARK COUNTY CERTIFICATE OF INSURANCE**

<b>PRODUCER</b> 1. <b>INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE &amp; FAX NUMBERS</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE

<b>INSURED</b> a. <b>SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE &amp; FAX NUMBERS</b> 3. <b>DEDUCTIBLE \$25,000</b>	COMPANY A LETTER →
	COMPANY B LETTER →
	COMPANY C LETTER →
	COMPANY D LETTER →
	COMPANY E LETTER →

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

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

7. **DESCRIPTION OF BID NO 726-08:** Naming Clark County Water Reclamation District as additionally insured.

8. <b>CERTIFICATE HOLDER</b>  CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E FLAMINGO ROAD LAS VEGAS, NV 89122 <b>The Certificate Holder is named as an additional insured.</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	9. NEVADA RESIDENT AGENT (NRS 680A.300)

**AFFIDAVIT**

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. 661-07, entitled Automated Titrator and Ion Analyzer System;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. 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 this 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

### DISCLOSURE OF OWNERSHIP/PRINCIPALS

**Type of Business:**

Individual     Partnership     Limited Liability Company     Corporation     Trust     Other

**Business Name:**

(Include d.b.a., if applicable)

\_\_\_\_\_  
\_\_\_\_\_

**Business Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Telephone:**

\_\_\_\_\_

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**Disclosure of Ownership and Principals:**

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. "Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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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 / Capacity

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

\_\_\_\_\_  
Date