

CLARK COUNTY
WATER RECLAMATION DISTRICT
INVITATION TO BID

BID NO. 732-08

Clark County Water Reclamation District (CCWRD) is seeking bids for the Annual Requirements Contract for SCADA System Maintenance and Programming Support Services.

CCWRD will hold a Pre-Bid conference at **12:00 p.m.(pst) on July 24, 2008** at 5857 East Flamingo Road, Conference Room 131, 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. Written request for interpretation, clarification and/or additional information must be received in writing to Gail Karafa at gkarafa@cleanwaterteam.com no later than **2:00 p.m. (pst) on July 23, 2008**. Written questions that, at the discretion and in the judgment of the OWNER suggest a formal response, will be answered in writing by way of an addendum after the Pre-Bid conference.

Bids will be received at the Security Desk located at the main entrance of the District's Administration Building, 5857 East Flamingo Road, Conference Room 131, Las Vegas, Nevada 89122 on, or before **August 1, 2008 at 2:00 pm. (pst)**. 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 Bids may not be withdrawn after the bid receipt date.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 online at www.cleanwaterteam.com/bid or by contacting the CCWRD Purchasing and Contracts Department, Gail Karafa at 702-434-6611.

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: July 18, 2008
Las Vegas Review-Journal

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. 732-08



*The
"Clean
Water Team"*

**ANNUAL REQUIREMENTS CONTRACT FOR SCADA SYSTEM
MAINTENANCE & PROGRAMMING SUPPORT SERVICES**

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

GENERAL PROVISIONS
BID NO. 732-08
ANNUAL REQUIREMENTS CONTRACT FOR SCADA SYSTEM
MAINTENANCE & PROGRAMMING SUPPORT SERVICES

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.

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
Fax No. 702-450-4411
gkarafa@cleanwaterteam.com

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

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

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

7. BUSINESS LICENSES, PERMITS AND REGISTRATION

Prior to commencing performance under this contract, the successful Bidder shall ensure that it has obtained all required business licenses, permits and registrations required by the city, county, state and federal laws and regulations necessary for the performance of its services under this contract.

8. CERTIFICATION

The successful Bidder represents and warrants that it possesses a valid employer identification number and sufficient amount of Workman's Compensation and Liability Insurance and other required sureties, registrations, or licenses necessary to lawfully perform this contract. Any expenses, penalties, or costs incurred by Owner as a result of the successful Bidder's failure to maintain a valid employer identification number, Workman's Compensation and Liability Insurance or other required sureties, registrations, or licenses, will be reimbursed by the successful Bidder within ten (10) working days of written notice of such expenses, penalties or costs.

9. 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.

10. COLLECTION AND PAYMENT OF SALES TAX

All Bidders are required to possess a sales tax permit and shall collect and pay the taxes defined 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.

11. 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.

12. 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.

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13. 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:

- Scope of Work attached hereto.
- Documents incorporated by reference on the face page(s) of the Purchase Order;
- These terms and conditions of Purchase, supplements, exhibits, tables and appendixes attached thereto;
- Order-specific provisions which are typed or handwritten on the Purchase Order as additions to the pre-printed terms.

In cases of ambiguity in the specifications/scope of services required herein, exhibits, appendixes or other documents included and incorporated under this contract, the successful Bidder must, before proceeding, consult the Owner, whose written interpretation shall be final.

14. INDEMNITY

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

15. 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) 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.

16. 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

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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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

Delivery of bids: **HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FEDEX OR UPS).**

Clark County Water Reclamation District
Attn: Finance Department

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5857 East Flamingo Road

Las Vegas, Nevada 89122

Bid No.: 732-08

Bid Name: Annual Requirements Contract SCADA System Maintenance and
Programming Support Services

Bid Opening Date: August 1, 2008

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

22. 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.

23. 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.

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 detail, or Owner may invoke such other remedies as may be authorized by law.

24. WITHDRAWAL OF BID

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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 Specialist 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, 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, 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. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be a part of the determination of award of this bid unless otherwise specified. Refer to Selection Criteria.

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.

26. REJECTION OF BID

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

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 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.

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F. Failure to fill out the Disclosure of Ownership/Principals form if requested.

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

28. 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. Failure to fill out the subject form by the Bidder may be cause for rejection of bid.

29. TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 or more bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid and Owner can justify awarding to the 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 General Conditions. When a drawing is necessary, the Bidders 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.

30. 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.

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

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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, and loss of income or other damages sustained by the protestor in a bid process.

31. USE BY OTHER GOVERNMENT ENTITIES

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

32. 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.

33. IMMUNITY FOR INCORRECT DATE GENERATION

The Owner, its officers and employees shall be immune for any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the Owner, its officers or employees, regardless of the cause of the error (reference NRS 41.0321)

34. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract 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.

35. ASSIGNMENT OF CONTRACTUAL RIGHTS

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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.

36. CONTRACTOR NON-COMPLIANCE WITH CONTRACT

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

- Terminating this contract, in whole or part, for convenience or cause;
- Withholding payments;
- Initiating suspension or debarment action against the Contractor; and
- Initiating other action, as appropriate.

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.

37. 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, and 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.

38. PARTIAL PAYMENT

Partial payments are allowed. Partial payments requests will be accepted only at the sole discretion of the Owner.

39. TERMINATION FOR CAUSE

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- 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 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 contract.
- 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.

BID FORM
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1. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder in aggregate (Bidder must bid on all items) 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. PRE-BID CONFERENCE

CCWRD will hold a Pre-bid Conference. The Pre-bid Conference will be held at 9:00 a.m. on July 24, 2008 at 5857 East Flamingo Road, Conference Room 106, 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. A site visit is optional to give bidders the awareness and locations of the facilities to be serviced.

4. INITIAL TERM

The initial term of this contract shall be from date of award through September 30, 2009, with the option to renew for an additional four (4) one-year periods, unless terminated, cancelled or extended as otherwise provided herein.

5. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 90 calendar days from its expiration date for any reason.

6. CONTRACT MANAGEMENT

a. For the work performed under the contract, a designated Owner technical representative will serve as the point of contact for the purposes of:

- 1) Monitoring the Contractor's technical performance for the services required herein.
- 2) Preliminary determination of the acceptability of all reports and data specified for the services required herein.
- 3) Review and approval of any cost information required of additional services not defined by the Statement of Work.

b. The successful Bidder will respond through the Owner's Procurement Representative for the following:

- 1) Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments.

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- 2) Agreements between the parties, which by their nature effect a change to the contract, shall only be binding upon the parties when such agreement or actions are specifically authorized in writing by the Owner's Procurement Representative.
 - 3) All correspondence and communications, pertaining to this contract, between Owner and the successful Bidder shall be directed to Owner's Procurement Representative.
- c. No such direction, guidance, suggestion, or order of Owner shall be binding upon Owner and shall not be the basis of any claim or entitle the successful Bidder to an equitable adjustment unless approved in advance and in writing by Owner's Procurement Representative.

7. POINT OF CONTACT

Owner's Contracts Administrator and/or Procurement Representative are the only designated point of contacts regarding changes/modifications in work scope and renewal options, payment and price changes.

8. WORK ISSUED

Any work/order issued during the effective period of this contract and not completed within that period shall be completed by the successful Bidder within the time specified in the order. This contract shall govern the successful Bidder's and Owner's rights and obligations with respect to that work/order to the same extent as if the work/order was completed during the contract's effective period provided that the successful Bidder shall not be required to make any deliveries or perform any services under this contract after the end of the period of performance.

9. 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.

10. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, financial information 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 obtained time of bid opening may be cause to reject the entire bid.

11. 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 may be cause for rejection.

12. INSURANCE

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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 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 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.

The successful Bidder shall obtain and maintain the insurance coverage required in Attachment 2, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in Attachment 2. All Bidders shall include the cost of the insurance coverage in their bid price(s). Owner reserves the right to request additional insurance coverage and amounts when deemed necessary.

13. 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 Bidder in excess of the Owner's authorized appropriation for the resulting Contract or the applicable spending limit, whichever is less. The Owner shall notify the Bidder 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 Bidder of the appropriation of funds for such work after the adoption of the Owner's annual appropriation ordinance for those years.

The Bidder and the owner agree and acknowledge as a part of this ITB, 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 Bidder 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.

14. FINANCIAL STATEMENT

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Provide a statement that reflects the Bidder's financial ability to complete this contract. Submit proof of adequate financial resources which would be available to the Bidder for the prosecution and completion of the work hereunder. Such information could include: (a) For each of the past five (5) years, copies of balance sheets, profit and loss statements, statement of changes in financial position, including footnotes, and auditor's opinions or financial statements, or annual report of stockholders, (b) Documentation of an open letter of credit or other arrangement with an established bank, under which financing would be provided, and/or (c) Certification by financial officer of an independent accountant for the Bidder stating that the Bidder has adequate financial resources for the prosecution and completion of the work called hereunder.

15. 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.

16. 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 temporarily procure the product and/or service from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier. Refer to Scope of Work.

17. CONSUMPTION ESTIMATES

The quantities appearing in the Bid form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities or services rendered 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 the prices.

18. 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, including any renewal options exercised.

19. INVOICING

Invoices 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 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

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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 of services rendered, period and location being billed, 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 the invoices to the District in care of Accounts Payable.

20. INVOICE AUDITS

The successful Bidder shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the 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 the Owner's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than 7 calendar days after notification by the Owner. In the event that the successful Bidder undercharged the Owner, the Owner shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged the Owner, the successful Bidder shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the successful Bidder in breach of the contract,

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terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

21. OWNER'S PROPERTY

All security badges, access keys and other items provided by the Owner shall be and remain the property of Owner.

All such items shall be used only in the performance of work under this contract unless Owner consents otherwise in writing.

Successful Bidder shall have the obligation to maintain any and all property furnished by Owner to successful Bidder and shall be responsible for all loss or damage to said property except for normal wear and tear. Owner will not be providing tools or equipments necessary for this contract.

22. ASSIGNMENT/SUBLETTING OF SUBCONTRACTS

There shall be no assignment/subletting of this contract.

23. 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, help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, the employees of the successful bidder and its subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

24. PRICING

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

25. COMPLIANCE WITH LAW

Successful Bidder warrants that the materials to be furnished and the services to be rendered under this contract shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Successful Bidder certifies that with respect to the production of the articles and/or the performance of the services covered by this contract, it has fully complied with Sections, 6, 7, 12 and 15 of the Fair Labor Standards Act of 1938, as

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amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.

Successful Bidder warrants that all equipment and materials delivered under this contract are in accordance with the latest OSHA requirements.

Successful Bidder warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations, and

Successful Bidder further agrees to save Owner harmless from any loss, damage, fine, penalty, or expense whatsoever that Owner may suffer as a result of Contractor's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

- a. 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.
- b. 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.
- c. 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 paragraphs a. and b. of this clause. The substance of this clause shall be included in all subcontracts placed for any effort under this contract.

26. ESCALATION

Employment Cost Index

The pricing on this bid is based on an hourly labor rate. The hourly labor rate bid must remain in effect for a period of 1 year from the date of award. If, at the end of the 1 year period, the successful Bidder elects to submit a written request to change the hourly rate, it may be adjusted by adding to or deducting from it any percentage increase or decrease in employment cost based on the following index: United States Department of Labor, Bureau of Labor Statistics, Employment Cost Index, Table 3, Index for Total Compensation for Private Industry Workers by Industrial and Occupational Group, Industry and Occupational Group. The Owner shall be given ninety (90) calendar days advanced notification. The successful Bidder shall submit the appropriate documentation including the indices to evaluate and confirm the labor rate change.

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Only one (1) written escalation request will be allowed during each renewal option period if the option is renewed by the Owner.

27. INSPECTION

The performance by the successful Bidder and quality of work delivered, including services rendered and any documentation or written material complied shall be subject to inspection, review and acceptance by Owner Procurement Representative or his duly authorized representatives.

Owner's failure to inspect does not relieve successful Bidder of any responsibility to perform according to the terms of the contract.

28. 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 period.

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.

1. INTENT

It is the intent of this ITB to describe the requirements to perform an Annual Requirements Contract for SCADA system maintenance, programming support services and rapid response repairs for Clark County Water Reclamation District (CCWRD) facilities.

Locations include the main facilities know as Central Plant, AWT Plant, Laughlin Wastewater Treatment Plant, Desert Breeze Water Resource Center and lift stations located in the Las Vegas Valley and remote service areas throughout Clark County, Nevada.

2. LOCATIONS

The Owner may require SCADA SYSTEM MAINTENANCE & PROGRAMMING SUPPORT SERVICES at Clark County Water Reclamation District (CCWRD) Locations as follows:

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A. Las Vegas Facilities

- 1) Central Plant Location (CP), 6000 E. Rochelle Avenue, Las Vegas
- 2) Advanced Wastewater Treatment Facility (AWT), 4060 Hollywood Blvd., Las Vegas
- 3) Desert Breeze Water Resource Center (DBWRC), 4085 S. Tomsik St., Las Vegas
- 4) Blue Diamond Ponds
- 5) All Las Vegas Lift Stations
 - a. Lincoln Lift Station
 - b. Whitney Lift Station
 - c. Pebble 2 Lift Station
 - d. Mountains Edge Lift Station
 - e. Quarry Lift Station
 - f. Pecos Lift Station
 - g. Casa Buena Lift Station
 - h. Woodland Park Lift Station
 - i. Metro II Lift Station
 - j. Shaffer Lift Station
 - k. Metro I Lift Station
 - l. Regency Lift Station
 - m. Maryland Parkway Lift Station
 - n. Cottonwood Lift Station
 - o. Highland Lift Station
 - p. Northpoint Lift Station
 - q. Eldora Lift Station
 - r. Paradise Lift Station
 - s. Shelter Cove Lift Station
 - t. Symphony Lift Station
 - u. Sunrise Lift Station
 - v. Overton Museum Lift Station
 - w. Overton Park Lift Station
 - x. Overton Main Lift Station
 - y. Indian Springs Lift Station
 - z. Searchlight Lift Station

B. Laughlin Facilities

- 1) Laughlin Wastewater Treatment Plant (LWTP), 450 Bruce Woodbury, Laughlin
- 2) All Laughlin Lift Stations
 - a. Lift Station 1
 - b. Lift Station 2
 - c. Lift Station 3

The Owner reserves the right to make changes increasing or decreasing the Owner's locations requiring service.

2. PROJECT REQUIREMENTS

The successful bidder will provide technical support staff on an on-call, as-needed basis for SCADA SYSTEM MAINTENANCE & PROGRAMMING SUPPORT SERVICES throughout Clark County at CCWRD facilities based on their hourly bid cost for staff. The successful contractor will have staff

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available 24 hours a day, seven (7) days a week that may be contacted on mobile phone or by another reliable method by District staff to provide assistance with unscheduled and scheduled SCADA system maintenance issues. The on-call person must be able to respond and arrive at District facilities within the Las Vegas Valley within one (1) hour of receiving the call or outside of the valley in less than four (4) hours to provide expert assistance. The responder must be capable of troubleshooting SCADA system hardware, software, telemetry or other communication issues and be able to program or re-program computerized control systems, HMIs or PLCs to compensate for system equipment issues or process changes as requested by District staff in the field in a timely manner. The contracted staff will work as an expert team member for the District's Centralized Maintenance Department Control Systems Group as required.

Services Required:

Scheduled Maintenance

1. Scheduled maintenance will be performed by the successful contractor to assist CCWRD with their continually operational SCADA hardware and software maintenance and troubleshooting. These services will be made available each month of the contract term and will be allocated each month, as deemed necessary by the CCWRD Control Systems Engineer and Centralized Maintenance or Plant Management. Scheduled monthly support services will also include SCADA programming enhancements, telephone and remote access support, as necessary for keeping software current and functional, or as desired by the Control Systems Engineer, Centralized Maintenance or Plant Management.
2. The above services shall be provided on an hourly basis as deemed necessary by authorized CCWRD personnel. The support services provided by the contractor each month will be documented and billed for services rendered each month. Contractor on-site response time to Scheduled Maintenance requests from the District's representative will be flexible but should typically occur within seventy-two (72) hours or less of the District's request to the successful contractor. Requests may come in the form of phone calls or other electronic communication.

Unscheduled Maintenance

1. Unscheduled maintenance will be performed at the standard hourly rates as bid for the period of this agreement. Unscheduled maintenance includes the tasks stated previously, plus troubleshooting and repair of instrumentation, wireless and cabled communication systems, computers, networks and motor control circuits. Telephone response and remote access support will also be available as deemed necessary by CCWRD.
2. Response times will vary depending on the priority of the failure.
 - a. Critical priority failures are defined as problems that prevent the process or equipment from running, may cause an unsafe condition or permit violation, and that require personnel to work overtime. Critical priority response time will be within one hour for Las Vegas valley locations and four hours or less for District facilities outside of the valley.
 - b. Non-critical failures are defined as process problems that can be resolved by the District by switching to a backup or standby system, but that require restoring the lead system to full operation with a reasonable period of time without incurring personnel overtime. Non-critical priority response time will

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be within the next business day, excluding weekends and holidays. Requests may come in the form of phone calls or other electronic communication.

3. LICENSED CONTRACTOR

The work performed under this contract shall be performed by a State of Nevada, Clark County Business License that is rated for the work herein.

The Contractor shall procure all licenses, except as provided otherwise, and pay all charges, fees and give all notices necessary and incidental due to the lawful prosecution of the work.

4. KEY PERSONNEL

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions for each location on a regular basis. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the Owner and a copy to the Contract Administrator of record. Assigned staff must have required certifications and years of experience at the time of bid submission.

5. REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

The work specified shall conform to or exceed requirements of applicable codes and of reference standards to the extent that provisions of the documents are not in conflict with the contract documents or applicable codes.

6. WORK AND PROJECT COMPLETION

The successful contractor shall be required to maintain daily communications with the CCWRD administrative designee as to the status of all work underway.

7. INSPECTION SERVICES

The Owner shall have access during the progress of any work until final completion for the purpose of inspecting work at all the work sites. Any observation, inspections, and/or testing performed by the Owner will not relieve the successful contractor of his obligations to perform the same as required in the contract. The successful contractor shall replace work rejected due to inferior or defective materials, poor workmanship, improper installation, nonconformity with the requirements of the contract documents, with satisfactory work at no additional cost to the Owner. The successful contractor shall replace as directed, finished or unfinished work found not to be in

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strict accordance with the contract, even though such work may have been previously approved and payment made therefore.

The Owner and the Owner's authorized representative(s) shall have the right to reject any materials and workmanship services which are defective, inferior, or require correction. The successful contractor shall promptly remove rejected work and materials from the site.

Failure or neglect on the part of the Owner or the Owner's authorized representative(s) to condemn or reject bad or inferior work or materials does not imply an acceptance of such work or materials, nor is it to be construed as barring the Owner's or the Owner's authorized representative(s) at any subsequent time from recovering damages or a sum of money needed to build anew all portions of the work in which inferior work or improper materials were used.

The successful contractor shall furnish evidence that at the time of bid submission, they are a Certified Wonderware Integrator and local, key personnel have at least 3 years field and project related experience with Wonderware Archestra IAS version 3.0 and hold certification in **Wonderware Archestra IAS**.

Additional required experience with the implementation and maintenance of Wonderware Historian (INSQL) and Active Factory is necessary. Staff should be able to perform system configuration, database imports, trending and reporting functions based on Operations requests or system maintenance requirements. The successful contractor should be capable of training District Operations personnel in the use of the trending and reporting tools available in Active Factory.

The successful contractor is required to show experience in Wonderware InTouch version 10 or previous versions to the extent that should allow them to update and extensively modify any of the District's SCADA systems HMI applications. They should have experience on Terminal Server and Fat Client based applications of this product. References of their experience with this type of implementation should include the number of tagnames in the application, number of tag servers, thin or fat client workstations and an overall description of the implementations, reference sites and customer contact information. Experience with Citrix and ACP based devices and systems management is desirable.

The successful contractor shall additionally furnish evidence that at the time of bid submission that local, key personnel have at least three (3) years field and project related experiences with Allen-Bradley PLCs, hardware and Rockwell software to include:

- Contrologix PLCs (firmware v16) hardware and associated RSLogix5000 application software
- PLC5 PLCs, hardware and associated RSLogix5 application software
- SLC & MicroLogix PLCs, hardware and associated RSLogix500 application software.
- PanelView / PanelView Plus hardware and application software

The successful contractor must also be experienced in implementing and troubleshooting physical layer media, devices, and programming related to the use of control system specific PLCs, bridging devices and network protocols including ControlNet, DH+, MODBUS RTU, Ether/IP, RS-232, TCP/IP & USB connected systems. Experience in programming and troubleshooting of PLC and device communications with Ethernet and MODBUS digital interfaces on Allen Bradley,

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Toshiba, Robocon & Cuttler-Hammer variable frequency drives and Rotork PACKSCAN two-wire valve controllers is required.

The successful contractor's staff experience with licensed and unlicensed radio system networks for telemetry should also include installation, configuration and troubleshooting of these networked systems when used with PLCs for purposes of monitoring and control via SCADA system interfaces.

The level of experience and expertise required above should allow the successful contractor's local staff to perform software development, deployment, troubleshooting, SCADA system programming and maintenance within the scope of this contract.

8. OPERATION OF EXISTING FACILITIES

All work which affects operational continuity of existing facilities and plant processes shall be coordinated and scheduled with CCWRD personnel administrating this contract.

In the event that interruptions in SCADA or telemetry operations, etc., are required for emergency repairs, the successful contractor shall obtain the Owner's permission for each interruption of service with as much advance notice as possible from Operations via the Control Systems Group. Interruption of SCADA system functionality shall be well planned, and all materials, software and equipment necessary to do the work shall be on hand. The successful contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the maintenance window. Work shall proceed continuously (around the clock) if necessary to minimize any outages. The successful contractor shall protect existing systems and programming against deletion and damage. If necessary, work may be scheduled for off-peak flow hours to minimize disruption to the plant or collection system processes at the discretion of CCWRD Operations or Maintenance staff.

9. CLEANING

The successful contractor shall be responsible to keep the job site neat and free of waste materials and rubbish. The contractor shall dispose of waste off site.

NOTE: The owner reserves the right to retain any materials purchased for project but not utilized as well as any material that replaced by new materials

10. HOURS OF OPERATION

Maintenance, modification and testing operations shall be performed at hours mandated by the CCWRD based on process and facility requirements and availability. CCWRD will attempt to allow work to be performed Monday-Friday between 6 a.m. and 4:30 p.m. For critically affected

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plant areas designated as such by CCWRD, the work shall be required to be performed during “off-hours.” The CCWRD will designate available service time windows to perform work.

The successful contractor shall not carry out non-emergency operations, including equipment moves, equipment repairs, and equipment maintenance on Saturdays, Sundays or Clark County Water Reclamation District holidays or during periods other than 6:00 a.m. to 6:00 p.m. daily without prior written authorization from the General Manager or his designee.

11. OWNERS RESPONSIBILITIES

- A. The Clark County Water Reclamation District (CCWRD) shall supply all available drawings, PLC programs, and staff familiar with the issue or facility requiring maintenance and instruction manuals.
- B. The Clark County Water Reclamation District (CCWRD) Control Systems Department shall provide Control Systems staff assistance when available to satisfy CCWRD responsibilities.

This bid is submitted in response to the Owner’s Invitation to Bid and is in accordance with all conditions and specifications to meet and comply with the requirements of this bid document

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 MAINTENANCE & PROGRAMMING SUPPORT SERVICES

CLARK COUNTY WATER RECLAMATION DISTRICT

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.

Description	Normal Hourly Rate	Overtime Hourly Rate
Principal Engineer	\$	\$
Project Engineer/Manager	\$	\$
Sr. Programmer/Integrator	\$	\$
Sr. Instrumentation Technician	\$	\$
Designer/Programmer	\$	\$
CAD/Drafting Support	\$	\$

TERMS OF PAYMENT: _____%, ____ calendar days.

ATTACHMENTS TO BID FORM

1. **Attachment 1**, Subcontractor Information, is attached.
2. Copies of the Scope of Services pages showing conformance to or variations from the specifications are 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 _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____

DEVIATIONS TO BID

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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

PHONE NUMBER OF BIDDER

CITY STATE, ZIP

FAX NUMBER OF BIDDER

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 do 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.

ATTACHMENT 1

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SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

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. 723-08
ANNUAL REQUIREMENTS CONTRACT FOR SCADA SYSTEM
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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

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may arise from services rendered by successful Bidder and **any auto** used for the performance of services under this contract.

9. **PROFESSIONAL LIABILITY**

The successful Bidder shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this contract. Any retroactive date must coincide with or predate the beginning of this contract and may not be advanced without the consent of the Owner.

10. **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 3) 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.

11. **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.

12. **ADDITIONAL INSURANCE**

Except as specifically set forth herein, the insurance requirement specified herein do not relieve the successful Bidder of its responsibility nor limit the amount of its liability to Owner or other persons and the successful Bidder is encouraged to purchase such additional insurance as it deems necessary.

13. **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.

14. **COST**

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

15. **INSURANCE SUBMITTAL ADDRESS**

All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District, Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the General Provisions for the appropriate mailing address.

16. **INSURANCE FORM INSTRUCTIONS**

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

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- A. Insurance Broker's names, 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)
 - 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)
 - x. Deductible (\$10,000)
- 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
c/o Purchasing and Contracts Division
5857 East 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

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 COMPANY A LETTER → COMPANY B LETTER → COMPANY C LETTER → COMPANY D LETTER → COMPANY E LETTER →
INSURED a. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS 3. DEDUCTABLE \$10,000	

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
	<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.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
<input type="checkbox"/> GARAGE LIABILITY					
	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 \$
	OTHER				AGGREGATE \$

7. **DESCRIPTION OF BID:723-08** Naming Clark County Water Reclamation District as additionally insured.

8. CERTIFICATE HOLDER CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E FLAMINGO ROAD LAS VEGAS, NV 89122 The Certificate Holder is named as an additional insured.	CANCELLATION 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)
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ATTACHMENT 3
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MAINTENANCE & PROGRAMMING SUPPORT SERVICES

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. 723-08, titled ANNUAL REQUIREMENTS CONTRACT FOR SCADA SYSTEM MAINTENANCE & PROGRAMMING SUPPORT SERVICES.
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:

Disclosure of Ownership and Principals:

In the space provided below, the Contracting Entity (Proposer/Offeror/Bidder) must disclose all principals (including partners) of the Contracting Entity, as well as, persons or entities holding more than five percent (5%) ownership interest in the Contracting Entity.

Full Name

Title

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Disclosure of Ownership and Principals – Alternate:

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth above. A description of such disclosure documents must be included below:

Name of Attached Document: _____

Date of Attached Document: _____ **No. of Pages:** _____

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