

THIRD AMENDMENT TO THE PURCHASE AGREEMENT FOR FERRIC CHLORIDE

This Third Amendment to the Purchase Agreement for Ferric Chloride (“Third Amendment”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (hereinafter referred to as “City”), and Pencco, Inc., a Texas corporation (hereinafter referred to as “Provider”; collectively, City and Provider may be referred to as the (“Parties”)).

RECITALS

WHEREAS, on January 16, 2020, City and Provider entered into the Purchase Agreement (“Original Agreement”) for the City to purchase of ferric chloride to be used at the City’s Water Reclamation Facility (“Products”; a copy of the Original Agreement is attached as Exhibit A);

WHEREAS, on December 7, 2021, City and Services Provider entered into the First Amendment to the Purchase Agreement for Ferric Chloride (“First Amendment”), a copy of which is attached as Exhibit B;

WHEREAS, on June 13, 2022, City and Service Provider entered into the Second Amendment to the Purchase Agreement for Ferric Chloride (“Second Amendment”), a copy of which is attached as Exhibit C; (collectively, the Original Agreement, First Amendment, Second Amendment, and this Third Amendment may be referred to as the “Agreement”);

WHEREAS, on November 8, 2022, Provider requested a price increase. A copy of the Increase Request is attached hereto as Exhibit D; and

WHEREAS, the Parties want to amend the amount City may pay Provider for the Products from \$340,000 to \$530,000 to account for the price increase reflected in the Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Except for the terms specifically set forth below, the Parties agree to affirm the terms and conditions of the Original Agreement, the First Amendment and the Second Amendment.

2. The Parties agree to delete Section 2.1 of the Original Agreement, as amended by the First Amendment, and replace it with the following language:

2.1 The term of this Agreement shall commence on the Effective Date and continue for a four-year period with one (1) two-year extension at the sole discretion of the City Manager (“Term”). The prices quoted in the Increase Request for Ferric Chloride (Exhibit D) at \$0.65/dry lb. shall go into effect on January 16, 2023 and

extend through January 15, 2024 and shall be in effect for the two option years should the City exercise its option.

Depending on the City's order quantities for the Products, the City may pay the Provider for the Products up to an annual amount not to exceed \$530,000 during Contract Year #4 and the City's two option years (see Schedule A below). As amended by this Third Amendment, the total value for the entire term of this Agreement, including the optional two-year extension, is an amount not to exceed Two Million Five Hundred Thirty Thousand and 00/100 (\$2,530,000.00), as detailed in Schedule A below.

Schedule A	
Year:	Amount:
Contract Year #1	\$ 300,000.00
Contract Year #2	\$ 300,000.00
Contract Year #3	\$ 340,000.00
Contract Year #4	\$ 530,000.00
Optional – two year extension	\$ 1,060,000.00
TOTAL:	\$ 2,530,000.00

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Pencco, Inc.,
a Texas corporation

By: _____
Pamela A. Goynes-Brown, Mayor

By: Sarah Duffy
Name: Sarah Duffy
Title: Bid Sec.

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of January 16, 2020 (the "Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and Pencco, Inc., a Texas corporation (the "Provider").

RECITALS

A. The City desires to purchase ferric chloride for the Water Reclamation Facility (the "Products").

B. The City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Provider's bid dated September 26, 2019 (the "Bid") attached hereto as Exhibit A, complying with the terms of the Invitation to Bid attached hereto as Exhibit B, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Bid or as otherwise specified by the City.

1.3. The Provider shall ship the Products to a shipping address specified by the City (the "Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue for a four-year period with one (1) two-year extension at the sole discretion of the City Manager (the "Term"). Depending on the City's order quantities for the Products, the City may pay the Provider for the Products up to an amount not to exceed Three Hundred Thousand Dollars and 00/100 (\$300,000.00) per fiscal year. The total value for the entire term of this contract is not to exceed One Million Eight Hundred Thousand Dollars and 00/100 (\$1,800,000.00).

2.2. The prices in the Bid will remain in effect for the first two (2) years of the contract term. The vendor must request any price increase in writing to the City 90 days in advance of the third year of the contract, and the City must concur. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

(a) Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

(b) The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

(c) Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

(a) Workers' Compensation Insurance as required by applicable law, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider or Provider's subcontractors, principals or agents.

(b) Commercial General Liability (bodily injury and property damage) insurance in a policy limit of not less than \$1,000,000.00 per occurrence and in the aggregate. Such General Liability insurance policy shall include the City as an additional insured under a blanket Additional Insured endorsement.

SECTION FIVE TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN NOTICES

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., N., Suite 710
North Las Vegas, Nevada 89030
Phone: 702-633-1745

8.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

8.8. Time of Essence. Time is of the essence in the performance of this Agreement.

8.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

8.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

8.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

8.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

8.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

8.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.


8.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Pencco, Inc.
a Texas Corporation

By: 
John J. Lee, Mayor

By: 
Sarah Duffy, Bid Secretary

Attest:
By: 
Catherine A. Raynor, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

Exhibit A

Bid

Please see attached pages

1	Ferric Chloride (38%-42%)										Notes	
	Quantity is estimated annual amount											
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #				
Pentco, Inc.	1600000	Pound		\$0.357	\$571,200.00							

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: Pencco, Inc.

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Pencco is a Texas corporation full-service water treatment chemical company. The company has been in business for 35 years starting in 1984. Pencco is wholly owned by Ron Horne. Pencco has approximately 100 full time employees. We own 30 of our own truck and trailers and employ our own drivers. We also retain 65 railcars to move our products to distant locations and provide a back up supply for all of our locations. In addition to our full service offerings, we are a national producer and distributor of iron products to treat drinking water and wastewater, solving problems such as odor, corrosion, water treatment challenges and sludge issues. Our water treatment offerings also include the distribution of fluoride as an additive to drinking water and a component in industrial applications. Due to our extensive relationships within the chemical industry, we have provided an array of other chemicals through our commercial relationships in the industry. We provide this distribution network in partnership with our customers who prefer Pencco as a supplier.

**Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.
Example Contract 1:**

Company Name: Orange County Sanitation District

Company Address: 10844 Ellis Avenue, Fountain Valley, CA 92708

Point of Contact: Jackie Lagade **Phone Number:** 714.962.2411

E-Mail Address: JSantos@OCSD.com

Brief Description of Contract Scope: _____

Supply and deliver Ferric Chloride

Term of Contract (Base plus Option Years): 1 year plus 4-1 year

Year of Base Contract Award: 2019 **Year Contract Completed:** 2020

Base Contract Amount: \$ 3,582,000.00 **Total Contract Amount (including all option years) \$** _____

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO **If yes, what was the amount assessed? \$** _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: West Basin Municipal District

Company Address: 17140 S. Avalon Blvd, Suite 210, Carson, CA 90746

Point of Contact: Yvonne Lucas **Phone Number:** 310.660.6284

E-Mail Address: YvonneL@westbasin.org

Brief Description of Contract Scope: _____

Supply and deliver Ferric Chloride

Term of Contract (Base plus Option Years): 2 years

Year of Base Contract Award: 2019 **Year Contract Completed:** 2021

Base Contract Amount: \$ 1,871,100.00 **Total Contract Amount (including all option years) \$** _____

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO **If yes, what was the amount assessed? \$** _____

Example Contract 3:

Company Name: Long Beach Water

Company Address: 1800 E. Wardlow Rd Long Beach, CA 90807

Point of Contact: Armando Arzate **Phone Number:** 562.570.2406

E-Mail Address: armando.arzate@lbwater.org

Brief Description of Contract Scope: _____

Supply and deliver Ferric Chloride

Term of Contract (Base plus Option Years): 1 year plus 2- 1 year

Year of Base Contract Award: 2018 **Year Contract Completed:** 2020

Base Contract Amount: \$ 198,400.00 **Total Contract Amount (including all option years) \$** _____

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☐ NO **If yes, what was the amount assessed? \$** _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

TEXAS
In the State of Nevada, County of ~~Clark~~ ^{AUSTIN}, Sarah Duffy, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Sarah Duffy, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 26 day of September, 2019.

Signature *Sarah Duffy*

State of TEXAS

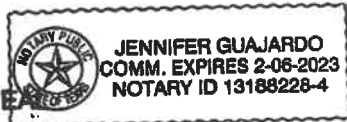
County of AUSTIN

Signed and sworn to (or affirmed) before me on this 26 day of September, 2019.

by Jennifer Guajardo (name of person making statement).

Notary Signature *Jennifer Guajardo*

STAMP AND SEAL





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT E- Non-Collusion Affidavit**

State of Texas County of Austin

Sarah Duffy being first duly sworn deposes that:

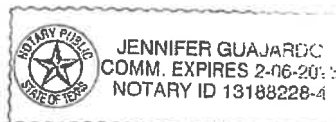
- (1) He/She is the Bid Sec. of Pencoco, Inc., the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): Sarah Duffy Sarah Duffy, Bid Sec.
Title:

Subscribed and sworn to before me this 26 day of September 2019.

Jennifer Guajardo
Notary Public

My Commission expires: 2/6/2023





**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT F- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

Sarah Duffy

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

Sarah Duffy

LEGAL NAME OF RESPONDENT



AUTHORIZED SIGNATURE

9/26/19

DATE

Bid Sec. _____
TITLE



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

BOARD OF DIRECTORS MEETING

Prior Notice was waived and a meeting of the Directors was held on August 15, 2014. The following resolution was adopted in respects to the official signing of bids on behalf of Pencco, Inc.

BE IT RESOLVED by the Board of Directors of Pencco, Inc. in a meeting duly assembled that Monica Avila, former Bid Secretary of the Corporation, no longer has authority to negotiate for and sign any bid proposals and/or contracts on behalf of the Corporation.

BE IT FURTHER RESOLVED that Sarah Duffy, Bid Secretary, of the Corporation has authority to negotiate for and sign any bid proposals and/or contracts which the Corporation might enter into for the furnishing of services for the Corporation under such terms, conditions, and stipulations, and for such consideration as she may deem to be in the best interest of the Corporation.

No further business was necessary and the meeting was concluded.

Ron L. Horne, President



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

AFFIDAVIT OF COMPLIANCE

This is to certify that the Liquid Ferric Chloride supplied by our company meets AWWA Standard B407-12 or the latest revision, and is certified to NSF/ANSI Standard NSF-60.



Signature

R. L. Horne, President

Name and Title of Official

1/01/2019

Date



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, September 26, 2019** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=pencco&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

PENCCO, Inc.

831 Bartlett Road

Sealy, TX 77474

United States

800-864-1742

979-885-0005

Visit this company's website

(<http://www.pencco.com>)

Facility : Distribution Center - Fremont, CA

Ferric Chloride

Trade Designation

Ferric Chloride

Product Function

Coagulation & Flocculation

Max Use

600mg/L

Facility : Vernon, CA

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferric Chloride	Coagulation & Flocculation	600mg/L

Ferrous Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Ferrous Chloride	Coagulation & Flocculation	500mg/L

Facility : Distribution Center - Willow Springs, IL**Hydrofluosilicic Acid**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Facility : Distribution Center - Westborough, MA**Hydrofluosilicic Acid**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Fluorosilicic Acid	Fluoridation	6mg/L

Facility : Middlesex, NC**Ferric Sulfate**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
50% Ferric Sulfate	Coagulation & Flocculation	650mg/L
60% Ferric Sulfate	Coagulation & Flocculation	650mg/L
Ferric Sulfate	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Hydrofluorosilicic Acid	Fluoridation	6mg/L
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Facility : Distribution Center - Bardwell, TX**Ferric Chloride****Trade Designation**

Ferric Chloride

Pencco 3012

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

600mg/L

600mg/L

Ferric Sulfate**Trade Designation**

Ferric Sulfate Solution

Product Function

Coagulation & Flocculation

Max Use

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Product Function

Corrosion Control

Coagulation & Flocculation

Max Use

500mg/L

Pencco 0210

Corrosion Control

Coagulation & Flocculation

500mg/L

Hydrofluosilicic Acid**Trade Designation**

Hydrofluorosilicic Acid

Product Function

Fluoridation

Max Use

6mg/L

Facility : El Paso, TX**Ferrous Chloride****Trade Designation**

Ferrous Chloride

Product Function

Coagulation & Flocculation

Max Use

500mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ennis, TX

Ferric Chloride**Trade Designation**

Ferric Chloride

Pencco 3012

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

600mg/L

600mg/L

Ferric Sulfate**Trade Designation**

50% Ferric Sulfate

60% Ferric Sulfate

Ferric Sulfate

Ferric Sulfate Solution

Poly Ferric Sulfate

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

650mg/L

650mg/L

650mg/L

650mg/L

650mg/L

Ferrous Chloride**Trade Designation**

Ferrous Chloride

Pencco 0210

Product Function

Corrosion Control

Coagulation & Flocculation

Corrosion Control

Coagulation & Flocculation

Max Use

500mg/L

500mg/L

Ferrous Sulfate**Trade Designation**

Ferrous Sulfate

GreenIron

SafeIron

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

150mg/L

150mg/L

150mg/L

Hydrofluosilicic Acid**Trade Designation**

Hydrofluorosilicic Acid

Product Function

Fluoridation

Max Use

6mg/L

Facility : Sealy, TX**Ferric Sulfate****Trade Designation**

50% Ferric Sulfate

60% Ferric Sulfate

Ferric Sulfate

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

650mg/L

650mg/L

650mg/L

9/26/2019

Listing Category Search Page | NSF International

Ferric Sulfate Solution	Coagulation & Flocculation	650mg/L
Penn 3202	Coagulation & Flocculation	650mg/L
Poly Ferric Sulfate	Coagulation & Flocculation	650mg/L

Hydrofluosilicic Acid

Trade Designation	Product Function	Max Use
Fluorosilicic Acid	Fluoridation	6mg/L
Fluosilicic Acid	Fluoridation	6mg/L
Hydrofluosilicic Acid	Fluoridation	6mg/L

Number of matching Manufacturers is 1

Number of matching Products is 42

Processing time was 0 seconds



Customer Service 800-864-1742
FAX 888-273-6226

Safety Data Sheet (SDS) Ferric Chloride Solution

SECTION 1 – Chemical Identification and Supplier's Information

Product ID: Ferric Chloride Solution
Product Use: Water Treatment Chemical
Product Formula: FeCl_3
Chemical Family: Inorganic Iron Salts
CAS #: 7705-08-0

Supplier's Name and Address:

Penco, Inc.
P.O. Box 600
San Felipe, TX 77473

Emergency Phone Number:

PENCCO (979) 885-0005
CHEMTREC (800) 424-9300 – 24 hours a day

SECTION 2 – Hazard Identification

GHS Information

Signal Word: **Warning**

Hazard Class: Corrosive to Metals (H290)

Hazard Category: 1

Hazard Statement: Toxic if Swallowed (H301)
Causes severe skin damage and eye damage. (H314)

Appearance and Odor: Reddish-brown liquid with a slightly acidic odor.

Emergency Overview: A corrosive chemical. Harmful or fatal if swallowed. Harmful if inhaled. Eye or skin contact may cause irritation. Contact with liquid or vapor form of this chemical may cause severe injury. Avoid overexposure.

Pictograms:



Health Hazards

Acute Toxicity, Oral – Category 4. Toxic if ingested. May cause irritation to the mouth and stomach. Higher doses may lead to abnormal liver function with nausea or vomiting, stomach pain, diarrhea, fast and weak pulse, lethargy, pallor, shock, hypertension, dilated pupils, fever, coma, and even death. Individuals with pre-existing liver diseases may have increased susceptibility to the toxicity of exposure.

Acute Toxicity, Dermal – Category 4. Prolonged contact may cause irritation and, possibly, burns.

Eye Contact – Irritation and, possibly, burns.

Inhalation – May cause irritation of the upper respiratory tract, resulting in difficulty breathing.

Precautionary Statements

Prevention

- Wash skin thoroughly after handling. (P264)
- Do not eat, drink, or smoke when using this product. (P270)



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- Avoid release to the environment. (P273)

Response

- If swallowed: Rinse mouth. (P301+P330)
 - Call a POISON CENTER/doctor/physician. (P312)
 - Collect spillage (P391)

Disposal Considerations

- Dispose of this material and its container to hazardous or special waste collection point in accordance with local, regional, national, and/or international regulation. (P501)

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Fire and Explosion Hazards: Substance itself does not burn, but may decompose upon heating to produce corrosive and/or toxic fumes. Not considered a fire or explosion hazard.

	NFPA Rating	HMIS Rating	4 = Extreme / Severe
Health	2	2	3 = High / Serious
Reactivity	0	0	2 = Moderate
Flammability	0	0	1 = Slight

SECTION 3 – Composition/Information on Ingredients

Chemical Identity: FeCl_3

Common Name and Synonyms: Ferric chloride; no known synonyms

Ingredient	CAS #	Weight Percentage	ACGIH TLV	OSHA PEL	STEL
Water	7732-18-5	58 – 72%	N/A	N/A	N/A
Ferric Chloride	7705-08-0	28 – 42%	1 mg/m ³	1 mg/m ³	N/A
Ferrous Chloride	7758-94-3	<0.5%	1 mg/m ³	1 mg/m ³	N/A
Hydrochloric Acid	7647-01-0	<0.5%	5 ppm	5 ppm	N/A

Section 313 Supplier Notification: The hydrochloric acid mentioned above is subject to the reporting requirements of SARA TITLE III Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986 (40 CFR 372). This notification must be included in all MSDS's that are copied and distributed for this material.

SECTION 4 – First Aid Measures

Eye Contact First Aid: Immediately flush eyes for 15 minutes with large amounts of water while holding eyelids apart. Washing within one minute is essential to achieve maximum effectiveness. Obtain medical attention IMMEDIATELY after flushing.

Skin Contact First Aid: Flush skin with water. Remove contaminated clothing; wash before reuse. If irritation is still present, seek medical attention IMMEDIATELY.

Inhalation First Aid: Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Obtain medical attention IMMEDIATELY.

Ingestion First Aid: DO NOT INDUCE VOMITING. Give 1 or 2 glasses of water or milk. Never give anything by mouth to an unconscious individual. Obtain medical attention IMMEDIATELY.



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SECTION 5 – Fire Fighting Measures

Flash Point: Not applicable.

Upper/Lower Explosion Limits in Air: Not applicable.

Auto Ignition Temperature: Not applicable.

Extinguishing Media: Will not burn; use materials appropriate for surrounding fire.

Fire and Explosion Hazards: Substance itself does not burn, but may decompose upon heating to produce corrosive and/or toxic fumes, such as hydrogen chloride and phosgene gas. Ferric chloride can react with metals to form flammable and potentially explosive hydrogen gas.

Fire Fighting Instructions: Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face-piece operated in a positive pressure mode. Move exposed containers from fire area if it can be done without risk. Use water to keep fire-exposed containers and tanks cool.

Hazardous Product of Decomposition or Combustion: Hydrogen chloride, hydrogen, phosgene.

SECTION 6 – Accidental Release Measures

Review safety precautions before proceeding with cleanup. Use appropriate personal protection equipment. Do not touch spilled material. Neutralize spill with lime (calcium hydroxide), limestone (calcium carbonate), or soda ash (sodium carbonate). Restrict access to area until completion of clean up.

Caution: limestone and soda ash will evolve CO₂; ventilation should be provided in enclosed areas. Dike area around spill to prevent spreading, and use absorbent material to pick up spill.

CERCLA Reportable Discharge (RQ): 1000 lbs. (454 kg), Based on anhydrous ferric chloride. Divide by solution concentration to obtain solution weight.

Disposal: Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user to determine whether a substance should be classified as a hazardous waste at the time of disposal. This is due to the fact that product use, transformation, synthesis, mixtures, etc. may change the nature of the product. Dispose of waste in accordance with applicable federal, state, and local laws.

RCRA: Test waste material for corrosivity, D002, prior to disposal.

Steps To Be Taken In Case Material Is Released Or Spilled: Notify the appropriate environmental authorities. Note that spills may need to be reported to the National Response Center ((800) 424-8802)

SECTION 7 – Handling and Storage

Handling: Store and handle in corrosion-proof materials (and area). Use FRP or PVC pipes. Be cautious of substance residue in empty containers. Act according to precautions and warnings set forth.



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FAX 888-273-6226

Storage: Store in a tightly closed container. Do not store in metal containers. Fiberglass, plastic, or rubber-lined tanks may be used for storage. Protect from damage and keep separated from incompatible substances.

SECTION 8 – Exposure and Personal Protection

Respiratory Protection: Adequate general ventilation should be provided to keep vapor and mists below exposure limits. The exposure limits for some components are listed in Section 2. Wear a NIOSH/OSHA approved respirator with a dust/mist cartridge if there is potential of exposure to mists in excess of applicable limits, in any situation where product vapor or mists may be present, such as in confined spaces.

Eye Protection: Wear splash resistant goggles and/or safety glasses with side shields. Wear a full face shield if possibility of material splashing or spraying exists. Maintain eye wash fountain. Water should be supplied through insulated and heat-traced lines to prevent freeze-ups in cold weather.

Skin Protection: Where there is possibility of skin contact, use the following as appropriate, to avoid skin contact: gloves impervious to material, apron, boots, hood, pants, and jacket. Maintain a safety shower with quick opening valves. Water should be supplied through insulated and heat-traced lines to prevent freeze-ups in cold weather.

SECTION 9 – Physical and Chemical Properties

Boiling Point:	106°C (223°F)	pH:	< 2.0
Melting Point:	N/A	Solubility in Water:	Complete
Specific Gravity:	1.2 – 1.6	Vapor Pressure:	40 mm Hg @ 20°C
% Volatile:	60 – 75 (Water)	Evaporation Rate:	N/A
Vapor Density (Air = 1):	N/A	Molecular Weight:	162.2
Appearance:	Red/Brown Colored Liquid	Odor:	Slightly acid

SECTION 10 – Stability and Reactivity

Stability: Stable at normal conditions

Polymerization: Will not occur.

Decomposition: Decomposes upon heating to produce corrosive and/or toxic fumes, such as hydrogen chloride. Contact with metals may evolve flammable hydrogen gas.

Incompatibility: Rapidly corrodes most metals (titanium is one exception); may generate flammable, potentially explosive hydrogen gas. Avoid contact with nylon, aluminum/aluminum alloys, carbon steel, stainless steel, and copper / copper alloys. Metals, bases, halocarbons, acids, and combustible materials can be considered incompatible.



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SECTION 11 – Toxicological Information

Chronic Effects: Repeated dosage may cause hemosiderosis, including possible damage to liver and pancreas.

Toxicological Data: Anhydrous Ferric Chloride Solid Oral LD₅₀ (rat) = 450 mg/kg

Carcinogenicity: None of the components of this material are listed as a carcinogen by IARC, NTP, OSHA, or ACGIH.

Reproductive Effects: TDLo Rat 1 day (intratesticular) 12976 µg/kg; TDLo Rat 1 day (intravaginal) 29 mg/kg pre-pregnancy continuous.

Target Organs: No data available.

SECTION 12 – Ecological Information

Ecotoxicological Information: TLm Daphnia 15 ppm/96 hr fresh water/conditions of bioassay not specified.

Persistence and Degradation: No data available

SECTION 13 – Disposal Considerations

Under the Resource Conservation and Recovery Act (RCRA), it is the responsibility of the user to determine whether a substance should be classified as a hazardous waste at the time of disposal. This is due to the fact that product use, transformation, synthesis, mixtures, etc. may change the nature of the product. Product containers should be thoroughly emptied before disposal. Dispose of waste in accordance with applicable federal, state, and local laws.

SECTION 14 – Transportation Information

DOT Shipping Name: Ferric Chloride Solution

Hazard Class: 8 – Corrosive Material

UN Number: UN 2582

Packing Group: III

Reportable Quantity: 1000 lbs (454 kg)

Shipping Containers: Rubber-lined steel tank cars/trucks; polyethylene drums, bottles.

Storage Conditions: Keep containers closed.

SECTION 15 – Regulatory Information

OSHA: Hazardous Corrosive Liquid – 29 CFR 1920.1200

OSHA Process Safety (29 CFR 1910.119): No



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CERCLA: Hazardous Substance – Reportable Quantity (RQ) = 1000 lbs (454 kg)

SARA Regulations: 313 and 40 CFR 372: No

SARA Hazard Categories, SARA Sections 311/312 (40 CFR 370.21):

Acute: Yes; Chronic: No; Fire: No; Reactive: No; Sudden Release: No

Clean Water Act: Designated as a hazardous substance under Section 311(b)(2)(A) of the Federal Water Pollution Control Act; ferric chloride is also regulated by the Clean Water Act Amendments of 1977 and 1978. This chemical is subject to regulations regarding its discharge.

TSCA Inventory Status: Yes

California Proposition 65: No

Right-To-Know Lists: Massachusetts, California, Pennsylvania, New Jersey. This substance does not contain nor is manufactured with ozone-depleting substances.

SECTION 16 – Other Information

IMPORTANT! Read this MSDS before use or disposal of this product. Pass along the information to employees and any other persons who could be exposed to the product to be sure that they are aware of the information before use or other exposure.

Revision Date: May 22, 2015

Pencco provides the information contained in each SDS, technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) in good faith and makes no representations as to its comprehensiveness or accuracy as of the date of publication. The SDSs, TDSs, and product information brochures are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Pencco, Pencco expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.

No statement made in the Data Sheets or by any employee or agent of Pencco shall be construed as a permission or recommendation for the use of any product in a manner that might infringe existing patents. No employee, agent, distributor, or sales representative is authorized to vary the terms of the above paragraph, to make any statements, representations, or warranties inconsistent with the above paragraph, or to provide any information that is at variance with the above paragraph. All materials related to the product are subject in all respects to the above paragraph and to the extent that they are inconsistent with the above paragraph, the terms of the above paragraph shall control.

Penco, Inc.

Ferric Chloride Data Sheet

Description

Penco's Ferric Chloride is a dark maroon aqueous solution of soluble ferric iron, manufactured to strict specifications from high quality raw materials. Penco's unique manufacturing process renders a Ferric Chloride that is stable at concentrations up to 15% ferric iron. Penco's Ferric Chloride has a low ferrous iron content, reducing the likelihood of iron carryover throughout the system.

Application

Ferric Chloride is manufactured for both municipal and industrial water treatment. Being an iron based coagulant and having only trace amounts of aluminum, it is widely used for the clarification of drinking water. Ferric Chloride is very effective as a coagulant in oily water clarification. It is excellent for turbidity control, as well as the removal of phosphorus, color, and suspended solids. Ferric Chloride is widely used for sludge dewatering, as well, resulting in volume reduction. It is very effective at removing metals, especially arsenic and selenium.

Typical Analysis

Concentration (%FeCl ₃)	39% to 41%
Concentration (%Fe ⁺³)	13% to 15%
Concentration (%Fe ⁺²)	<0.5%
Specific Gravity	1.39 to 1.43
Free Acid	<0.5%
pH	<2.0
Appearance	dark maroon
Freezing Point	<0 °F

Metals

	Maximum	Average
Arsenic	< 5 ppm	< 2 ppm
Cadmium	< 1 ppm	< .5 ppm
Copper	< 50 ppm	< 25 ppm
Chrome	< 50 ppm	< 10 ppm
Lead	< 10 ppm	< 5 ppm
Mercury	< .02 ppm	<.001 ppm
Nickel	< 50 ppm	< 10 ppm
Selenium	< 5 ppm	< 2 ppm
Zinc	< 50 ppm	< 20 ppm

Health and Safety

Ferric Chloride can cause irritation and burns to the skin and eyes. Ensure that individuals handling Ferric Chloride have been fully trained regarding the MSDS, along with PPE requirements and specific operational procedures.

Certifications

Ferric Chloride is ANSI/NSF Standard 60 certified for use in potable water treatment and also meets or exceeds all AWWA standards.

Product Handling and Shipping

Ferric Chloride is shipped in railcars, tank trucks, totes, and drums. Suitable materials of construction include fiberglass, PVC, polypropylene, polyethylene, and stainless steel. It can be used with diaphragm metering pumps, providing the materials of construction are compatible. No dilution or preparation necessary.

DOT Classification: Corrosive Liquid, Acidic, Inorganic, NOS (Contains Ferric Chloride)

Hazard Class: 8

DOT ID Number: UN 2582

Packing Group: III

RQ = 1000 Lbs.

Penco, Inc. - 831 Bartlett Rd. - Sealy, TX 77474
Customer Service 800-864-1742 - FAX 888-273-6226



**PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208**

EXCEPTIONS:

There are no exceptions, deviations, or contingencies.

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Richard Cherchio
Isaac E. Barron



FINANCE DEPARTMENT
2250 Las Vegas Boulevard, North · Suite 710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-2438 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

October 3, 2019

**City of North Las Vegas
Bid B1585 – Wastewater & Pool Chemicals
Addendum No. 1**

The deadline for questions for this proposal was 1:00 p.m., Tuesday October 2, 2019. The following are the questions that were received along with the answers to those questions. Also attached is a copy of the sign in roster from the Pre Bid meeting conducted on September 24, 2019. A copy of this addendum must be signed and returned with your proposal.

Question 1. What are the hours of delivery for the Pools?

Answer: 4:30am - 12:00p.m. Monday-Friday – Parks prefers to get it done prior to the beginning of school hours, especially for Petitti Pool.

Question 2. Page 6 Section 23 Would the City consider changing the escalation clause to an annual price review instead of two years?

Answer: The City would like to have pricing guaranteed for the first (2) years of the contract. If the awarded vendor require a price increase at the end of the first two year period or prior to entering the extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur

Question 3. What is the tank capacity for deliveries of Citric Acid?

Answer: It is estimated at 3,000 gallons each tank (2 tanks each)

Question 4. Is the Bisulfite to be delivered in totes or Bulk? And will you need delivery by truck loads?

Answer: Bulk. Delivery to be in full truck loads

Question 5. For the pool chemicals, what is the process for delivery?

Answer: The Sodium Bicarbonate is delivered weekly, but Parks would prefer to have the other chemicals with an option to pick up if needed on a case by case basis.

Question 6. Should all chemicals contain less than 2% of Impurities for the Wastewater Treatment Facility (WRF)?

Answer: Yes

Question 7. What are the sizes of the pool tanks?

Answer: *Drums*

Question 8. Page 19 Section J, Should the sentence be changed from "Sodium bisulfate" to Sodium Bisulfite?

Answer: *Sodium Bisulfite*

Question 9. Is the City firm on the 2-year pricing guarantee?

Answer: *The City would like to lock in 2 year pricing guarantees and understand that increases may occur every two years.*

Question 10. Are the STS required for all chemicals?

Answer: *Yes, STS should be available for all chemicals.*

Question 11. Page 3 Section 10 Can the City provide what appropriate licenses the City needs to be submitted "prior to submission of bids?

Answer: *State and local licenses applicable to performance of the subject potential Contract will need to be submitted.*

Question 12. Item 4 Hydrochloric Acid (20 Be), Can the City clarify that the container for Item # 4 is only 135# (15 Gallon) containers and is for a "local will call basis" no delivery required?

Answer: *Yes, that is correct.*

Question 10. Page 12 Second 5.1 Fourth paragraph, "Response must be accompanied by a current and typical heavy metals analysis" is this test result due to be submitted with the bid?

Answer: *Would like before selection made*

Question 11. Page 12 Section 5.3 Is the sentence "...content of 50% liquid citric acid *bisulfite* free of adulterants" a typo error?

Answer: *Yes, remove bisulfite*

Question 12. Does this City expect to require Ferric Chloride in tote containers?

Answer: *No, Bulk. Should have the option to receive in totes if needed.*

Question 13. Page 17 Section C third paragraph "All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful respondent." Is this a typo error or does the City have a background check requirement which can be provided?

Answer: *No, a background check of the drivers will not be required. Drivers will only be required to sign in for deliveries to the WRF.*

Question 14. Page 18 Section C, Should the sentence be changed from "Sodium sulfate" to Sodium Bisulfite?

Answer: *Sodium Bisulfite*

Question 15. Page 21 Section C, Should the sentence be changed to include the term 2% by weight of *total impurities*?

Answer: Yes.

Question 16. Page 22 Section J Should the sentence "The successful respondent shall ensure all loads of liquid *sodium bisulfate* meet the requirements..." be changed to Citric Acid?

Answer: Both Sodium Bisulfite and Citric Acid

Question 17. Page 23 Section B, Does the City expect to receive Citric Acid in totes and does the deliverer need to provide a "lift gate and fork lift to set totes...?"

Answer: Bulk Load

Question 18. Page 23 Section H, Can the City provide the size of the "quick connect" fittings on the transfer piping for unloading the bulk Citric Acid? What is the length of hose that will be required to accommodate the delivery? Will the City offer an opportunity for an "on-site visit" to review the unloading area?

Answer: Site Visit allowed prior to all deliveries

Question 19. Page 24, In addition to the addresses of the three pool locations, can the City provide the current tank storage capacities, the size of the hose connections currently in use for the delivery, as well as the typical delivery quantities of sodium hypochlorite. Do the bulk sodium hypochlorite deliveries require a City Staff member to be present (to open gates, etc.)?

Answer: Tank Capacity - Petitti Pool has a 500 gallon tank, Walker Pool has 2 - 400 gallon tanks, and Silver Mesa Pool has a 500 gallon tank.

Size of hose connection - The hose connection is 1 1/2 inch cam lock

Typical delivery quantities of Sodium Hypochlorite at each pool are - Petitti Pool usually 2 - 300 gallons a week, Walker Pool is usually 3-400 gallons a week and Silver Mesa Pool is usually 2-300 gallons a week.

The vendor usually tops off each tank, quantities will vary.

Deliveries require a staff person to be present - yes to unlock the facility.

Question 20. Will the City provide a list of current suppliers and current pricing paid for each of the bid chemicals?

Answer: No.

Question 21. Can the City confirm that each of the six Exhibits A thru F (pages 26 – 32) are required to be submitted with the online bid documents?

Answer: Yes, Exhibits A, B, C, D, E and F are required to be submitted with each Bid.

Question 22. Item 1 Ferric Chloride, Can the City clarify that the Unit of Measure listed is to be dry pounds and not just pounds as listed?

Answer: It can be dry pounds and also Lbs/gallons

Question 23. Item 6 Sodium Bicarbonate Industrial Grade, is for "local will call basis" no delivery required? What is the typical pick up quantity? Pallet or single 50# bags as needed?

Answer: The typical pick up every 2 weeks is 5 - 50lb bags



Marie Leake
Buyer
Purchasing Department

By signing below, I indicate I have received Addendum No. 1 for Bid B1585 Wastewater & Pool Chemicals and I acknowledge all requirements of this addendum and will submit this signed page with my bid documents.

Sarah Duffy, Bid Sec.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT LEGAL NAME OF FIRM)


AUTHORIZED SIGNATURE

10/9/19

DATE

Bid Sec.

979-885-0005

979-885-0005

TITLE

TELEPHONE NUMBER

FAX NUMBER

P.O. Box 600

ADDRESS OF FIRM

San Felipe, TX 77473

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS: sarah@pencoco.com

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Richard Cherchio
Isaac E. Barron



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www.cityofnorthlasvegas.com

October 14, 2019

**City of North Las Vegas
Bid B1585 – Wastewater & Pool Chemicals
Addendum No. 2**

This addendum corrects the parameters in NGEM for Bid Submissions. Per the invitation to Bid, "The City will award each line item in this Bid to the Respondent that submits the lowest responsive and responsible Bid deemed to be in the City's best interest". Currently, the Bid submissions allowed in NGEM requires entries on each line item and does not allow for items to be "NO BID". The line item parameters are being amended to allow for bidders to select "NO BID" for any line items they do not wish to compete on.

This addendum is also written to notify Bidders to disregard "Exhibit A" and do not submit. All pricing submissions should be done through NGEM.

Due to this correction, the Bid Close Period will change to October 21, 2019 at 11:00 a.m. The original deadline for this Bid was October 15th at 1:00 p.m. questions for this proposal was 1:00 p.m.

Marie Leake
Buyer
Purchasing Department

RECEIVED

SEP - 9 2019

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

PENCCO, INC.
PO BOX 600
SAN FELIPE, TX 77473

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: 115785

Period Ending: 02/29/2020

Type of License: T011 TRUCKING

Business Location:

PENCCO, INC.
831 BARTLETT ROAD
SEALY, TX 77474

Owner/Principal(s)

PENCCO, INC.
1 VEHICLE

This license is **not** transferable
POST IN A CONSPICUOUS PLACE



Marc Jordan

Director
Land Development & Community Services

Exhibit B

Invitation to Bid

Please see attached pages

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



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NORTH LAS VEGAS

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www.cityofnorthlasvegas.com

September 19, 2019

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until October 15, 2019 at 1:00 P.M. (the "Bid Due Date"), and the bids will be publicly opened and read shortly thereafter in Conference Room 703 inside City Hall at the above listed address.

An optional Pre-Bid Meeting will be held on September 24, 2019 at 2:00 P.M. in the City of North Las Vegas Finance Department in Conference Room #703, 2250 Las Vegas Boulevard North, North Las Vegas, Nevada, 89030. The purpose of this conference is to discuss the Invitation to Bid requirements and answer any questions or concerns.

All questions or concerns can be submitted electronically in the NGEM System or via e-mail to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com. The cut-off time for all questions is October 2, 2019, at 1:00 P.M. If any questions are received, an addendum will be issued to answer those questions and the addendum will be posted in the NGEM System and will be made available at the City of North Las Vegas Purchasing Web Page at <http://www.cityofnorthlasvegas.com/purchasingbidadvertisements/index.php>.

Bid documents may be accessed at www.ngemnv.com or on the City of North Las Vegas Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

A handwritten signature in black ink, appearing to read "Marie E. Purcell", written over a horizontal line.

Marie E. Purcell, CMC
Acting City Clerk

Published in the Las Vegas Review Journal
(September 23, 2019)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of goods obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for Respondent registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnva.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Tony Danford, Assistant Director, Administrative Services at danforda@cityofnorthlasvegas.com or ATTN: Tony Danford, Assistant Director, Administrative Services, City of North Las Vegas, 2250 Las Vegas Blvd. North, Suite 708, North Las Vegas, NV 89030. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be mailed or e-mailed to all known prospective Respondents. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be calculated by NGEM on the Bid opening date. City Staff will further evaluate each vendor submission for all required documents. The City will award each line item in this Bid to the Respondent that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The bid may be awarded to multiple respondents based on the price submitted per line item. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(3),

the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on the City's website (www.cityofnorthlasvegas.com). Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a person who submits a Bid, whether or not the person files a notice of protest pursuant to this section.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful

Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read publicly at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to be present. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The Contract shall have a term of four (4) years and the possibility of one (1) two-year extension upon final signing of a contract or as otherwise stated in the Contract.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000 each occurrence/accident
Products/Completed Operations	\$2,000,000 aggregate
Property Damage	\$1,000,000
Personal/Advertising Injury	\$1,000,000
COMBINED SINGLE LIMIT OF	\$1,000,000
Aggregate of	\$2,000,000

AUTOMOBILE LIABILITY

Bodily Injury - - - - -	\$1,000,000 each accident
Property Damage - - - -	\$1,000,000 each accident

Coverage must include all owned, leased, hired, non-owned and employee non-owned vehicles, where applicable, Personal Injury Protection.

WORKERS' COMPENSATION

Nevada Statutory Requirements

If no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Bid. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this

paragraph.

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made. In addition, the Respondent shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgements, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive

of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response.

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased during the first two (2) years of the Contract. If the awarded vendor(s) require a price increase at the end of the first two year period or prior to entering the extension if so entered by the City, the vendor must request the price increase in writing to the City 90 days in advance and the City must concur.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement.

27. KEY PERSONNEL:

The City designates Tony Danford, Assistant Director, Administrative Services, as the responsible party for managing this Invitation to Bid. He can be reached at 702-633-1463 or at danforda@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm. The City also designates Frazier Speaks, WRF Operations Supervisor, and Angela Johnson, Recreation Supervisor, for NLS, as the project managers for this service. Frazier can be contacted at 702-633-1101 or at speaksf@cityofnorthlasvegas.com and is available Monday through Thursday from 7:00 a.m. to 4:30 p.m. Angela Johnson can be reach at 702-633-1610 or at johnsona@cityofnorthlasvegas.com and is available Monday through Thursday from 07:00 a.m. to 4:30 p.m.

The cutoff date for any questions regarding this is October 2, 2019, at 1:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

DEFINITIONS

Bid – document(s) submitted in NGEM by Respondent to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents.

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

SCOPE OF WORK

WASTEWATER TREATMENT CHEMICALS

1. OVERVIEW

The City of North Las Vegas, as the Principal Procurement Agency (Agency), hereby invites qualified firms or individuals (Respondents) to submit bids for an annual requirements contract for wastewater treatment chemicals. The intent is to have an agreement to procure the City's wastewater treatment chemicals, for wastewater treatment. The chemicals should conform to the standards detailed below. The specifications shall be incorporated into the contract award under this bid.

2. GENERAL REQUIREMENTS

These requirements are a broad base scope for the City. The successful Respondent will be required to adhere to all applicable terms and conditions required by statutes, as well as all rules and regulations governing the purchase, delivery and use of this commodity by the Agency.

The successful Respondent must warrant that chemicals provided as a result of this Invitation to Bid:

1. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water and/or wastewater chemicals.
2. Conform to the general chemical specifications contained herein.
3. Are suitable for public drinking water supply and/or wastewater treatment.
4. Are free from adulterants or impurities of any kind, and
5. The specific warranties of Merchantability and Fitness for a Particular Purpose apply to all orders placed as a result of this solicitation.

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

The successful Respondent must understand and acknowledge that the Agency provides services essential to the health and welfare of the public. Failure of the successful Respondent to provide contracted chemicals may jeopardize the Agency's ability to provide timely services, which may affect the health and welfare of the public served by the Agency. In the event of product shortages at any level of production to delivery chain, the successful Respondent agrees and affirms that the Agency will be given the earliest possible notice and the highest priority for allocation of the chemicals listed herein. To the extent the successful Respondent must prioritize and/or allocate delivery among its customers, the requirements of the Agency under a contract awarded hereunder will be honored before chemicals are provided to a customer with no such obligations.

The successful Respondent is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the contract. Failure to maintain compliance as specified in this paragraph or elsewhere in this Invitation to Bid shall constitute a breach of contract.

The Agency reserves the right to have chemical shipments tested internally or by an independent laboratory. Failure of a shipment to comply with the Agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the successful Respondent shall remove all non-conforming

chemicals at its sole cost. Upon notice of rejection of a shipment, the successful Respondent shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the successful Respondent is unable to promptly furnish the chemical of the acceptable quality; the Agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the Agency will be charged to the successful Respondent either as a credit against an outstanding invoice or billed to the Respondent for immediate payment.

3. DELIVERY

The Agency will establish its own delivery schedule based upon its own requirements and the Respondent's specified time to deliver after receipt of an order. Failure to honor delivery schedules may result in damages to the Agency. The Agency may at its own option and convenience secure late, partial, or missing deliveries in any manner allowed to it by its terms and conditions that best resolves the shortage. The successful Respondent is liable for any and all reasonable costs incurred by the Agency due to such failures and can also recover any additional losses by deducting the outstanding amount from unpaid invoices.

If the Homeland Security Advisory System places the waste/drinking water industry in Codes Orange or Red, all deliveries shall be between the designated hours at the Agency for that code status. The successful Respondent will be required to follow prescribed delivery methods and regulations during the Code Orange or Red status.

The successful Respondent guarantees the delivery of chemicals within the prescribed delivery schedule of the Agency. Failure to deliver at time specified, or as amended in writing by the Agency or failure to make replacements of rejected chemicals shall constitute a breach of contract. In the event of a breach, the City will take appropriate action to gain resolution.

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

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

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

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

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

All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the Agency and hours of delivery will be determined by the Agency.

4. SDS REPORTS

The following SDS related documentation must be furnished to the Agency upon request:

- a. A copy of the most current SDS Report for each chemical your firm is offering pricing **must be included with your bid submittal**
- b. National Sanitation Foundation certification for the quoted chemical
- c. Chemical certificate of analysis for all chemicals

5. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under this contract.

5.1 Ferric Chloride

The aqueous solution of Ferric Chloride (Drinking Water Grade) shall conform to applicable requirements of the AWWA standards, except as duly noted in the following requirements:

- a. Product must be between 38-40% of Ferric Chloride by weight.
- b. The specific gravity must be between 1.390 and 1.480
- c. Insoluble matter must be less than 0.5%
- d. The manganese concentration shall not exceed 1.0 gram for each 1,000 grams of ferric chloride
- e. The product shall not contain more than 1.0% free acid expressed as Hydrochloric Acid (HCl)

The chemical may be a by-product of other production processes. The chemical shall be supplied as an aqueous solution, containing not less than twenty-eight percent (28%) by weight of anhydrous ferric chloride, all of which shall be in solution. Not more than three quarters of one percent (0.75%) of the total iron shall be in a ferrous state.

The solution shall not contain more than five-tenths of one percent (0.5%) insoluble matter of which not more than two-tenths of one percent (0.2%) shall be settleable solids. The maximum particle size of any insoluble material shall be one-sixteenth of an inch (1/16").

Response must be accompanied by a current and typical heavy metals concentration analysis, as well as percentages of free acid as hydrochloric acid, ferric chloride; ferrous chloride, and Insolubles.

5.2 Sodium Bisulfite

The product furnished shall have product content of 38% liquid sodium bisulfite free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water and wastewater treatment equipment.

5.3 Citric Acid

The product furnished shall have product content of 50% liquid citric acid bisulfite free of adulterants or impurities which might cause hazards or stoppage in the operation of standard water and wastewater treatment equipment.

6. CHEMICAL ADDITION/DELETION

Chemicals may be added or deleted from the successful Respondent's contract with justification and documentation for the addition or subtraction of a chemical. Additionally, the successful Respondent may be asked to provide/add new chemicals to the offering if there is significant change in procedures or needs by the Agency.

Technical Specifications For Liquid Ferric Chloride

1. GENERAL

- A. The successful Respondent shall ensure all loads of Liquid Ferric Chloride meet all the requirements of this the contract awarded hereunder and these specifications. All specifications apply to the Liquid Ferric Chloride transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall provide unit cost in \$/lb of FeCl_3 (dry).
- C. The Successful Respondent shall bill by weight of FeCl_3 (dry) delivered in lb. The successful Respondent shall calculate the Weight of FeCl_3 (dry) delivered in each shipment, and the extended cost of each shipment as follows:
 - (i) $\text{Wt. of FeCl}_3 \text{ in ship, in lb} - (\text{wt. of Liq. Ferric Chloride in ship, in lb}) \times (\text{FeCl}_3 \text{ conc. in \% by wt.})$
 - (ii) $\text{Cost of shipment, in \$} = (\text{wt. of FeCl}_3 \text{ in shipment, in lb}) \times (\text{unit cost of FeCl}_3, \text{ in \$ / lb FeCl}_3)$
- D. The successful Respondent shall submit invoices to the City for each delivery that include the following:
 - (i) Date of delivery
 - (ii) Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
 - (iii) The weight of Liquid Ferric Chloride delivered in pounds
 - (iv) The weight percentage of FeCl_3 in the Liquid Ferric Chloride delivered
 - (v) Calculation of the weight of FeCl_3 in the shipment, in pounds
 - (vi) Calculation of the cost of the shipment, in dollars

2. COMPLIANCE WITH STANDARDS

- A. The Liquid Ferric Chloride shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B407, Liquid Ferric Chloride, except as modified or Supplemented herein. Non-conformance with ANSI/AWWA B407 shall constitute a breach of contract.
- B. The Liquid Ferric Chloride shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals – Health Effects by an by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The Respondent shall provide evidence of this certification with the offer.
- C. If ANSI/NSF Standard 60 certification for Liquid Ferric Chloride is ever revoked or lapses, the Respondent shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute a breach of contract.
- D. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its bid submittal, the Respondent shall state the name of the manufacturer of the Liquid Ferric Chloride, provide a description of the manufacturing process, provide a technical data sheet and SDS for the product, and list all raw materials used in Liquid Ferric Chloride production.
- B. During the life of the contract, the successful Respondent shall notify the City of any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- C. The liquid ferric chloride shall meet the conditions in the following table:

Parameter	Condition
ferric chloride, FeCl_3 , concentration by weight	37 to 47%
iron, Fe, concentration by weight	12.7 to 16.2%
iron in the ferrous state	$\leq 2.5\%$ of total Fe
free acid concentration, expressed as HCl	$\leq 1\%$
insoluble matter concentration by weight	$\leq 0.5\%$
Specific gravity, at 20°C	1.375 to 1.510

- D. The Liquid Ferric Chloride shall not contain any foreign matter or impurity that may damage or interfere with the City's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's tanks. The Respondent shall reimburse the City for any damages or costs incurred from any foreign material or impurity.
- E. The Liquid Ferric Chloride shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the Liquid Ferric Chloride, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Liquid Ferric Chloride supplied, the Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- F. The Liquid Ferric Chloride supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.
- G. Notwithstanding any other requirements of this specification, the concentration of certain metals in the Liquid Ferric Chloride shall be limited as follows:

Impurity	Maximum Concentration, In mg/L	Maximum Reporting Detection Limit, In mg/L
total antimony	250	50
total arsenic	150	30
total barium	1000	50
total beryllium	100	20
total boron	250	50
total cadmium	10	2
total chromium	100	30
total copper	60	12
total lead	10	2
total manganese	1000	50
total mercury	0.10	0.02
total molybdenum	10	2
total nickel	100	20
total selenium	10	2
total silver	50	10
total thallium	30	6
total zinc	150	30

- J. The City reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- K. Any water used to make up the liquid ferric chloride must contain less than 20 µg of perchlorate/L.
- L. Before the initial delivery, the successful Respondent shall sample the Liquid Ferric Chloride from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City.
- (i) Production lot number,
 - (ii) Date of manufacture,
 - (iii) Specific gravity, at 20°C,
 - (iv) Iron content, in %Fe, by weight,
 - (v) Ferric chloride content, in % FeCl₃, by weight,
 - (vi) Iron in the ferrous state, expressed as % of total iron,
 - (vii) Free acid concentration, expressed as HCl, in %,
 - (viii) Insoluble matter concentration, in %, by weight,
 - (ix) All of the metals in the table above, in mg/L, and
 - (x) Dates of analyses

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

- M. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Ferric Chloride (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the Liquid Ferric Chloride contained less than 20 µg of perchlorate/L.

- N. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- O. The successful Respondent shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance.
- P. The successful Respondent shall submit each calendar quarter's report to the City on or before the last day of that calendar quarter.
- Q. The successful Respondent shall submit the reports from the sampling and analysis process described above to:
- Water Reclamation Facility Administrator
City of North Las Vegas WRF
2580 Betty Lane,
Las Vegas, Nevada 89156**
- R. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the supplier to submit a complete report on time is sufficient cause to constitute breach of contract.

4. DELIVERY DOCUMENTS

- A. The successful Respondent shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- (i) Date of delivery,
 - (ii) Bill of Lading/Weigh Slip Number,
 - (iii) Gross weight of delivery vehicle and Liquid Ferric Chloride in pounds,
 - (iv) Tare weight of delivery vehicle in pounds, and
 - (v) Net weight of Liquid Ferric Chloride in the delivery vehicle in pounds.
- B. The successful Respondent shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Respondent shall present the Certificate to the WRF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:
- (i) Production lot number,
 - (ii) Specific gravity, at 20°C,
 - (iii) Iron content, in % Fe, by weight,
 - (iv) Ferric chloride content, in % FeCl₃, by weight,
 - (v) Iron in the ferrous state, expressed as % of total iron,
 - (vi) Free acid concentration, expressed as HCl, in %
 - (vii) Insoluble matter concentration, in %, by weight, and
 - (viii) Dates of analyses
- C. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

- D. The successful Respondent shall include any charges for the Certificates in the offer price.

**Technical Specifications
For Liquid Sodium Bisulfite**

Note: These specifications are for 37.5 – 40% liquid sodium bisulfite.

1. GENERAL

- A. All deliveries of liquid sodium bisulfite must conform to the specifications of this contract. All quality specifications apply to the product transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The successful Respondent shall bill by weight of NaHSO₃ in pounds. The successful Respondent shall calculate the weight of NaHSO₃ in each shipment as follows:
- (i) wt. of NaHSO₃ in shipment, in lb = (shipment wt., in lb)(NaHSO₃, in % by wt.)
 - (ii) cost of shipment, in \$ = (wt. of NaHSO₃ in shipment, in lb)(cost of NaHSO₃, in \$/lb of NaHSO₃)
- C. The successful Respondent shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:
- (i) Date of delivery
 - (ii) Gross weight of delivery vehicle and product in pounds
 - (iii) Tare weight of delivery vehicle in pounds
 - (iv) Net weight of product in the delivery vehicle in pounds

The City shall assume the weight of the product (solution) delivered (transferred to the City) is equal to net weight of the product in the delivery vehicle. The successful Respondent shall ensure the complete transfer of product from the delivery vehicle to the City's storage vessels.

All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.

- D. The successful Respondent shall submit invoices to the City that include the following:
- (i) Date of delivery
 - (ii) The weight of product (solution) delivered in pounds
 - (iii) The weight of percentage of NaHSO₃ in the solution delivered
 - (iv) Calculation of the weight of NaHSO₃ in the shipment, in pounds
 - (v) Calculation of the cost of the shipment, in dollars

- E. Respondent shall offer unit and extended costs in \$/lb of NaHSO₃

2. CHEMICAL COMPOSITION/IMPURITIES

- A. The liquid sodium bisulfite shall be clear and shall contain less than or equal to 0.5% insoluble matter by weight.

- B. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60°F).
- C. The liquid sodium bisulfite shall contain less than or equal to 2% sodium sulfate by weight.
- D. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.
- E. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the successful Respondent's equipment. The successful Respondent shall reimburse the City for any damages or costs incurred from such foreign material.
- F. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the successful Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- G. The City reserves the right to add specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- H. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

Impurity	Maximum concentration in mg/L	Maximum reporting detection limit in mg/L
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

Note: The maximum concentrations for metal were calculated from the expected quantity to be used at the WRF for dechlorination and water quality standards in the Las Vegas Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

- I. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg perchlorate/L.
- J. The successful Respondent shall ensure all loads of the liquid sodium bisulfate meet the requirements of Items H and I above. Before the initial delivery, the successful Respondent shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. Report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg perchlorate/L. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or the Respondent may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- L. The successful Respondent shall complete the sampling and analysis processes described above in Items J and K once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The successful Respondent shall submit each report to the City on or before the last day of each calendar quarter.
- M. The successful Respondent shall submit the report described above in Items K and L to the Water Reclamation Facility Administrator, City of North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV 89156. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the successful Respondent to submit a complete report on time is sufficient cause to constitute breach of contract.
- N. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The successful Respondent shall submit a certificate of analysis to the City for and with each delivery. The successful Respondent shall present the certificate to the WRF Operations personnel receiving the shipment. The certificate shall contain the following lot-specific information:
 - (i) Production lot or batch number
 - (ii) Date of manufacture
 - (iii) Specific gravity
 - (iv) Sodium bisulfite, in % NaHSO_3 , and % available SO_2 , by weight
 - (v) Sodium sulfate, in % Na_2SO_4 , by weight
 - (vi) Insoluble matter, in %, by weight
 - (vii) Date(s) of analyses

- B. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item 2 above, shall also be sufficient cause to reject the load.
- C. Respondent shall include any charges for the certificates in the bid submittal price.

**Technical Specifications
For Citric Acid**

Note: These specifications are for 50% Citric Acid food grade

1. GENERAL

- A. All deliveries of Citric Acid must conform to the specifications of the contract. All quality specifications apply to the product transferred by the successful Respondent into the City's storage vessels.
- B. The successful Respondent shall measure delivery quantities as the total weight of product (solution) delivered in pounds. The successful Respondent shall bill by weight of Citric Acid in pounds. The successful Respondent shall calculate the weight of Citric Acid in each shipment as follows:
 - (i) wt. of Citric Acid in shipment, in lb = (shipment wt., in lb)(Citric Acid, in % by wt.)
 - (ii) cost of shipment, in \$ = (wt. of Citric Acid in shipment, in lb)(cost of Citric Acid, in \$/lb of Citric Acid)
 - (iii) Molecular formula is $C_6H_8O_7$ in water
- C. The successful Respondent shall provide a Bill of Lading and Weigh Slip with each delivery indicating the following:
 - (i) Date of delivery
 - (ii) Gross weight of delivery vehicle and product in pounds
 - (iii) Tare weight of delivery vehicle in pounds
 - (iv) Net weight of product in the delivery vehicle in pounds

The City shall assume the weight of the product (solution) delivered (transferred to the City) is equal to net weight of the product in the delivery vehicle. The successful Respondent shall ensure the complete transfer of product from the delivery vehicle to the City's storage vessels.

All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.

- D. The successful Respondent shall submit invoices to the City that include the following:
 - (i) Date of delivery
 - (ii) The weight of product (solution) delivered in pounds
 - (iii) The weight of percentage of Citric Acid in the solution delivered
 - (iv) Calculation of the weight of Citric Acid in the shipment, in pounds
 - (v) Calculation of the cost of the shipment, in dollars
- E. Respondent shall offer unit and extended costs in \$/lb of Citric Acid

2. CHEMICAL COMPOSITION/IMPURITIES

- A. The Citric Acid shall be clear and shall contain less than or equal to 0.5% insoluble matter by weight.
- B. 50% Citric Acid, by weight. The specific gravity of the Citric Acid shall be 1.22 (at 20°C).
- C. The Citric Acid shall contain less than or equal to 2% by weight.
- D. The Citric Acid shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the Citric Acid, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.
- E. The Citric Acid shall not contain any foreign matter that may damage the City's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the successful Respondent's equipment. The successful Respondent shall reimburse the City for any damages or costs incurred from such foreign material.
- F. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Citric Acid supplied, the successful Respondent shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- G. The City reserves the right to add specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- H. Notwithstanding any other requirements of this specification, impurities in the Citric Acid shall be limited as follows:

Impurity	Maximum concentration in mg/L	Maximum reporting detection limit in mg/L
Total antimony	75	15
Total arsenic	50	10
Total barium	1000	200
Total beryllium	50	10
Total boron	75	15
Total cadmium	2	0.4
Total chromium	20	4
Total copper	4	0.8
Total iron	50	10
Total lead	1	0.2
Total manganese	40	8
Total mercury	0.01	0.002
Total molybdenum	2	0.4
Total nickel	10	2
Total selenium	3	0.6
Total silver	10	2
Total thallium	10	2
Total zinc	30	6

Note: The maximum concentrations for metal were calculated from the expected quantity to be used at the WRF for dechlorination and water quality standards in the Las Vegas Wash. The iron specification was lowered from the calculated value of 200 mg/L to 50 mg/L.

- I. Any water used to make up the Citric Acid must contain less than 20 µg perchlorate/L.
- J. The successful Respondent shall ensure all loads of the liquid sodium bisulfate meet the requirements of Items and I above. Before the initial delivery, the successful Respondent shall sample the Citric Acid from a typical lot and determine all the constituents listed in Item I and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The successful Respondent shall supply the City a detailed report for the sampling and analysis described above. Report shall contain a statement, signed by a management-level representative of the successful Respondent, certifying that the sample supplied to the laboratory was unaltered and representative of the typical product (to be) delivered to the City.
- L. The report shall also contain evidence that all water sources used to make up the Citric Acid contain less than 20 µg perchlorate/L.
- M. The successful Respondent may use analytical data generated by the successful Respondent of the make up water(s) or the successful Respondent may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- N. The successful Respondent shall complete the sampling and analysis processes described above in Items J and K once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The successful Respondent shall submit each report to the City on or before the last day of each calendar quarter.
- O. The successful Respondent shall submit the report described above in Items K and L to the Water Reclamation Facility Administrator, City of North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV 89156. The successful Respondent shall submit the initial report before the delivery of the first shipment. Failure of the successful Respondent to submit a complete report on time is sufficient cause to constitute breach of contract.
- P. The Citric Acid supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The successful Respondent shall submit a certificate of analysis to the City for and with each delivery. The successful Respondent shall present the certificate to the WRF Operations personnel receiving the shipment. The certificate shall contain the following lot-specific information:
 - (i) Production lot or batch number
 - (ii) Date of manufacture
 - (iii) Specific gravity
 - (iv) Citric Acid, in %, and % available Citric Acid by weight
 - (v) Insoluble matter, in %, by weight
 - (vi) Date(s) of analyses

- B. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item 2 above, shall also be sufficient cause to reject the load.
- C. The Respondent shall include any charges for the certificates in the bid submittal.

4. DELIVERY LOGISTICS

- A. The successful Respondent shall deliver the Citric Acid to the following location: Water Reclamation Facility (WRF), 2580 Betty Lane, Las Vegas, NV 89156 (corner of Betty Lane and Carey Avenue.) The total volume of 500 gallons (two totes at 250 gallons each.)
- B. The successful Respondent shall ship the Citric Acid to the City in totes on delivery trucks with lift gates and Fork lift to set totes at designated area.
- C. Failure of the successful Respondent to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- D. The successful Respondent is expected to comply with reasonable requests for emergency deliveries.
- E. The successful Respondent shall measure delivery quantities as the total weight of Citric Acid delivered in pounds. The City shall assume the weight of the Citric Acid delivered (transferred to the City) is equal to net weight of the Citric Acid in the delivery vehicle. The successful Respondent shall ensure the complete transfer of the Citric Acid from the delivery vehicle to the City's designated area.
- F. The Citric Acid shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- G. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tanks if needed. The hose must have a "quick connect" to connect with the fitting on the totes if needed. All appurtenant valves, pumps, and discharge hoses used for the delivery of the Citric Acid, shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- H. The tank truck must be sealed and equipped with a self-contained system to deliver all the Citric Acid the designated tote pads. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump the successful Respondent shall supply all transfer equipment. The successful Respondent shall not use the City's equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City. The driver shall follow the instructions posted at the unloading station.
- I. The driver shall follow all City security procedures and requirements for personal protective equipment. The City shall inform the successful Respondent of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- J. Upon arrival to the site the driver shall stop at the WRF Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The City reserves the right to

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

- K. The City reserves the right to subject samples of the City of North Las Vegas to analysis to determine if the Citric Acid meets the City's specifications. The successful Respondent shall facilitate the sampling process, when asked. Failing to comply with the City's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is a necessity to remove non-conforming Citric Acid, the successful Respondent shall remove and replace any and all non-conforming Citric Acid within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Citric Acid and the cost for removal and disposal shall be billed to the successful Respondent. The successful Respondent may not charge for delivered material the City rejects.
- L. All employees, drivers and subcontractors will be subject to background checks at the sole cost of the successful Respondent.

SWIMMING POOL CHEMICALS

Delivery Requirements: The successful Respondent will deliver ordered products within 72 hours of an order being placed and received by the vendor. The successful Respondent will adhere to the time and location of each delivery as placed on each request for goods.

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

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

The locations where the pool chemicals are to be delivered are:

Petitti Pool, 2505 N Bruce St, North Las Vegas, NV 89030
Silver Mesa Pool, 4095 Allen Lane, North Las Vegas, NV 89032
Walker Pool, 1509 June Ave, North Las Vegas, NV 89032

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

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

All chemicals will be delivered F.O.B. delivered as prescribed by the awarded price/freight schedule. Delivery free period shall be prescribed by the Agency and hours of delivery will be determined by the Agency.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals**

EXHIBIT LISTING

Exhibit A – Bid Submittal Sheet - Fill out the pricing on Exhibit A for individual items. Use the last box to provide any comments you may have, you may attach an additional sheet if necessary, please label appropriately. This form is **mandatory**. Failure to fill out this form will make your bid non-responsive.

Exhibit B - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Company must sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addendum.

Exhibit C – Qualifications and Experience of Respondent

Exhibit D –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must be notarized)

Exhibit E – Non-Collusion Affidavit ** this form must be notarized **

Exhibit F – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT A
BID SUBMITTAL SHEET**

ITEM NO.	DESCRIPTION	MANUFACTURER USED BY RESPONDENT	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	Cost Per (Includes Delivery Costs)	TOTAL COST
1.	Ferric Chloride (38%-42%)		1,600,000	Pound		
2.	Sodium Bisulfite (38% liquid sodium)		13,000	Gallon		
3.	Citric Acid (50%)		20,350	Gallon		
4.	Hydrochloric Acid (20 BE)		27,000	Pound		
5.	LA Chemcolor Sodium Hypochlorite (12.5)		22,000	Gallon		
6.	Sodium Bicarbonate Industrial		7,200	50 Pound Bag		

Total Bid Amount \$ _____

NOTE: EXCEPTIONS TO BID **THIS FORM IS MANDATORY-FAILURE TO COMPLETE THIS FORM IS CAUSE FOR REJECTION. Cost per item must include all shipping and handling costs.**

This is a sealed Invitation to Bid (ITB) and negotiation of specifications or other terms and conditions typically are not permitted at, or after, Bid Opening. The Respondent must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

Delivery Time: _____

Payment Terms: _____ Percent _____ Days

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT B
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response to BID B-1585 Wastewater and Swimming Pool Chemicals and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

TELEPHONE NUMBER

FAX NUMBER

ADDRESS OF RESPONDENT

CITY

STATE

ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

ADDENDA ACKNOWLEDGED

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

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

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

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT C – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT D – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,
by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT E- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title: _____

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1585 Wastewater and Swimming Pool Chemicals
EXHIBIT F- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE

RECEIVED

SEP - 9 2019

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Boulevard North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

PENCCO, INC.
PO BOX 600
SAN FELIPE, TX 77473

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: 115785

Period Ending: 02/29/2020

Type of License: T011 TRUCKING

Business Location:

PENCCO, INC.
831 BARTLETT ROAD
SEALY, TX 77474

Owner/Principal(s)

PENCCO, INC.
1 VEHICLE

Your Community of Choice

This license is **not** transferable
POST IN A CONSPICUOUS PLACE



Marc Jordan

Director
Land Development & Community Services

ACORD™

Client#: 1768779

PENCCINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: Tara Gover PHONE (A/C, No, Ext): 713 490-4600 E-MAIL ADDRESS: tara.gover@usi.com FAX (A/C, No): 713-490-4700	
INSURED PENCCO, Inc. 831 Bartlett Road Sealy, TX 77474		INSURER(S) AFFORDING COVERAGE INSURER A : Navigators Specialty Insurance Co.	NAIC # 36056
		INSURER B : Texas Mutual Insurance Company	22945
		INSURER C : Argonaut Insurance Company	19801
		INSURER D : Navigators Insurance Company	42307
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

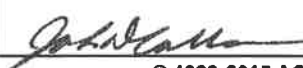
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CH19NP3Z03E19IC	11/15/2019	11/15/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		NY19NCP02120600	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CH19NP3Z03E19IC	11/15/2019	11/15/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0002040500	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C			928568734924	11/15/2019	11/15/2020	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability		CH19NP3Z03E19IC	11/15/2019	11/15/2020	See Attached for Specific Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an Additional Insured provision that provides additional insured status to the Certificate Holder when there is a written contract between the Named Insured and the Certificate Holder requiring such status.

The General Liability, Automobile Liability, and Workers' Compensation policies provide a Blanket Waiver of (See Attached Descriptions)

CERTIFICATE HOLDER City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Subrogation when required by written contract.

The General Liability, Automobile Liability, and Workers' Compensation policies include an endorsement providing 30 days notice of cancellation to the Certificate Holder except 10 days notice for non payment of premium.

The General Liability Policy includes the following Pollution Liability coverages:

Products Pollution Liability Limit: \$1,000,000;

Contractors Pollution Liability Limit: \$1,000,000;

Transportation Pollution Liability Limit: \$1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: \$2,000,000

Non-Owned Disposal Site Pollution Liability Limit; \$1,000,000; Aggregate: \$2,000,000

EXHIBIT B

First Amendment

Please see the attached page(s).

FIRST AMENDMENT TO THE PURCHASE AGREEMENT FOR FERRIC CHLORIDE

This First Amendment to the Purchase Agreement For Ferric Chloride (“First Amendment”) is effective 12/07/2021 08:05:44 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Pencco, Inc., a Texas corporation (“Provider”).

RECITALS

WHEREAS, on January 16, 2020, the City and Provider entered into the Purchase Agreement for ferric chloride for the Water Reclamation Facility (“Purchase Agreement”), a copy of which is attached hereto as Exhibit A (72 pages);

WHEREAS, pursuant to the terms of the Purchase Agreement the vendor must request any price increase in writing to the City 90 days in advance of the third year of the contract;

WHEREAS, on October 5, 2021, Provider requested a price. A copy of the Increase Request is attached hereto as Exhibit B (1 pages); and

WHEREAS, the Purchase Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 2.1. of the Purchase Agreement shall be amended to include the following language:
2. The prices quoted in the Increase Request for Ferric Chloride, at \$0.42/dry lb., shall go into effect at the beginning of the third year of the Purchase Agreement (January 16, 2022). The City acknowledges that the Provider complied with Section 2.2 of the Purchase Agreement in making this request, and the City accepts the increase.
3. The Purchase Agreement is hereby amended to include an Exhibit B, which is the Exhibit B attached to this First Amendment.
4. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Purchase Agreement.

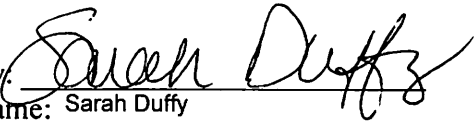
[Signature Page Follows]

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

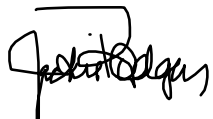
City of North Las Vegas,
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Pencco, Inc.,
a Texas corporation

By: 
Name: Sarah Duffy
Title: Bid Sec.

Attest:

By: 
Jackie Rodgers, Acting City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Purchase Agreement

Please see attached page(s).

EXHIBIT B

Increase Request

Please see attached page(s).



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

October 5, 2021

Joy Yoshida, Buyer
City of North Las Vegas
2250 Las Vegas Blvd, Suite 700
North Las Vegas, NV 89030
Via email: yoshidaj@cityofnorthlasvegas.com

RE: Ferric Chloride Contract Extension Offer

Dear Ms. Yoshida,

We have been supplying the City of North Las Vegas with ferric chloride since January of 2020 (bid was in September 2019). Pencco not only delivers this product to you, we also manufacture it from raw materials at our facility in Vernon, California. We would like to offer the City a one year extension at pricing listed below. Since the initial bid 2 years ago, we have incurred (and continue to incur) several raw materials increases which in turn cause us to request your consideration of the following price adjustment:

Current price:	\$0.357/dry lb
Adjustment:	\$0.42/dry lb

New Term: 1/15/2022 – 1/16/2023

I have attached confidential documentation for your reference and justification of the increase requested. Included are: iron ore pricing chart and invoices for our steel (black slitter coils – which are high quality grade scrap iron used as a raw material in the ferric chloride manufacturing process).

If you have any questions or require additional information please do not hesitate to contact me at 979-987-7979 or sarah@pencco.com. Thank you for your time and consideration.

Sincerely,

Sarah Duffy

Sarah Duffy
National Inside Sales & Contracts Manager

cc: Mark Border

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

PENCCO, INC.
PO BOX 600
SAN FELIPE, TX 77473

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL115785** Expiration Date: **02/28/2022**

License Type: **TRUCKING**

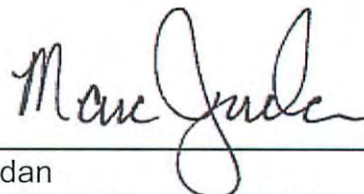
Classification: **TRUCKING**

Business Location: **PENCCO, INC.**
831 BARTLETT RD
SEALY, TX 77474

Owner/Principal(s): **PENCCO, INC.**

CITY OF
NORTH LAS VEGAS

Your Community of Choice



Marc Jordan
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Lainey Leno
	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: lainey.leno@usi.com
INSURED PENCCO, Inc. 831 Bartlett Road Sealy, TX 77474	INSURER(S) AFFORDING COVERAGE
	INSURER A : Navigators Specialty Insurance Co.
	INSURER B : Texas Mutual Insurance Company
	INSURER C : Argonaut Midwest Insurance Company
	INSURER D : Navigators Insurance Company
	INSURER E :
INSURER F :	NAIC #
	36056
	22945
	19801
	42307

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HO21NP3Z03E19IC	11/15/2021	11/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Gen Agg Cap \$10,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		FA19NCP02120602	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HO21NP3Z03E19IC	11/15/2021	11/15/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A	0002042103	11/15/2021	11/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		928688734924	11/15/2021	11/15/2022	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability		HO21NP3Z03E19IC	11/15/2021	11/15/2022	See attached for Specific Limits


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an Additional Insured provision that provides additional insured status to the Certificate Holder when there is a written contract between the Named Insured and the Certificate Holder requiring such status; and includes a 30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium.

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, and Workers' Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.

The General Liability Policy includes the following Pollution Liability coverages:

Products Pollution Liability Limit: \$1,000,000;

Contractors Pollution Liability Limit: \$1,000,000;

Transportation Pollution Liability Limit: \$1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: \$2,000,000

Non-Owned Disposal Site Pollution Liability (Claims-made): Limit; \$1,000,000; Aggregate: \$2,000,000

EXHIBIT C

Second Amendment

Please see the attached page(s).

SECOND AMENDMENT TO THE PURCHASE AGREEMENT FOR FERRIC CHLORIDE

This Second Amendment to the Purchase Agreement for Ferric Chloride (“Second Amendment”) is made and entered into as of 06/13/2022 06:56:28 PDT (the “Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (hereinafter referred to as “City”), and Pencco, Inc., a Texas corporation (hereinafter referred to as “Provider”; collectively, City and Provider will be referred to as the “Parties”).

RECITALS

WHEREAS, on January 16, 2020, City and Provider entered into the Purchase Agreement (the “Original Agreement”) for the City to purchase of ferric chloride to be used at the City’s Water Reclamation Facility (“Products”); a copy of the Original Agreement is attached as Exhibit A;

WHEREAS, under the Original Agreement, depending on the City’s order quantities for the Products, the City may pay the Provider for the Products up to \$300,000 per fiscal year;

WHEREAS, on December 7, 2021, City and Services Provider entered into the First Amendment to the Purchase Agreement for Ferric Chloride (the “First Amendment”), a copy of which is attached as Exhibit B (collectively, the Original Agreement, First Amendment, and Second Amendment may be referred to as the “Agreement”);

WHEREAS, the Parties, pursuant to Section 2.2 of the Original Agreement, agreed in the First Amendment to increase the price for ferric chloride from \$0.357/dry lb. to \$0.42/dry lb. for the period of January 16, 2022 to January 15, 2023; and

WHEREAS, the Parties want to amend the amount City may pay Provider for the Products during the fiscal year beginning on July 1, 2021 and ending on June 30, 2022 from \$300,000 to \$340,000 to account for the price increase reflected in the First Amendment and to account for the amount of Products the City has purchased from Provider.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Second Amendment and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Except for the terms specifically set forth below, the Parties agree to affirm the terms and conditions of the Original Agreement and the First Amendment.

2. The Parties agree to delete Section 2.1 of the Original Agreement, as amended by the First Amendment, and replace it with the following language:

2.1 The term of this Agreement shall commence on the Effective Date and continue for a four-year period with one (1) two-year extension at the sole discretion of the City Manager (the “Term”). The prices quoted in the Increase Request for Ferric

Chloride, at \$0.42/dry lb. shall go into effect at the beginning of the third year of the Agreement (January 16, 2022).


Depending on the City's order quantities for the Products, the City may pay the Provider for the Products up to an amount not to exceed \$300,000 per fiscal year beginning on the Effective Date for the Term of the Agreement. However, for the fiscal year of July 1, 2021 through June 30, 2022, City may pay Provide an amount not to exceed \$340,000. As amended by this Second Amendment, the total value for the entire term of this Agreement, including the two option years, is not to exceed \$1,840,000.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the Effective Date.

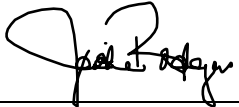
City of North Las Vegas,
a Nevada municipal corporation

By: 
Ryann Juden, City Manager

Pencco, Inc.,
a Texas corporation

By: 
Name: Sarah Duffy
Title: Bid Sec.

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

By: 
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see the attached page(s).

EXHIBIT B

First Amendment

Please see the attached page(s).

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

PENCCO, INC.
PO BOX 600
SAN FELIPE, TX 77473

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL115785** Expiration Date: **08/31/2022**

Type of License: **TRUCKING**

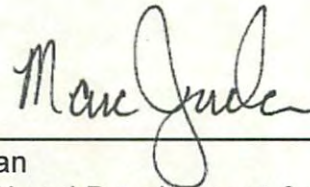
Classification: **TRUCKING**

Business Location: **PENCCO, INC.**
831 BARTLETT RD
SEALY, TX 77474

Owner/Principal(s): **PENCCO, INC.**

**CITY OF
NORTH LAS VEGAS**

Your Community of Choice



Marc Jordan
Director of Land Development & Community
Services

This license is not transferable
POST IN A CONSPICUOUS PLACE

RECEIVED
FEB 14 2022

Client#: 1768779

PENCCINC

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Lainey Leno PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: lainey.leno@usi.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Navigators Specialty Insurance Co.</td> <td>36056</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Argonaut Midwest Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D : Navigators Insurance Company</td> <td>42307</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Navigators Specialty Insurance Co.	36056	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Argonaut Midwest Insurance Company	19801	INSURER D : Navigators Insurance Company	42307	INSURER E :		INSURER F :
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INSURED PENCCO, Inc. 831 Bartlett Road Sealy, TX 77474															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

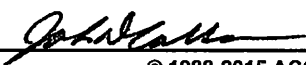
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		HO21NP3Z03E19IC	11/15/2021	11/15/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Gen Agg Cap \$10,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		FA19NCP02120602	11/15/2021	11/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		HO21NP3Z03E19IC	11/15/2021	11/15/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0002042103 928688734924	11/15/2021 11/15/2021	11/15/2022 11/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability		HO21NP3Z03E19IC	11/15/2021	11/15/2022	See attached for Specific Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an Additional Insured provision that provides additional insured status to the Certificate Holder when there is a written contract between the Named Insured and the Certificate Holder requiring such status; and includes a 30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium.

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of North Las Vegas 2250 Las Vegas Blvd N North Las Vegas, NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, and Workers' Compensation policies provide a Blanket Waiver of Subrogation when required by written contract.

The General Liability Policy includes the following Pollution Liability coverages:

Products Pollution Liability Limit: \$1,000,000;

Contractors Pollution Liability Limit: \$1,000,000;

Transportation Pollution Liability Limit: \$1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: \$2,000,000

Non-Owned Disposal Site Pollution Liability (Claims-made): Limit; \$1,000,000; Aggregate: \$2,000,000

EXHIBIT D

Increase Request

Please see the attached page(s).



PO Box 600 San Felipe, Texas 77473
(979) 885-0005 Fax: (979) 885-3208

November 8, 2022

Joy Yoshida, Buyer
Daniel Ybarra
City of North Las Vegas
2250 Las Vegas Blvd, Suite 700
North Las Vegas, NV 89030
Via email: yoshidaj@cityofnorthlasvegas.com and ybarrad@cityofnorthlasvegas.com

RE: Ferric Chloride Contract Extension Offer

Dear Ms. Yoshida,

We have been supplying the City of North Las Vegas with ferric chloride since January of 2020 (bid was in September 2019). Pencco not only delivers this product to you, we also manufacture it from raw materials at our facility in Vernon, California. We would like to offer the City a one year extension at pricing listed below. Since the initial bid 3 years ago, we have incurred (and continue to incur) several raw materials increases which in turn cause us to request your consideration of the following price adjustment:

Current price:	\$0.42/dry lb
Adjustment:	\$0.65/dry lb

New Term: 1/16/2023 – 1/15/2024

I have attached confidential documentation for your reference and justification of the increase requested. Included are: invoices for our steel (black slitter coils – which are high quality grade scrap iron used as a raw material in the ferric chloride manufacturing process as well as one of the several increases we have received for Hydrochloric Acid).

If you have any questions or require additional information please do not hesitate to contact me at 979-987-7979 or sarah@pencco.com. Thank you for your time and consideration.

Sincerely,

Sarah Duffy

Sarah Duffy
National Inside Sales & Contracts Manager

cc: Mark Border



PENCINC-03

FHARTUNG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Carlisle Insurance
500 N Water #900
Corpus Christi, TX 78401

CONTACT NAME: Francie Hartung, CIC

PHONE (A/C, No, Ext): (361) 360-7094

FAX (A/C, No):

E-MAIL ADDRESS: francesh@carlisleins.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Navigators Specialty Insurance Company

36056

INSURER B: Navigators Insurance Company

42307

INSURER C: Zenith Insurance Company

13269

INSURER D:

INSURER E:

INSURER F:

INSURED

Pencco, Inc.
831 Bartlett Rd.
Sealy, TX 77474

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			HO22NP3Z03E19IC	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 General Agg Cap \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			FA19NCP02120603	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			HO22NP3Z03E19IC	11/15/2022	11/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	M1335701	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			HO22NP3Z03E19IC	11/15/2022	11/15/2023	See Attached Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of North Las Vegas
2250 Las Vegas Blvd N;
North Las Vegas, NV 89030-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: PENCINC-03

FHARTUNG

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Carlisle Insurance		NAMED INSURED Pencco, Inc. 831 Bartlett Rd. Sealy, TX 77474	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Coverages & Endorsements:

Additional Insured endorsement included on the General Liability & Automobile Liability policies when there is a written contract between the Named Insured and the Certificate Holder requiring such status. Additional Insured Endorsement applies on a Primary & Non-Contributory basis when required in a written contract.

30 day notice of cancellation to the certificate holder, except 10 days for non-payment of premium on the General Liability, Auto Liability, Excess Liability and Workers' Compensation Policies.

Blanket Waiver of Subrogation when required by written contract on the General Liability, Auto Liability, Excess Liability and Workers' Compensation Policies.

The General Liability Policy includes the following Pollution Liability coverages:

Products Pollution Liability Limit: \$1,000,000;

Contractors Pollution Liability Limit: \$1,000,000;

Transportation Pollution Liability Limit: \$1,000,000;

Contractors Pollution & Transportation Pollution Aggregate: \$2,000,000

Non-Owned Disposal Site Pollution Liability (Claims-made): Limit: \$1,000,000; Aggregate: \$2,000,000