

**THIRD AMENDMENT AND FIRST RENEWAL TO THE AGREEMENT TO USE  
LOCAL GOVERNMENT CONTRACT FOR PURCHASE OF WASTEWATER  
TREATMENT CHEMICALS (ALUMINUM SULFATE, CITRIC ACID, FERRIC  
CHLORIDE, SODIUM BISULFITE, SODIUM HYDROXIDE AND SODIUM  
HYPOCHLORITE)**

This Third Amendment and First Renewal to the Agreement to Use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite) (“Third Amendment”) is made and entered into as of \_\_\_\_\_ (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Olin Corporation, DBA Olin Chlor Alkali Products and Vinyls, a Virginia corporation (“Vendor”).

**RECITALS**

WHEREAS, on February 18, 2021, the City and Vendor entered into the Agreement to Use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite (“Original Agreement”) for the purchase of sodium hypochlorite. The Original Agreement is attached hereto as Exhibit A;

WHEREAS, on August 31, 2022, the Parties amended the Original Agreement to increase the total not-to-exceed amount of the Agreement from Four Hundred Ninety Thousand Dollars and 00/100 (\$490,000.00) to a total not-to-exceed amount of Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00). The First Amendment is attached hereto as Exhibit B;

WHEREAS, on June 13, 2023 the Parties increased the total not-to-exceed amount from Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00) to Six Hundred Thirty-Thousand Dollars and 00/100 (\$630,000.00). The Second Amendment is attached hereto as Exhibit C;

WHEREAS, on August 3, 2023 Clark County Water Reclamation District issued written notice of approval for a price increase effective September 1, 2023 (“Increase Request). A copy of the Increase Request is attached hereto as Exhibit D;

WHEREAS, pursuant to NRS 332.195, the Parties wish to adopted the Increase Adjustment;

WHEREAS, the Parties also wishes to renew the Agreement for an additional one-year term. This renewal option will authorize the performance of the Agreement from September 1, 2023 to August 31, 2024. The Parties also wish to increase the total not-to-exceed amount from Six Hundred Thirty-Thousand Dollars and 00/100 (\$630,000.00) to One Million Twenty Thousand Dollars and 00/100 (\$1,020,000.00);

WHEREAS, the Original 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 Original Agreement shall be deleted in its entirety and replaced with the following:

2.1. The term of this Agreement shall commence on the March 1, 2021 and will continue in effect until August 31, 2023 ("Term"), unless earlier terminated in accordance with the terms herein. Depending on the City's order for the Products, the City may pay the Vendor for the Products a not-to-exceed amount of One Million Twenty Thousand Dollars and 00/100 (\$1,020,000.00), as specified in Schedule A below.

Schedule A	
Fiscal Year:	Amount:
03/01/2021 – 06/30/2021	\$ 70,000.00
07/01/2021 – 06/30/2022	\$ 190,000.00
07/01/2022 – 06/30/2023	\$ 325,000.00
07/01/2023 – 08/31/2023	\$ 45,000.00
09/01/2023 – 06/30/2024	\$ 295,000.00
07/01/2024 – 08/31/2024	\$ 95,000.00
<b>TOTAL:</b>	<b>\$ 1,020,000.00</b>

5. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

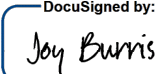
[The remainder of page is intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

Olin Corporation, dba Olin Chlor Alkali  
Products and Vinyls, a Virginia corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

DocuSigned by:  
  
664DD4099E4040A...  
By: \_\_\_\_\_  
Title: Bleach Marketing Director  
Name: Joy Burris

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).



**AGREEMENT TO USE LOCAL GOVERNMENT CONTRACT FOR  
PURCHASE OF WASTEWATER TREATMENT CHEMICALS (ALUMINUM  
SULFATE, CITRIC ACID, FERRIC CHLORIDE, SODIUM BISULFITE, SODIUM  
HYDROXIDE AND SODIUM HYPOCHLORITE)**

This Agreement to use the Local Government Contract for wastewater treatment chemicals (aluminum sulfate, citric acid, ferric chloride, sodium bisulfite, sodium hydroxide and sodium hypochlorite) (the “Agreement”) is made and entered into as of 02/18/2021 10:39:39 PST (the “Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (the “City”) and Olin Corporation, DBA Olin Chlor Alkali Products and Vinyls, a Virginia corporation (the “Vendor”).

**RECITALS**

WHEREAS, the City desires to obtain Sodium Hypochlorite from Vendor under the terms and conditions set forth in that certain Master Contract 190032 for wastewater treatment chemicals (aluminum sulfate, citric acid, ferric chloride, sodium bisulfite, sodium hydroxide and sodium hypochlorite) entered into between Clark County Water Reclamation District and Vendor effective September 1, 2019, with its attendant contract documents, attachments, and exhibits (collectively, the “Original Contract”). The Original Contract is attached as Exhibit A;

WHEREAS, NRS 332.195 (1) (a) permits the City to enter into a contract pursuant to a solicitation by another governmental entity located within or outside this State with the authorization of the contracting Provider;

WHEREAS, Vendor can provide the goods that the City seeks at the rates set forth under the Original Contract; and

WHEREAS, the City desires to purchase items as provided in the Scope of Service attached as “Exhibit B”; and

WHEREAS, the City and the Vendor intend to enter into an agreement using the terms, conditions and specifications of the Original Contract, unless otherwise amended as provided herein.

NOW THEREFORE, for the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency the parties acknowledge, the parties agree as follows:

**SECTION ONE  
AFFIRMATION OF ORIGINAL CONTRACT**

1.1. The City and the Vendor agree to use the Original Contract so that the City may purchase the services under the same terms and provisions as the Original Contract, provided that to the extent the terms of the Original Contract conflict with the terms of this Agreement, the terms

of this Agreement shall govern and the conflicting terms of the Original Contract shall be considered null and void and not applicable to this Agreement.

1.2. As required pursuant to NRS 332.195, the Vendor hereby authorizes and consents to the City using the terms, conditions and covenants of the Original Contract as the basis for this Agreement.

1.3. Wherever the term “Clark County Water Reclamation District” appears in the Original Contract, the parties deem such terms to mean the “City” or “City of North Las Vegas.”

## **SECTION TWO ADDITIONAL PROVISIONS TO ORIGINAL CONTRACT**

The Parties agree to be bound by the following provisions:

2.1. The term of this Agreement shall commence on the March 1, 2021 and will continue in effect until August 31, 2023 (the “Term”), unless earlier terminated in accordance with the terms herein. The City shall purchase the goods according to the prices and fees described in Exhibit B in an amount not to exceed Four Hundred Ninety Thousand Dollars and 00/100 (\$490,000.00). The prices in Exhibit B shall remain in effect as detailed in Exhibit B. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Vendor for changes referenced in this Agreement without the prior written authorization of the City to proceed with such changes.

Year:	Amount:
03/01/2021 – 06/30/2021	\$ 70,000.00
07/01/2021 – 06/30/2022	\$ 190,000.00
07/01/2022 – 06/30/2023	\$ 190,000.00
07/01/2023 – 08/31/2023	\$ 40,000.00
<b>TOTAL:</b>	<b>\$ 490,000.00</b>

2.2. Payment to the Vendor shall be made within thirty (30) calendar days after the City receives each invoice provided by the Vendor to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: a detailed description of the services and/or goods provided and any additional information requested by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Vendor will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Vendor shall submit the original invoice to:

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

2.3. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery 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., North, Suite 710  
North Las Vegas, NV 89030  
Phone: 702-633- 1745  
Email: yoshidaj@cityofnorthlasvegas.com

To Vendor: Olin Corporation, dba Olin Chlor Alkali Products and Vinyls  
Attention: John M. Schabacker, Business Director  
26700 South Banta Road  
Tracy, CA 95304  
Phone: 209-835-7204  
Email: jmschabacker@olin.com

2.4. The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

2.5. The Vendor agrees that it has procured and maintained the general liability insurance and all other insurance required pursuant to the Original Contract, including general liability insurance with no less than \$1,500,000 policy limits per occurrence.

2.6. The Vendor shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, 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 the Vendor, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## 2.7. Safety

2.7.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on

behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

2.7.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

2.8. Miscellaneous.

2.8.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law.

2.8.2. Assignment. Any attempt to assign this Agreement by Vendor without the prior written consent of the City shall be void. Any attempt to assign this Agreement by the City without the prior written consent of the Vendor shall be void.

2.8.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party hereto shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

2.8.4. Attorney's Fees. In the event either party commences any against the other in connection with this Agreement (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section survives the termination of this Agreement until the applicable statutes of limitation expire.

2.8.5. Time of Essence. Time is of the essence in the performance of this Agreement and all terms, provisions, covenants and conditions hereof.

2.8.6. 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.

2.8.7. 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 Vendor under this Agreement, this Agreement will be terminated when appropriate funds expire.

2.8.8. 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 Vendor for the disclosure of any public record, including but not limited to documents provided to the City by the Vendor. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Vendor, the Vendor 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 shall survive the expiration or early termination of the Agreement.

2.8.9. 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.

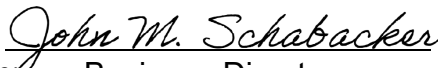
[The remainder of page is intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

City of North Las Vegas,  
a Nevada municipal corporation

By:   
John J. Lee, Mayor

Olin Corporation, dba Olin Chlor Alkali  
Products and Vinyls  
a Virginia corporation

By:   
Title: Business Director  
Name: John M. Schabacker

Attest:

By:   
Catherine A. Raynor, MMC, City Clerk

Approved as to Form:

By:   
Micaela Rustia Moore, City Attorney

EXHIBIT A

Master Contract 190032

Please see attached page(s).



# CLARK COUNTY WATER RECLAMATION DISTRICT

NOTICE OF INVITATION TO BID (ITB)  
SOLICITATION NO.: 190032

PROCUREMENT  
SOLUTIONS SECTION  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122  
702-668-8090

**DESCRIPTION:** Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)

**SOLICITATION DUE DATE/TIME:** May 9, 2019 at 2:00:00 P.M., PST

**SUBMITTAL LOCATION:** Clark County Water Reclamation District  
Attn: Procurement Solutions Section  
5857 E. Flamingo Rd.  
Las Vegas, Nevada 89122

**COMMODITY CATEGORY:** Chemicals, Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite

	<i>Date</i>	<i>Time</i>	<i>Location</i>
<b>NO PRE-BID CONFERENCE:</b>	<b>NONE</b>	<b>NONE</b>	<b>NONE</b>

In accordance with Nevada Revised Statutes (NRS) § Chapter 332, competitive sealed Bids for the goods or services specified will be received by the Clark County Water Reclamation District (DISTRICT), Procurement Solutions Section, Attn: Douglas Moore at the above specified location, until the time and date cited. All BID(S) must be received and in the actual possession of the DISTRICT Accounting Department on or prior to the time and date, and at the location specified above. Late offers will not be considered.

All BID(S) must be submitted in a sealed envelope or package with the Solicitation Number, Description and the Bidder's name and address clearly indicated on the envelope or package. All BID(S) must be completed in ink or typewritten. Additional instructions for preparing a Bid are included within this Solicitation.

**ALL BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Designated Contact Person :**  
**Douglas Moore**

Name

dmoore@cleanwaterteam.com

E-Mail Address

**702-668-8094**

Telephone Number

**April 15, 2019**

Date



<p><b>SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-190032</b></p>
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**CONFIRMATION/RECEIPT FORM**

All prospective Bidder(s) interested in this Invitation to Bid, shall immediately upon receipt e-mail this confirmation form to the "Designated Contact Person" referenced on page one (1) of this ITB document.

***Failure to do so mean the prospective Bidder is not interested in the solicitation and does not want any associated addenda e-mailed.***

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**PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:**

SOLICITATION NO. 190032

BID PAGES: 84

DESCRIPTION: Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite)

**BIDDER MUST COMPLETE THE FOLLOWING INFORMATION (TYPE OR PRINT CLEARLY):**

Company Name: Olin Corporation, dba Olin Chlor Alkali Products and Vinyls

Company Address: 26700 South Banta Road

City / State / Zip: Tracy, CA 95304

Name / Title: John M. Schabacker, Business Director

Area Code/Phone Number: 209-835-7204

Area Code/Fax Number: 209-835-9760

Email Address: JMSchabacker@olin.com

Please indicate the method you used to obtain this Bid Document:

☐ Internet    ☐ Plan Room    ☒ E-mail    ☐ Newspaper    ☐ DemandStar

**UPON RECEIPT IMMEDIATELY E-MAIL THIS CONFIRMATION FORM TO THE "DESIGNATED CONTACT PERSON" REFERENCED ON PAGE ONE (1) OF THIS ITB DOCUMENT**

<p><b>SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-190032</b></p>
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## HELPFUL BID INFORMATION

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

### INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at [www.cleanwaterteam.com/ProcurementSolutions/Pages/busoppsslisting.aspx](http://www.cleanwaterteam.com/ProcurementSolutions/Pages/busoppsslisting.aspx), as well as other important and useful purchasing related information. The solicitations are listed under "**District Bid Opportunities**." To locate a specific solicitation, browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Engineering Firm listed on the information sheet for the solicitation.

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## PREBID CONFERENCE ATTENDANCE

### WE WANT YOU!



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

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

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

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## NEED ASSISTANCE?



The Clark County Business Development Division works with the Purchasing and Contracts Division to expand the economic prospects of all disadvantaged groups in the business community and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you or you would like to discuss business opportunities within Clark County Water Reclamation District, please contact Procurement Solutions Section, at telephone number (702) 668-8090.

<p style="text-align: center;"><b>SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)</b> <b>SOLICITATION NO. ITB-190032</b></p>
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**1.0 INTENT OF INVITATION TO BID (ITB):**

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

**2.0 DEFINITIONS:**

- 2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- 2.2 **Bid (Bidder):** An offer, in response to a solicitation by DISTRICT, to supply goods and/or services at a specific price and within a specified time period.
- 2.3 **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.
- 2.4 **Bid Form:** Standard printed (pricing sheet) form given to Bidders that must be completed and submitted back to DISTRICT with the Bid Packet, in correct format and sequence.
- 2.5 **Bid Packet:** ITB Exhibits, Bid Security (if required), and all other pertinent information requested for submittal.
- 2.6 **Bidder(s):** A supplier who submits a bid to DISTRICT.
- 2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- 2.8 **BOT:** The Clark County Water Reclamation Board of Trustees.
- 2.9 **CONTRACT:** Contract documents include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.
- 2.10 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District and/or any other Governmental Entity that elects to join this contract per Nevada Revised Statutes 332.195.
- 2.11 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- 2.12 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.
- 2.13 **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- 2.14 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- 2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

### **SOLICITATION NO. ITB-190032**

- 2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.
- 2.17 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- 2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- 2.19 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.20 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.
- 2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.
- 2.22 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- 2.23 **Urban:** This includes the contiguous urban Las Vegas Valley.
- 3.0 DESIGNATED CONTACTS:**
- 3.1 For questions pertaining to this ITB, please contact the "Designated Contact Person" referenced on page one (1) of this ITB document (E-mail-Preferred).
- 4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:**
- 4.1 Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated DISTRICT contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.
- 5.0 PREBID CONFERENCE:**
- 5.1 There will be "NO" Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Tuesday, April 23, 2019 at 2:00 P.M., PST.**
- 6.0 ADDENDA AND INTERPRETATIONS:**
- 6.1 If it becomes necessary to revise any part of this bid, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided by the DISTRICT in written addendum form from the Procurement Solutions Section.
- 6.2 Bidder(s) shall take no advantage of any apparent error or omission in the ITB Document. In the event Bidder(s) discover such an error or omission, they shall immediately notify DISTRICT. DISTRICT will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the ITB Document through the issuance of an Addendum.
- 6.3 All requests for additional information, clarifications and questions pertaining to this ITB should be e-mailed to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any

## SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)

### SOLICITATION NO. ITB-190032

additional questions after **Tuesday, April 23, 2019 at 2:00 P.M., PST**. The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at [www.cleanwaterteam.com/ProcurementSolutions/Pages/busoppslisting.aspx](http://www.cleanwaterteam.com/ProcurementSolutions/Pages/busoppslisting.aspx).

- 6.4 Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the **Addendum Acknowledgement Form (Exhibit II)** provided within this ITB document. Failure to acknowledge receipt of all addenda may result in rejection of bid.

#### **7.0 DOCUMENT REVIEW:**

- 7.1 Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current ITB document. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Terms and Conditions, Section "C" of this ITB document. Bids submitted in response to this ITB may be reviewed by the public after issuance of the Notice of Intent to Award (NOIA) and after the DISTRICT has conducted its review/evaluation of all bids received. To review bid(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.

#### **8.0 PREPARATION OF BID FORM:**

- 8.1 Bid pricing must be submitted on **Bid Form (Pricing Sheet) (Exhibit VI)** provided in this ITB document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.
- 8.2 In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by DISTRICT. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

#### **9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:**

- 9.1 Bid Submittal Packet, shall consist of all required exhibits as referenced in the Minimum Bid Packet Content Requirements, Section "F" of this ITB document. Each completed "Exhibit" referenced within this ITB document shall be included within the bid packet. These documents, together, comprise a final/complete bid packet. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

#### **10.0 SUBCONTRACTOR INFORMATION:**

- 10.1 Bidders shall submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing the **Subcontractor Information Form (Exhibit V)** provided within this ITB document. The business designations information provided in **Subcontractor Information Form (Exhibit V)** by Bidder is for DISTRICT'S information only.

#### **11.0 RESERVED:**

#### **12.0 DESCRIPTIVE LITERATURE:**

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

**13.0 PRODUCTS:**

**13.1 New Product:**

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

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

**14.0 BRAND NAMES "OR EQUAL":**

- 14.1 Whenever, in this ITB, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to DISTRICT must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

**15.0 SUBSTITUTIONS:**

- 15.1 Specifications are intended to show kind and quality required and is not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- 15.1.1 Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.

- 15.1.2 Proof, satisfactory to DISTRICT, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.

- 15.1.3 Equivalent items may be subject to performance testing.

**16.0 TEST MODELS:**

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

**17.0 RESERVED:**

**18.0 ORDER QUANTITIES AND UNIT PRICING:**

- 18.1 Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each". This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

**19.0 BALANCE OF LINE DISCOUNT DEFINED:**

- 19.1 The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of CONTRACT. Where indicated in the bid documents, Bidder shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may

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be imposed in fulfilling the terms of CONTRACT. The percentage discount shall remain firm for the duration of CONTRACT but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. The price list(s) which is submitted with the bid must be current and in effect at the time of the bid opening. If more than one column of pricing is published, Bidder shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions or new requirements emerge, DISTRICT may use the discount to either clarify said discrepancies or utilize it for determining the basis of award.

**20.0 DISCOUNT TERMS OF PAYMENT:**

20.1 Terms of payment, as listed on the **Bid Form (Pricing Sheet) (Exhibit VI)**, shall be defined as the amount of discount offered by Bidder to DISTRICT if payment is made within a specified time frame.

20.1.1 Examples:

20.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.

20.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

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

20.1.5 No payment discount is offered, and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

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

**21.0 ADDITIONAL BIDS:**

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

**22.0 DEVIATIONS TO TERMS AND CONDITIONS:**

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

**23.0 DURATION OF OFFER:**

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

**24.0 RESERVED:**

**25.0 BIDDER'S REPRESENTATION:**

25.1 **Each Bidder by submitting their Bid represents that:**

25.1.1 Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.

25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.

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- 25.1.3 Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the Addendum Acknowledgement Form (Exhibit II) provided within this ITB document. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

**26.0 SUBMISSION OF BIDS:**

- 26.1 All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the ITB number and description as referenced on page one (1) of this ITB document. Bidders are requested to submit one (1) Original signed hard copy and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid Packet are referenced within the **Minimum Bid Packet Content Requirements within Section "F"** of this ITB document. No responsibility will attach to DISTRICT, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.
- 26.2 All Bids shall be delivered and/or mailed to the following address prior to the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum:
- 26.2.1 Clark County Water Reclamation District  
Attn: Douglas Moore  
Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122
- 26.3 Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid.
- 26.4 Any bids submitted via a third-party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt. Every attempt should be made by bidders to ensure that the courier's packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open the submitted bid.
- 26.5 Bidders and other interested parties are invited to attend the bid opening.

**27.0 COST TO PREPARE AND SUBMIT RESPONSE:**

- 27.1 All costs incurred in the preparation and submission of responses to this ITB shall be the responsibility of the Bidder.

**28.0 WITHDRAWAL OF BID:**

- 28.1 Before Bid Opening
- 28.1.1 Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the "Designated Contact Person" referenced on page one (1) of this ITB document, in writing, or a bid release form has been properly completed and submitted to the Procurement Solutions Section. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.
- 28.2 After the Bid Opening



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- 28.2.1 All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsive if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

**29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:**

- 29.1 All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. DISTRICT has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT, but these offers will not be part of the determination for award of this bid unless otherwise specified.

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

**30.0 REJECTION OF BID:**

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

**31.0 DISQUALIFICATION OF BIDDERS:**

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

31.1.1 Failure to use the specified Bid Form furnished by DISTRICT.

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

**32.0 TIE-BIDS:**

- 32.1 A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and DISTRICT can justify awarding to Bidder with the lowest responsive and responsible bid.

- 32.2 The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause (Provision 34.0) within the Uniform Instruction to Bidders, Section "B". When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

**33.0 PROTESTS:**

- 33.1 Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

### **SOLICITATION NO. ITB-190032**

CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Administrator, within five (5) business days after the Notice of Intent to award a contract is issued by the District or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT is not required to consider protests unless this procedure is followed.

33.2 Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to DISTRICT who shall hold the bond or other security until a determination is made on the protest. A bond posted, or other security submitted with the protest must be in an amount equal to the lesser of:

33.2.1 25% of the total value of the bid submitted by Bidder filing the notice of protest; or

33.2.2 \$250,000

33.3 The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BOT makes a determination on the protest.

33.4 A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.

33.5 Neither the BOT nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

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

#### **34.0 METHOD OF AWARD:**

34.1 Award will be made to the lowest responsive and responsible Bidder in aggregate, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by DISTRICT. Award of bid may require BOT approval. Bidders must bid on all items to be considered responsive. If a Bidder selects a "No Bid" option on any of the items specified within a specific line item, their bid will be deemed non-responsive.

#### **35.0 NOTICE OF AWARD:**

35.1 Award of this bid will be by the issuance of a purchase order. CONTRACT shall include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

#### **36.0 AUTHORIZED REPRESENTATIVE:**

36.1 The individual signing the Official Bid Offer and Acceptance Form (Exhibit I) provided within this ITB document, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in

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matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

**37.0 INITIAL TERM:**

37.1 The initial term of CONTRACT shall be from date of award for a period of one (1) year.

**38.0 CONTRACT RENEWAL:**

38.1 Upon expiration of the Initial Term, and so long as the DISTRICT appropriates funds to this CONTRACT, the CONTRACT will be automatically renewed for four successive one-year terms under the same terms and conditions. If the DISTRICT'S User Department elects not to renew this CONTRACT, the DISTRICT Purchasing Administrator or designee shall notify Successful Bidder in writing of non-renewal at least 30 days before the expiration of the then current term.

**39.0 CONTRACT EXTENSION:**

39.1 DISTRICT reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason, as long as the total contract term does not exceed a period of five (5) years. The current contract pricing shall remain in effect through the contract extension period.

39.2 The extension must be in writing from the DISTRICT but does not require amendment of this CONTRACT.

**40.0 INSURANCE:**

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

40.2 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an **Affidavit (Only Required for Sole Proprietor) Attachment "B"** of this ITB document, indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

40.4 SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this ITB document, to be incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment "A"** of this ITB document. All Bidders shall include the cost of the insurance coverages in their bid price(s).

**41.0 FAILURE TO MAINTAIN COVERAGE:**

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

**42.0 ADDITIONS & DELETIONS:**

## **SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)**

### **SOLICITATION NO. ITB-190032**

- 42.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL BIDDER, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Bid Form (Pricing Sheet) (Exhibit VI)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the Successful Bidder's normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the ITB's intent if such rates are found to be fair and reasonable.

#### **43.0 PRICE ADJUSTMENT REQUESTS:**

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

- 43.2 ☐ Suitable Proof:

- 43.2.1 The SUCCESSFUL BIDDER must submit suitable proof for their price adjustment request. Suitable proof may consist of Bureau of Labor Statistics Chemical and Allied Products Index (PPI) - Series ID No.WPU061, Letter from Manufacturer/ Distributor, and or other data that can be independently verified. The following Producer Price Indices (PPI) should be referenced in the SUCCESSFUL BIDDER's request:

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

- 43.2.3 The DISTRICT shall receive the benefit of a price decrease to any line item at any time during the initial first year term and for any subsequent term(s) if the decrease exceeds (3) three percent of Contract price. If, at the point of exercising the price adjustment provision, suitable proof, as defined above, shows that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to DISTRICT in their price adjustment request, DISTRICT reserves the right to place SUCCESSFUL BIDDER in default, terminate Contract, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

- 43.2.4 Should drastic market conditions occur which dictate a significant price adjustment of any line item(s) during the term of Contract, DISTRICT may consider these adjustments in addition to the allowed annual adjustment, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to DISTRICT requesting permission and explaining in detail the unforeseen circumstances predating the request to adjust pricing. Suitable proof shall be required as defined above. General industry correspondence with regards to market conditions are not suitable proof.

#### **44.0 STOCKS AND WAREHOUSE FACILITIES:**

- 44.1 In order to receive bid award consideration, the BIDDER shall maintain sufficient stock(s) to fulfill normal DISTRICT requirements as set forth herein. BIDDER must demonstrate that he/she is able to secure all required product within a 24-hour period and demonstrate access to sufficient production capacity to provide uninterrupted supply of requested good(s) during periods of peak usage.

- 44.2 An inspection/site visit may be made by the DISTRICT to determine whether BIDDER actually has access to sufficient capacity and stock.

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44.2.1 Adequate stock inventory and production capacity shall be considered a responsible factor in determining award. Adequate is defined as having, in stock, a storage capacity of two (2) weeks supply of requested good(s) for the locations supplied.

44.3 BIDDER must be able to demonstrate he/she is able to secure all required product within a 48-hour period.

**45.0 PRE-PERFORMANCE CONFERENCE:**

45.1 Subsequent to contract award, the SUCCESSFUL BIDDER shall be required to attend a pre-performance conference. The DISTRICT's assigned representative or designee will host the pre-performance conference. The purpose of the pre-performance conference is for the SUCCESSFUL BIDDER to introduce his/her assigned Account Representative to the DISTRICT staff and for DISTRICT staff to introduce the primary contract representatives of the DISTRICT.

45.2 Items to be addressed at the conference shall include, but are not limited to, the following:

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure SUCCESSFUL BIDDER can meet all the specified requirements of the CONTRACT.

**46.0 STATE OF NEVADA LEGAL HOLIDAYS:**

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

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Independence Day

46.1.5 Labor Day

46.1.6 Nevada Admission Day

46.1.7 Veteran's Day

46.1.8 Thanksgiving Day and the Friday After

46.1.9 Christmas Day

46.1.10 New Year's Day

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

<p style="text-align: center;"><b>SECTION C - GENERAL TERMS AND CONDITIONS</b> <b>SOLICITATION NO.: ITB-190032</b></p>
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**1.0     ASSIGNMENT OF CONTRACTUAL RIGHTS:**

- 1.1     SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of DISTRICT and any sureties.

**2.0     AUDITS:**

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

**3.0     AUTHORITY:**

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

**4.0     BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:**

- 4.1     Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to Bidder and may not be considered for award.

**5.0     CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:**

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

**6.0     COLLUSION AND ADVANCE DISCLOSURES:**

- 6.1     Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.
- 6.2     Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

**7.0     CONSUMPTION ESTIMATES:**

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

**8.0     CONTRACT AMENDMENTS:**

## **SECTION C - GENERAL TERMS AND CONDITIONS**

### **SOLICITATION NO.: ITB-190032**

- 8.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the Purchasing Administrator or their designee.
- 9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:**
- 9.1 Any Bidder recommended for award of CONTRACT by the BOT is required to provide the information on the **Disclosure of Ownership/Principals Form (Exhibit VII)** provided within this ITB document. The **Disclosure of Ownership/Principals Form (Exhibit VII)** shall be submitted with the Bidders Bid Packet. Failure to fill out and submit the subject form by Bidders may be cause for rejection of the bid.
- 10.0 DRUG-FREE WORKPLACE:**
- 10.1 SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:**
- 11.1 In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.
- 12.0 FEDERAL, STATE, LOCAL LAWS:**
- 12.1 All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.
- 13.0 FISCAL FUNDING OUT:**
- 13.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.
- 14.0 FORCE MAJEURE:**
- 14.1 SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide DISTRICT satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
- 15.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:**
- 15.1 CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.
- 16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:**
- 16.1 The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as

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though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- 16.1.1 Amendment(s)
- 16.1.2 General Terms and Conditions
- 16.1.3 Addenda
- 16.1.4 Uniform Instructions to Bidders
- 16.1.5 Federal Requirements (If Applicable)
- 16.1.6 Special Terms and Conditions
- 16.1.7 Technical Specifications/Scope of Work

#### **17.0 INDEMNITY:**

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

#### **18.0 INVOICING:**

- 18.1 Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.
- 18.2 All invoices should include the following information:
  - 18.2.1 Company Name
  - 18.2.2 Complete Address (including street, city, state, and zip code)
  - 18.2.3 Telephone Number
  - 18.2.4 Contact Person
  - 18.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)
  - 18.2.6 DISTRICT Purchase Order Number
  - 18.2.7 Company's Tax Identification Number
  - 18.2.8 Bid Number
  - 18.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)
  - 18.2.10 Percentage Discounts/ Payment Terms (if offered)



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18.2.11 Company's Invoice Number

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

**19.0 INVOICE AUDITS:**

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

**20.0 NON-DISCRIMINATION:**

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

**21.0 NON-ENDORSEMENT:**

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

**22.0 OUT OF STATE SUPPLIERS:**

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

**23.0 PARTIAL PAYMENTS:**

- 23.1 Partial payment requests will be accepted only at the sole discretion of DISTRICT.

**24.0 PATENT INDEMNITY:**

- 24.1 SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by DISTRICT, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by DISTRICT; provided that DISTRICT or its construction manager shall have notified

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SUCCESSFUL BIDDER upon becoming aware of such claims or actions and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

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

#### **25.0 PUBLIC RECORDS:**

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

#### **26.0 PURCHASE ORDERS:**

- 26.1 The Procurement Solutions Section will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

#### **27.0 RIGHT OF INSPECTION AND REJECTION:**

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

#### **28.0 SEVERABILITY:**

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

#### **29.0 SUBCONTRACTS:**

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

#### **30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:**

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

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**31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:**

- 31.1 DISTRICT may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine.
- 31.2 In the event DISTRICT suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.
- 31.3 No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

**32.0 TAXES:**

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

**33.0 TERMINATION FOR CONVENIENCE:**

- 33.1 DISTRICT reserves the right to terminate CONTRACT in whole or part at any time whenever DISTRICT shall determine that such a termination is in the best interest of DISTRICT without penalty or recourse upon thirty (30) calendar day's written notice of intent to terminate.

**34.0 TERMINATION FOR CAUSE:**

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

**35.0 TITLE AND RISK OF LOSS:**

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

**36.0 USE BY OTHER GOVERNMENT ENTITIES:**

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

**37.0 WARRANTY:**

- 37.1 SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective

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equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

#### **38.0 ISRAEL BOYCOTT DISCLAIMER:**

- 38.1 In accordance with NRS 332.065, by executing this Agreement, the SUCCESSFUL BIDDER certifies that it is not currently engaged in, and for the duration of the Term will not to engage in, a boycott of Israel.

#### **39.0 DATA PRIVACY AND SECURITY:**

- 39.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.
- 39.2 SUCCESSFUL BIDDER shall comply with Nevada's data security laws and with the terms and conditions set forth in this CONTRACT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.
- 39.3 At least annually, SUCCESSFUL BIDDER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.
- 39.4 SUCCESSFUL BIDDER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this CONTRACT.
- 39.5 SUCCESSFUL BIDDER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUCCESSFUL BIDDER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.

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**1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:**

- 1.1 Apparent low Bidder shall furnish the following information and documents within ten (10) business days of DISTRICT'S request:
  - 1.1.1 SUCCESSFUL BIDDER shall designate an Account Representative to assist the DISTRICT with its request and to provide contract oversight. Provide name, phone number, e-mail address of Account Representative. Should another Account Representative be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify DISTRICT, in writing, within ten (10) calendar days of the change;
  - 1.1.2 SUCCESSFUL BIDDER shall provide a copy of its current Insurance Certificate that is in accordance to the Insurance Requirements as set forth within this ITB, Section B - Uniform Instructions to Bidders;
  - 1.1.3 SUCCESSFUL BIDDER shall provide certified chemical analysis performed on a representative sample of the represented chemical produced per guidelines outlined within Section E-Specifications/Scope of Work.;
  - 1.1.4 SUCCESSFUL BIDDER shall provide the name, phone number, e-mail address and physical address of the local facility and/or its authorized representative;
  - 1.1.5 SUCCESSFUL BIDDER shall provide a copy of the product's printed specifications advertising literature or catalogs as specified;
  - 1.1.6 SUCCESSFUL BIDDER shall provide a copy of the product's current price list(s).
  - 1.1.7 SUCCESSFUL BIDDER shall provide a proof of authorized representative who can bind contract (i.e. copy of corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority).

**2.0 ENGLISH SPEAKING REPRESENTATIVE:**

- 2.1 DISTRICT requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

**3.0 CONTRACT PERFORMANCE EVALUATION:**

- 3.1 If the DISTRICT has ample/sufficient past performance documentation/justification and/or if the DISTRICT is required to conduct a new solicitation solely due to SUCCESSFUL BIDDER routine poor performance, whose CONTRACT was not terminated by cause, convenience and/or which the optional years were not exercised; the DISTRICT may reject any new bids/offers from the incumbent BIDDER, due to being non-responsible on the previous CONTRACT.

**4.0 LOCATION AND HOURS:**

- 4.1 Deliveries shall be made to the Flamingo Water Resource Center, Warehouse location at 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 4:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.
- 4.2 Deliveries shall be made to the Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 2:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.

**5.0 F.O.B. DESTINATION - FREIGHT PRE-PAID:**

- 5.1 SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to DISTRICT'S destination(s). All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

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**6.0 FAILURE TO DELIVER:**

- 6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

**7.0 DAMAGED OR DEFECTIVE PRODUCTS:**

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

**8.0 SUPPLIER'S STOCK:**

- 8.1 SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

**9.0 SAFETY REQUIREMENTS:**

- 9.1 The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of delivery of requested goods is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations and District Safety procedures. DISTRICT will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to DISTRICT'S designated representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to DISTRICT.

**10.0 PERFORMANCE REQUIREMENTS:**

- 10.1 DISTRICT considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, DISTRICT is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify DISTRICT and make recommendations to bring the non-compliant issue/concern up to standard. Furthermore, the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

**11.0 FIELD ENGINEERING/TECHNICAL EXPERT SERVICES:**

- 11.1 Should the product fail to operate properly upon inception, the SUCCESSFUL BIDDER shall provide the services of a field engineer/technical expert, as needed. This service shall be furnished by the SUCCESSFUL BIDDER at no additional cost to DISTRICT.

**12.0 TRAINING:**

- 12.1 DISTRICT may periodically require SUCCESSFUL BIDDER to provide formal training and safety sessions to the DISTRICT'S assigned personnel at "NO COST" to the DISTRICT. Training shall be provided to DISTRICT'S personnel by qualified Trainer and/or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product.
- 12.2 Such Safety sessions are to consist of the following:
- 12.3 A videotape, DVD, filmstrip, slide presentation, online/learning management information system and/or live trainer presentation on the general safe handling of the requested good(s).
- 12.4 Coverage in such presentation shall consist of the general characteristics and behavior of requested good(s).

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12.5 The training shall take place at a location designated by DISTRICT'S Designated Representative.

**13.0 INVOICING REQUIREMENT:**

13.1 This Bid may represent the requirements from numerous DISTRICT departments. Each user department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and/or services are required and list the location where associated invoices shall be sent.

13.2 SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, DISTRICT is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

**14.0 DISPUTES:**

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

**15.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:**

15.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **\$1000.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

**16.0 RESERVED:**

**17.0 AIR POLLUTION:**

17.1 SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

**18.0 CLEANING UP:**

18.1 The SUCCESSFUL BIDDER shall make certain that the delivery trucks ARE NOT washed out within the DISTRICT'S property. The SUCCESSFUL BIDDER will be responsible for any spillage caused by accident and/or negligence.

**19.0 MATERIAL SAFETY DATA SHEETS (MSDS):**

19.1 Prior to delivery and/or upon request by the DISTRICT, the SUCCESSFUL BIDDER shall provide the DISTRICT with current MSDS for all hazardous materials and products procured under this contract.

19.1.1 A copy of the most current MSDS Report for the chemical being delivered.

19.1.2 National Sanitation Foundation certification for the quoted chemical.

19.1.3 Chemical certificate of analysis for the chemical being delivered.

19.1.4 SUCCESSFUL BIDDER must supply a copy of the MSDS when the test product arrives on property.

## **SECTION D - SPECIAL TERMS AND CONDITIONS**

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#### **20.0 VERIFICATION AND REQUIREMENTS:**

- 20.1 The SUCCESSFUL BIDDER understands and acknowledges that the participating agencies provide service essential to the health, welfare and well-being of the public. Failure of the SUCCESSFUL BIDDER to provide contracted goods may jeopardize the DISTRICT'S ability to provide timely services, which may affect the health, welfare and well-being of the public served by the DISTRICT.
- 20.2 In the event of product shortages at any level of production to delivery chain, SUCCESSFUL BIDDER agrees and affirms that the DISTRICT will be given the "earliest possible notice" and the "highest priority" for allocation of the goods listed herein. To the extent the SUCCESSFUL BIDDER must prioritize and/or allocate delivery among its customers, the requirements of the DISTRICT under this agreement will be honored before requested goods are provided to any other customer(s) with no such obligations.

#### **21.0 DELIVERY:**

- 21.1 SUCCESSFUL BIDDER shall email DISTRICT Designated Representative when order is ready to ship; DISTRICT shall provide SUCCESSFUL BIDDER with the Designated Representative(s) contact information (i.e. e-mail, telephone, mobile and fax numbers) at scheduled Pre-Performance Conference.
- 21.2 All deliveries must be onsite at the DISTRICT to unload no earlier than 6:00 AM and no later than 3:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.
- 21.3 The SUCCESSFUL BIDDER shall comply with all regulations for truck unloading as established by the US Department of Transportation, as well as any State, Local and DISTRICT requirements. Chemical containers supplied by the SUCCESSFUL BIDDER shall be the sole responsibility of the SUCCESSFUL BIDDER at all times and in any circumstance. The DISTRICT will not pay demurrage of other charges unless the SUCCESSFUL BIDDER leaves the container beyond the delivery date. The control number shall be provided to the DISTRICT Designated Representative at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the DISTRICT may be cause for refusal of the delivery.
- 21.4 All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
- 21.4.1 Company Name
- 21.4.2 Purchase Order and/or Call Order Number (release number)
- 21.4.3 Date of Delivery and Date of Order
- 21.4.4 Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the Contract
- 21.4.5 Name of authorized representative ordering supplies
- 21.5 The SUCCESSFUL BIDDERS delivery ticket will be signed in duplicate by the SUCCESSFUL BIDDERS Designated Representative. One copy will be given to the DISTRICT'S Designated Representative who signs for the delivery and a second copy will be retained by the SUCCESSFUL BIDDER. If required by the DISTRICT, the SUCCESSFUL BIDDER will call/e-mail the DISTRICT'S Designated Representative prior to delivery.
- 21.6 The DISTRICT has the right to refuse delivery if requested good(s) is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

#### **22.0 EQUIPMENT/MATERIAL AND SALARY RECOVERY:**

- 22.1 SUCCESSFUL BIDDER shall be required to reimburse the DISTRICT via credit memo or a reduced invoice amount(s) for allowable cost, whereby DISTRICT personnel and/or equipment was utilized to assist SUCCESSFUL BIDDER in accomplishing any tasks as stipulated within SECTION E – SPECIFICATIONS/SCOPE OF WORK. DISTRICT personnel shall generate a Time(labor)/Equipment/Material "Work Breakdown Summary (WBS)", which adequately documents the amount of time DISTRICT personnel (hourly rate(s)) spent assisting the SUCCESSFUL BIDDER in completing the specified task(s). Moreover, for all DISTRICT equipment/materials used in performing a specified task(s) the DISTRICT shall describe in detail as



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these costs shall be recouped based upon applicable market rate(s). The DISTRICT shall be required to provide the SUCCESSFUL BIDDER with a copy of the WBS within three (3) business days upon completion of the specified task(s).

- 22.2 SUCCESSFUL BIDDER shall provide DISTRICT with a credit memo or a reduced invoice amount(s) within thirty (30) days of receipt of WBS from the DISTRICT. All credit memo(s) shall reference DISTRICT CONTRACT/PO number and DISTRICT issued WBS documentation shall be attached.
- 22.3 Any DISTRICT issued WBS outside the period of performance of the specified task(s) are not allowable.
- 22.4 A WBS is only considered reasonable if the SUCCESSFUL BIDDER failed to provide adequate resources, equipment or materials required to complete the specified task(s) under normal circumstances.

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**1.0 INTENT:**

- 1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite), which are utilized by the DISTRICT to support its ongoing operational needs. Therefore, EXHIBIT VI (Bid Form Pricing Sheet) will be evaluated on the overall bid price and discounted rates per LOT. For consistency in the evaluation of the bid submittals, each prospective bidder shall complete the example bid items within each LOT(s) of interest within EXHIBIT VI (Bid Form Pricing Sheet). Availability and local field technical support are highly valued, depending on the example items and general complexities of its use and replenishment requirements which may require specific support services.
- 1.2 In order to assure that any ensuing contracts will allow the DISTRICT to fulfill current and future requirements, the DISTRICT reserves the right to award contracts to multiple Suppliers based upon the lowest bid per each LOT. The actual utilization of any contract will be at the sole discretion of the DISTRICT. The fact that the DISTRICT may make multiple awards should be taken into consideration by each prospective bidder.
- 1.3 The SUCCESSFUL BIDDER shall comply with all applicable Federal, State and local government laws and regulations concerning emission control, spill control, hazardous material control and safety standards in effect at the time of delivery to the DISTRICT.
- 1.4 These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the prospective bidder.
- 1.5 The DISTRICT reserves the right to allow other governmental agencies within the region (i.e. City of Las Vegas, Las Vegas Valley Water District, City of Henderson and the City of North Las Vegas) may join and utilize this contract. Moreover, the joining agency may require the SUCCESSFUL BIDDER to provide chemicals within totes.

**2.0 SCOPE OF WORK:**

- 2.1 The SUCCESSFUL BIDDER shall provide Wastewater Treatment Chemicals to the DISTRICT. The DISTRICT seeks Suppliers who can anticipate the needs and requirements of the DISTRICT; demonstrate the knowledge of all applicable industry standards, laws and/or regulations; and possess the willingness and ability to distribute, market to and service the DISTRICT.
- 2.2 The SUCCESSFUL BIDDER shall be responsible for providing 1) an authorized Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by DISTRICT and/or participating Government Agency.
- 2.3 SUCCESSFUL BIDDER shall be named as an Authorized Distributor of Record (ADR) by the manufacturer and shall provide such record upon request by DISTRICT.

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**23.0 LOT 5 - GENERAL REQUIREMENTS FOR SODIUM HYDROXIDE:**

- 23.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hydroxide meet the all requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hydroxide transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 23.2 Prospective Bidder(s) shall bid unit and extended costs in \$/lb of Na<sub>2</sub>O (76% basis).
- 23.3 The SUCCESSFUL BIDDER shall bill by weight of Na<sub>2</sub>O (76% basis) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the weight of Na<sub>2</sub>O (76% basis) delivered in each shipment, and the extended cost of each shipment as follows:
- 23.3.1  $\text{Wt. of Na}_2\text{O in shipment} = (\text{shipment wt., in lb})(\text{Na}_2\text{O, in \% by wt.})$
- 23.3.2  $\text{Wt. of Na}_2\text{O (76\% basis) in shipment} = (\text{wt. of Na}_2\text{O in shipment})/0.76$
- 23.3.3  $\text{Cost of ship., in \$} = [\text{wt. of Na}_2\text{O (76\% basis) in ship., in lb}][\text{cost of Na}_2\text{O, in \$/lb of Na}_2\text{O (76\% basis)}]$
- 23.3.4 Note: Na<sub>2</sub>O shall be determined as described in latest revision of the American Water Works Association's Standard ANSI/AWWA B501, Sodium Hydroxide.
- 23.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
- 23.4.1 Date of delivery
- 23.4.2 The weight of product (solution) delivered in pounds
- 23.4.3 The weight percent of Na<sub>2</sub>O in the solution delivered
- 23.4.4 Calculation of the weight of Na<sub>2</sub>O delivered
- 23.4.5 Calculation of the weight of Na<sub>2</sub>O (76% basis) delivered
- 23.4.6 Calculation of the cost of the shipment, in dollars
- 23.4.7 Calculation of the weight percent of NaOH in the solution delivered

**24.0 COMPLIANCE WITH STANDARDS:**

- 24.1 The Liquid Sodium Hydroxide shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B501, Sodium Hydroxide, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B501 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.
- 24.2 The Liquid Sodium Hydroxide shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3<sup>rd</sup> party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award. The SUCCESSFUL BIDDER shall supply evidence of this certification throughout the term of the contract.
- 24.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hydroxide is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hydroxide contract for breach.
- 24.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

**25.0 CHEMICAL COMPOSITION/IMPURITIES:**

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-190032

- 25.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hydroxide that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- 25.2 The Liquid Sodium Hydroxide provided shall contain approximately 22 percent sodium hydroxide (NaOH) by weight. The acceptable range of concentrations supplied will be 20 - 25 percent sodium hydroxide by weight. The following data are applicable:

	NaOH, in % by wt.	Na <sub>2</sub> O, in % by wt.	Specific Gravity at 20 °C
25.2.1 Minimum	20	15.5	1.219
25.2.2 Target	22	17.0	1.240
25.2.3 Maximum	25	19.4	1.273

- 25.3 The Liquid Sodium Hydroxide shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.
- 25.4 The Liquid Sodium Hydroxide shall not contain any impurity in sufficient quantities that causes or may cause, by the DISTRICT'S normal usage of Liquid Sodium Hydroxide, to violate any existing DISTRICT 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 Sodium Hydroxide supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.
- 25.5 The Liquid Sodium Hydroxide supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.
- 25.6 The DISTRICT reserves the right to add specific impurity listings and maximum impurity levels as required to meet all permit limits and water quality standards.
- 25.7 Any water used to make up the Liquid Sodium Hydroxide must contain less than 20 µg of perchlorate/L.

#### **26.0 DELIVERY DOCUMENTS:**

- 26.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
- 26.1.1 Date of delivery,
- 26.1.2 Bill of Lading/Weigh Slip Number
- 26.1.3 Gross weight of delivery vehicle and Liquid Sodium Hydroxide in pounds,
- 26.1.4 Tare weight of delivery vehicle in pounds, and
- 26.1.5 Net weight of Liquid Sodium Hydroxide in the delivery vehicle in pounds.
- 26.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT'S Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:
- 26.2.1 Production lot or batch number
- 26.2.2 Specific gravity, at 20 °C

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26.2.3 Na<sub>2</sub>O, in %, by weight, determined as described in ANSI/AWWA Standard B501

26.2.4 NaOH, in % by weight, calculated from % Na<sub>2</sub>O

26.2.5 Date of Certificate

26.2.6 Note: NaOH, in % by wt. = (1.291 lb NaOH/lb Na<sub>2</sub>O)(Na<sub>2</sub>O, in % by wt.)

26.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

26.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.

**27.0 DELIVERY LOGISTICS:**

27.1 Tanker truck deliveries of Liquid Sodium Hydroxide shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hydroxide. The DISTRICTS current delivery schedule is approximately: One truck/tanker every six months, which equates to approximately 2 loads per year.

27.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hydroxide to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.

27.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

27.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.

27.5 The SUCCESSFUL BIDDER shall make any necessary dilutions at external sites to ensure that a homogeneous, well-mixed product is delivered to the DISTRICT.

27.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hydroxide delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hydroxide delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hydroxide in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hydroxide from the delivery vehicle to the DISTRICT'S storage tanks/vessels.

27.7 The Liquid Sodium Hydroxide 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.

27.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hydroxide shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.

27.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hydroxide in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.

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- 27.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 27.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Liquid Sodium Hydroxide is delivered.
- 27.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hydroxide to determine if the Liquid Sodium Hydroxide meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 27.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hydroxide, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hydroxide within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hydroxide and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.
- 27.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 27.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hydroxide to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 27.15 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

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## **SECTION E – SPECIFICATIONS/SCOPE OF WORK**

### **SOLICITATION NO.: ITB-190032**

#### **28.0 LOT 6 - GENERAL REQUIREMENTS FOR SODIUM HYPOCHLORITE**

- 28.1 The SUCCESSFUL BIDDER shall ensure all loads of Liquid Sodium Hypochlorite meet the requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the SUCCESSFUL BIDDER into the DISTRICT'S storage tanks/vessels.
- 28.2 Prospective Bidder(s) shall bid unit cost in \$/gallon.
- 28.3 The SUCCESSFUL BIDDER shall bill by the gallon weight of NaOCl (dry) delivered in pounds. The SUCCESSFUL BIDDER shall calculate the volume weight of NaOCl (dry) (gallons) delivered in each shipment, and the extended cost of each shipment is as follows:
- 28.3.1  $\text{Vol. of Liq. Sod. Hypo., in gal} = (\text{wt. of Liq. Sod. Hypo., in lb}) / (\text{density of the Liq. Sod. Hypo., in lb/gal})$
- 28.3.2  $\text{Cost of shipment, in \$} = (\text{vol. Liq. Sod. Hypo. in ship., in gal})(\text{unit cost of Liq. Sod. Hypo., in \$/gal})$   
 $\text{wt. of NaOCl in ship., in lb} = (\text{wt. of Liq. Sodium Hypo. in ship., in lb})(\text{NaOCl conc., in \% by wt.})$
- 28.3.3  $\text{Cost of shipment, in \$} = (\text{wt. of NaOCl in shipment, in lb})(\text{unit cost of NaOCl, in \$/lb of NaOCl})$
- 28.4 The SUCCESSFUL BIDDER shall submit invoices to the DISTRICT for each delivery that include the following:
- 28.4.1 Date of delivery
- 28.4.2 Bill of lading number, or other mechanism to definitively link the invoice to a delivery
- 28.4.3 The weight of liquid sodium hypochlorite delivered in pounds.
- 28.4.4 Calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCl in the liquid sodium hypochlorite delivered).
- 28.4.5 Calculation of the cost of the shipment in pounds.

#### **29.0 COMPLIANCE WITH STANDARDS:**

- 29.1 The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- 29.2 The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3<sup>rd</sup> party certification organization. The Prospective Bidders shall provide evidence of this certification prior to award.
- 29.3 If ANSI/NSF Standard 60 certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the SUCCESSFUL BIDDER shall inform the DISTRICT within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- 29.4 All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

#### **30.0 CHEMICAL COMPOSITION/IMPURITIES:**

- 30.1 During the life of the contract, the SUCCESSFUL BIDDER shall notify the DISTRICT of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. In particular the manufacturing processes or materials impacting the concentration of impurities.
- 30.2 The Liquid Sodium Hypochlorite shall be clear.

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

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30.3 The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

30.3.1	Parameter	Minimum
30.3.2	g of available chlorine/L	143 g/L
30.3.3	available chlorine trade (volume) percent	14.3%
30.3.4	available chlorine weight percent	11.9%
30.3.5	g sodium hypochlorite/L,	150 g/L
30.3.6	sodium hypochlorite weight percent	12.5%

30.4 The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

30.4.1	Parameter	Condition
30.4.2	total free alkali, expressed as NaOH, by weight	maximum 1.5% wt.
30.4.3	pH, in pH units	11 to 13
30.4.4	specific gravity, at 20 °C (report only)	1.18 to 1.23

Note: Free alkali, excess caustic, and free alkalinity are synonyms.

30.5 The Liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the DISTRICT'S equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the DISTRICT'S tanks/vessels. The SUCCESSFUL BIDDER shall reimburse the DISTRICT for any damages or costs incurred from any foreign material or impurity.

30.6 The Liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, the DISTRICT'S normal usage of the Liquid Sodium Hypochlorite 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 directly attribute to the Liquid Sodium Hypochlorite supplied, the SUCCESSFUL BIDDER shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the DISTRICT.

30.7 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

30.8 Notwithstanding any other requirements of this specification, impurities in the Liquid Sodium Hypochlorite shall be limited as follows:

30.8.1	<u>Impurity</u>	<u>Maximum Concentration in mg/L</u>	<u>Maximum Reporting Detection Limit in mg/L</u>
30.8.2	total antimony	25	5
30.8.3	total arsenic	20	4
30.8.4	total barium	350	70
30.8.5	total beryllium	20	4
30.8.6	total boron	25	5
30.8.7	total cadmium	0.5	0.1
30.8.8	total chromium	5	1
30.8.9	total cobalt	0.25	0.10
30.8.10	total copper	0.1	0.05
30.8.11	total iron	1	0.2
30.8.12	total lead	0.5	0.1
30.8.13	total manganese	0.75	0.15
30.8.14	total mercury	0.01	0.002
30.8.15	total molybdenum	1	0.2
30.8.16	total nickel	0.25	0.1
30.8.17	total selenium	1	0.2
30.8.18	total silver	2.5	0.5



## SECTION E – SPECIFICATIONS/SCOPE OF WORK

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30.8.19	total thallium	2.5	0.5
30.8.20	total zinc	10	2

30.9 Note: The maximum concentrations for metals were calculated from the expected quantity to be used at the DISTRICT for disinfection and water quality standards in the Clark County Wash. The maximum concentrations for iron, nickel, cobalt, copper, and manganese were lowered from the calculated values because of the effect of these metals on the stability of hypochlorite solutions.

30.9.1	Impurity	Maximum Concentration	Maximum Reporting Detection Limit
30.9.2	chlorate	3 g/L	1 g/L
30.9.3	water-insoluble matter	0.15%, by wt.	0.05%, by wt.

30.10 The DISTRICT 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.

30.11 Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 µg of perchlorate/L.

30.12 Before the initial delivery, the SUCCESSFUL BIDDER shall sample the Liquid Sodium Hypochlorite 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 DISTRICT.

30.12.1 Production lot number,

30.12.2 Date of manufacture,

30.12.3 Sodium hypochlorite, in % NaOCl, by weight

30.12.4 Total free alkali (excess caustic), expressed as NaOH, in %, by weight

30.12.5 pH, in pH units

30.12.6 Specific gravity, at 20 °C

30.12.7 All of the impurities cited in Item I above, and

30.12.8 Dates of analyses

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

30.14 The SUCCESSFUL BIDDER shall supply the DISTRICT 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 BIDDER, certifying that the sample supplied to the laboratory was unaltered and represents the Liquid Sodium Hypochlorite (to be) delivered to the DISTRICT. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 µg perchlorate/L. The DISTRICT may use analytical data generated by the SUCCESSFUL BIDDER 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.

30.15 The SUCCESSFUL BIDDER 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 Sodium Hypochlorite 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. The SUCCESSFUL BIDDER shall submit each calendar quarter's report to the DISTRICT on or before the last day of that calendar quarter.

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30.16 The SUCCESSFUL BIDDER shall submit the report described above to:

Clark County Water Reclamation District  
Attn: TBD (DISTRICT Designated Representative)  
Liquid Sodium Hypochlorite Sample - Contract No. ITB-190032  
6000 E. Rochelle Avenue  
Las Vegas, NV 89122

The SUCCESSFUL BIDDER shall submit the initial report before the delivery of the first shipment. Failure of the SUCCESSFUL BIDDER to submit a complete report on time is sufficient cause to constitute breach of contract.

30.17 The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the DISTRICT'S storage tanks/vessels.

**31.0 DELIVERY DOCUMENTS:**

31.1 The SUCCESSFUL BIDDER shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

31.1.1 Date of delivery,

31.1.2 Bill of Lading/Weigh Slip Number

31.1.3 Gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,

31.1.4 Tare weight of delivery vehicle in pounds, and

31.1.5 Net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds.

31.1.6 Number of gallons

31.2 The SUCCESSFUL BIDDER shall submit a Certificate of Analysis or Conformance to the DISTRICT with each delivery. The SUCCESSFUL BIDDER shall present the Certificate to the DISTRICT Designated Representative receiving the shipment. The Certificate shall contain the following lot-specific information:

31.2.1 Production lot number,

31.2.2 Date of manufacture,

31.2.3 Sodium hypochlorite, in % NaOCl, by weight

31.2.4 Total free alkali (excess caustic), expressed as NaOH, by weight

31.2.5 Specific gravity, at 20 °C

31.2.6 Temperature of the delivered Liquid Sodium Hypochlorite, in °F, and

31.2.7 Date of Certificate

31.3 Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

31.4 Prospective Bidder(s) shall include any charges for the Certificates in the bid price.

**32.0 DELIVERY LOGISTICS:**

## **SECTION E – SPECIFICATIONS/SCOPE OF WORK**

### **SOLICITATION NO.: ITB-190032**

- 32.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every nine days including weekends, which equates to approximately 55 loads per year.
- 32.1.1 Tanker truck deliveries of Liquid Sodium Hypochlorite shall be made to the DISTRICT'S Laughlin Water Resource Facility, 450 Bruce Woodbury, Laughlin, NV 89029. The District will provide tank readings as necessary and will maintain/monitor minimum levels of Liquid Sodium Hypochlorite. The DISTRICTS current delivery schedule is approximately: One truck/tanker every month, which equates to approximately 4167 gallons per load at 12 times per year.
- 32.2 The SUCCESSFUL BIDDER shall ship the Liquid Sodium Hypochlorite to the DISTRICT as a "bulk" liquid in a tanker truck and shall ensure all shipments comply with all US DOT regulations for marking.
- 32.3 Failure of the SUCCESSFUL BIDDER to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- 32.4 The SUCCESSFUL BIDDER is expected to comply with reasonable requests for emergency deliveries.
- 32.5 The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The SUCCESSFUL BIDDER shall measure the temperature of the product delivered just prior to, or during, transfer into the DISTRICT'S storage tanks/vessels. The SUCCESSFUL BIDDER shall hand write the measured temperature on the Certificate of Analysis or Conformance as within 31.2.6. The SUCCESSFUL BIDDER shall initial and date the recorded temperature.
- 32.6 The SUCCESSFUL BIDDER shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. It will be the DISTRICT'S expectations that the weight of the Liquid Sodium Hypochlorite delivered (transferred to the DISTRICT) is equal to the net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The SUCCESSFUL BIDDER shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the DISTRICT'S storage tanks/vessels.
- 32.7 The Liquid Sodium Hypochlorite 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.
- 32.8 The tanker truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a "quick connect" to connect with the fitting on silo hose furnished by the DISTRICT. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- 32.9 The tanker truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tanker trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The SUCCESSFUL BIDDER shall supply all transfer equipment. The SUCCESSFUL BIDDER shall not use the DISTRICT'S equipment. The transfer mechanics shall be such to allow the SUCCESSFUL BIDDER'S driver to complete the task alone under normal circumstances, without the aid of the DISTRICT. The SUCCESSFUL BIDDER'S driver must follow the instructions posted at the unloading station.
- 32.10 The SUCCESSFUL BIDDER driver must follow all the DISTRICT'S security procedures and requirements for personal protective equipment. The DISTRICT shall inform the SUCCESSFUL BIDDER of these procedures and requirements initially and shall communicate any changes throughout the term of the contract.
- 32.11 Before unloading, the SUCCESSFUL BIDDER driver shall notify the DISTRICT'S Designated Representative that a delivery has arrived on site. The SUCCESSFUL BIDDER driver shall present the Bill of Lading, Weigh Slips, the

## SECTION E – SPECIFICATIONS/SCOPE OF WORK

### SOLICITATION NO.: ITB-190032

Certificate, and any other applicable order/delivery documents to the DISTRICT'S Designated Representative. The DISTRICT 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.

- 32.12 The DISTRICT reserves the right to conduct a sample analysis of the Liquid Sodium Hypochlorite to determine if the Liquid Sodium Hypochlorite meets the DISTRICT'S specifications. The SUCCESSFUL BIDDER shall facilitate the sampling process, when asked. Failing to comply with the DISTRICT'S specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract.
- 32.12.1 If in the opinion of the DISTRICT, there is a necessity to remove non-conforming Liquid Sodium Hypochlorite, the SUCCESSFUL BIDDER shall remove and replace any and all non-conforming Liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the DISTRICT. Alternatively, the DISTRICT may remove the Liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER may not charge for delivered material the DISTRICT rejects.
- 32.13 All SUCCESSFUL BIDDER drivers and subcontractors will be subject to background checks at the sole cost of the SUCCESSFUL BIDDER.
- 32.14 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Liquid Sodium Hypochlorite to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.
- 32.15 FWRC delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.
- 32.15.1 Laughlin delivery times at the DISTRICT are between the hours of 6:00 AM – 2:00 PM, PST (Pacific Standard Time), Monday through Friday. The DISTRICT shall be given 24 hours' notice of required delivery date. NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.

### 33.0 QUANTITY:

- 33.1 The expected annual quantity of Liquid Sodium Hypochlorite, and average number of deliveries expected per month are indicated in table below.

33.1.1	Location	Expected Quantity, Gallons/yr	Expected Quantity, lb of sol./yr	Expected Quantity, lb of NaOCl/yr	Delivery Sites at location	Average Delivery Freq., Number/Month
33.1.2	FWRC	250000	2502000	312750	East Campus	4
33.1.3	LWRC	50000	500400	62550	Laughlin, NV	1

- 33.2 Notes: Calculations assuming specific gravity of 1.20 and 12.5% sodium hypochlorite by weight. This quantity is the DISTRICT'S best estimate of the expected annual usage. However, changes in the operation of the treatment plants could decrease or increase usage.

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**SECTION E – SPECIFICATIONS/SCOPE OF WORK**  
**SOLICITATION NO.: ITB-190032**

**34.0 SILENCE OF SPECIFICATIONS:**

- 34.1 The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and product of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The SUCCESSFUL BIDDER shall be an established supplier of the items bid.

**35.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:**

- 35.1 Industry Standards: As they are generally understood and accepted within that industry across the nation, SUCCESSFUL BIDDER will be deemed to be intimately familiar with the industry standards for items referenced. With this knowledge Bidder(s) are instructed to bid appropriately and properly identify the accepted industry standard.

**36.0 REJECTION OF MATERIAL(S):**

- 36.1 The DISTRICT reserves the right to test samples collected during delivery to ensure that the Chemical(s) in question meets the specifications herein. If, in the opinion of the DISTRICT, there is a necessity to remove the Chemical(s), it shall be the SUCCESSFUL BIDDER'S responsibility to remove and replace all Chemical(s) contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the DISTRICT shall remove the Chemical(s) and the cost of removal and disposal shall be billed to the SUCCESSFUL BIDDER. No charges will be made for delivered material that is rejected for non-conformance to specifications.

**37.0 REPORTS:**

- 37.1 The SUCCESSFUL BIDDER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Procurement Solutions Section and/or each participating DISTRICT Department within 30 days at the end of each quarter. The end of the quarter is defined as every fourth month of the calendar year.
- 37.2 The SUCCESSFUL BIDDER shall submit one of the following reports independently or in combination quarterly until the end of the contract term.
- 37.2.1 **Itemized Report:** Shall consist of all items purchased by each of the DISTRICT'S Departments for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders.**
- 37.2.2 **Department Report:** Shall include DISTRICT Department name, account number, date of last purchase, and total dollars purchased for the previous quarter.
- 37.2.3 **Fill Rate Report by Department:** Shall include the number of orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the Successful Bidder shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.
- 37.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering DISTRICT Department.

**38.0 DISTRICT SITES:**

- 38.1 The DISTRICT Department locations and hours of operation are as follows:

LOCATION	HOURS OF OPERATION& DAYS OF OPERATION
Flamingo Water Resource Center location at 6000 E. Rochelle Ave., Las Vegas, NV 89122	6:00 am - 4:00 pm Monday through Friday

<b>SECTION E – SPECIFICATIONS/SCOPE OF WORK</b> <b>SOLICITATION NO.: ITB-190032</b>
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Laughlin Water Resource Center location at 450 Bruce Woodbury Drive, Laughlin, NV 89029	6:00 am - 2:00 pm Monday through Friday
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**39.0 PRICING:**

**39.1** ***This bid consists of six (6) lots. For each lot, the award will be made to the lowest responsive and responsible bidder per lot. Bidders may bid selective lot(s) and/or all lots. Regardless, of the selected lot(s), Bidders must bid all line items within the respective lot(s) to be considered responsive.***

**40.0 CHEMICAL SERVICING REQUIREMENTS:**

**40.1** All Chemical(s) are to be delivered as soon as possible after purchase orders are issued for procurements, following accepted shipping and/or back ordering methods. Back orders shall be filled within 10 business days. Chemical(s) undeliverable within this period require contacting the DISTRICT Purchasing Administrator or designee so that Departmental end-users may be updated, and/or alternative procurement methodologies can be pursued.

**40.2** SUCCESSFUL BIDDERS are not permitted to place a hold on partial deliveries in anticipation of beating the 10-day deadline with full orders. Chemical(s) must always be delivered ASAP to the DISTRICT'S receiving dock or designated location as requested.

**40.3** Shipments made to outlying areas should be made with the same urgency and attention as the direct shipments to the DISTRICT'S (FWRC) location. Chemical(s) shipped direct to outlying areas (Laughlin) should be made by best available method.

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## SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS

### SOLICITATION NO.: ITB-190032

- 1.0 To simplify the determination of the lowest responsive and responsible bidder and to obtain the maximum degree of comparability, all Prospective Bidder(s) must at a minimum submit the required forms as outlined in "Table One (1)" below. Failure to submit required forms listed below within the Bidders Bid Packet may result in Rejection of Bid.

<b>TABLE ONE (1) – REQUIRED BID FORMS</b>	
<del>2.1</del>	Signed Official Bid Offer and Acceptance Form (Exhibit I)
<del>2.2</del>	Addendum Acknowledgment Form (Exhibit II)
<del>2.3</del>	References Form (Exhibit III)
<del>2.4</del>	Business Designation Group Form (Exhibit IV)
<del>2.5</del>	Subcontractor Information Form (Exhibit V)
<del>2.6</del>	Bid Form (Pricing Sheet) (Exhibit VI)
<del>2.7</del>	Disclosure of Ownership/Principals Form (Exhibit VII)
<del>2.8</del>	Business License Information Form (Exhibit VIII)
<del>2.9</del>	One (1) Original Signed Hardcopy and One (1) Electronic CD Copy or USB Flash Drive of the scanned copy of the entire Original Signed Bid package

- 2.0 **Table 2:** Lists other documents and forms that should be reviewed by Bidder but are not required to be submitted with the bid. The DISTRICT will request these forms, as applicable, to be completed and submitted to the DISTRICT by the recommended/successful Bidder(s):

<b>TABLE 2 - DOCUMENTS &amp; FORMS</b>
Insurance Requirements (Attachment "A")
Affidavit for Sole Proprietor (ONLY) (Attachment "B")

**EXHIBIT I – OFFER AND ACCEPTANCE FORM**  
**SOLICITATION NO.: ITB-190032**

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS THAT THE ITEMS IN THIS INVITATION TO BID, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE CONTRACT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS BID, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINETY (90) DAYS.

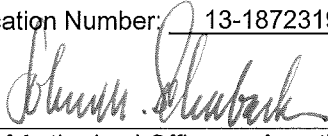
I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

Olin Corporation, dba Olin Chlor Alkali Products and Vinyls  
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): \_\_\_\_\_

Federal Identification Number: 13-1872319

By:   
(Signature of Authorized Officer or Agent)

Printed Name: John M. Schabacker

Title: Business Director

Date: 5/7/19

Address of Bidder: 26700 South Banta Road  
Street Address or P.O. Box  
Tracy, CA 95304  
City – State – Zip Code

Telephone No. of Bidder: ( 209 ) 835-7204

Fax No. of Bidder: ( 209 ) 835-9760

E-mail Address of Bidder: JMSchabacker@olin.com



<p align="center"><b>EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM</b>  <b>SOLICITATION NO.: ITB-190032</b></p>
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Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

Addendum No.	1 2/3	Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	
Addendum No.		Addendum No.		Addendum No.	

**EXHIBIT III – REFERENCES FORM**  
**SOLICITATION NO.: ITB-190032**

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least one contract(s) over the past five years, **as a prime contractor**, in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The District reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the District's minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.**

1. Name: City of Henderson Phone No.: 702-267-2558  
Address: 240 Water Street, Henderson, NV 89015  
E-Mail Address: Amy Carpenter, Sr. Purchasing Specialist Amy.Carpenter@cityofhenderson.com  
Contract Award Date: 07-01-2015 Contract Completion Date: 07/31/2019  
Contract Name/Title: National IPA Water Treatment Chemicals - 150063-SK-B  
Description: Supply and delivery of sodium hypochlorite. Approx. 400,000 gals/yr.
2. Name: Las Vegas Valley Water District Phone No.: 702-822-8691  
Address: 1001 S. Valley View Boulevard, Las Vegas, NV 89153  
E-Mail Address: John Castiglione John.Castiglione@lvvwd.com  
Contract Award Date: 01-01-2018 Contract Completion Date: 12-31-2018  
Contract Name/Title: Supply Contract for Sodium Hypochlorite - 2380-18  
Description: Supply and delivery of sodium hypochlorite. Approx. 230,000 gals/yr.
3. Name: City of Las Vegas Phone No.: 702-229-1827  
Address: 495 South Main Street, Las Vegas, NV 89101-2986  
E-Mail Address: Steve Kessler SKessler@lasvegasnevada.gov  
Contract Award Date: 07-01-2015 Contract Completion Date: 07-31-2019  
Contract Name/Title: National IPA Water Treatment Chemicals - 150063-SK-B  
Description: Supply and delivery of sodium hypochlorite. Approx. 1,300,000 gals/yr.

<p align="center"><b>EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM</b> <b>SOLICITATION NO.: ITB-190032</b></p>
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**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE ☐ ESB as defined below.

***STATE OF NEVADA BUSINESSES***

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

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

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

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

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

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

**SMALL BUSINESS ENTERPRISE (SBE):**

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

**NEVADA BUSINESS ENTERPRISE (NBE):**

Any Nevada business which has the resources necessary to sufficiently perform identified DISTRICT projects and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**EMERGING SMALL BUSINESS (ESB):**

Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

***BUSINESSES IN OTHER STATES***

**LARGE BUSINESS ENTERPRISE (LBE):**

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

# EXHIBIT V – SUBCONTRACTOR INFORMATION FORM

## SOLICITATION NO.: ITB-190032

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

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

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

# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

Lot 1 – Aluminum Sulfate

☐ No Bid on Lot (✓)

Lot 1 – Aluminum Sulfate - Wastewater Treatment Chemicals						
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =	
1	Flamingo Water Resource Center Full Truck Load of Aluminum Sulfate (Minimum 10.0 Dry Tons)	Dry Ton	1,315/Yr.	\$ No bid	\$	No bid
2	Laughlin Water Resource Center Full Truck Load of Aluminum Sulfate (Minimum 10.9 Dry Tons)	Dry Ton	239/Yr.	\$ No bid	\$	No bid
LOT 1 – Aluminum Sulfate – Total Amount:					\$	No bid

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

Lot 2 - Citric Acid

☐ No Bid on Lot (✓)

Lot 2 – Citric Acid - Wastewater Treatment Chemicals					
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Flamingo Water Resource Center Full Truck Load of Citric Acid (Minimum 45,000 Wet lb.)	Wet lb.	90,000/Yr.	\$ No bid	\$ No bid
LOT 2 – Citric Acid – Total Amount:				\$	No bid

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

# **EXHIBIT VI – BID FORM (PRICING SHEET)** **SOLICITATION NO.: ITB-190032**

**Lot 3 - Ferric Chloride**

☐ No Bid on Lot (✓)

Lot 3 – Ferric Chloride - Wastewater Treatment Chemicals					
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Flamingo Water Resource Center Full Truck Load of Ferric Chloride (Minimum 8.5 Dry Tons)	Dry Ton	2,740/Yr.	\$ No bid	\$ No bid
<b>LOT 3 – Ferric Chloride – Total Amount:</b>					\$ No bid

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

Lot 4 - Sodium Bisulfite

☐ No Bid on Lot (✓)

Lot 4 – Sodium Bisulfite - Wastewater Treatment Chemicals					
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Flamingo Water Resource Center Full Truck Load of Sodium Bisulfite (Minimum 25,000 Dry lb.)	Dry lb.	175,000/Yr.	\$ No bid	\$ No bid
2	Laughlin Water Resource Center Full Truck Load of Sodium Bisulfite (Minimum 3000 Dry lb.)	Dry lb.	22,000/Yr.	\$ No bid	\$ No bid
LOT 4 – Sodium Bisulfite – Total Amount:					\$ No bid

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)



# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

Lot 5 – Sodium Hydroxide

☐ No Bid on Lot (✓)

## Lot 5 – Sodium Hydroxide - Group 1- Wastewater Treatment Chemicals

LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Flamingo Water Resource Center Full Truck Load of Sodium Hydroxide (Minimum 35,000 Wet lb.)	Wet lb.	70,000/Yr.	\$ No Bid	\$
LOT 5 – Sodium Hydroxide – Total Amount:					\$ No Bid

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

Lot 6 - Sodium Hypochlorite

☐ No Bid on Lot (✓)

Lot 6 – Sodium Hypochlorite - Group 1- Wastewater Treatment Chemicals					
LINE ITEM	DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE (SHALL BE INCLUSIVE OF ALL DELIVERY REQUIREMENTS)	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) =
1	Flamingo Water Resource Center Full Truck Load of Sodium Hypochlorite (Minimum 4,600 gallons)	Gallon	250,000/Yr.	\$ 0.765	\$ 191,250. <sup>00</sup>
2	Laughlin Water Resource Center Full Truck Load of Sodium Hypochlorite (Minimum 5000 gallons)	Gallon	50,000/Yr.	\$ 0.815	\$ 40,750. <sup>00</sup>
LOT 6 – Sodium Hypochlorite – Total Amount:					\$ 232,000. <sup>00</sup>

\* Unit Price shall be inclusive of the delivery requirements to Onsite Storage Facility(s)

# EXHIBIT VI – BID FORM (PRICING SHEET)

SOLICITATION NO.: ITB-190032

TOTAL EXTENDED BID AMOUNT SUMMARY	
Lot 1 – Aluminum Sulfate	<input checked="" type="checkbox"/> No Bid on Lot (✓) \$
Lot 2 – Citric Acid	<input checked="" type="checkbox"/> No Bid on Lot (✓) \$
Lot 3 – Ferric Chloride	<input checked="" type="checkbox"/> No Bid on Lot (✓) \$
Lot 4 – Sodium Bisulfite	<input checked="" type="checkbox"/> No Bid on Lot (✓) \$
Lot 5 – Sodium Hydroxide	<input checked="" type="checkbox"/> No Bid on Lot (✓) \$
Lot 6 – Sodium Hypochlorite	<input type="checkbox"/> No Bid on Lot (✓) \$
232,000.00	

## PER SECTION B – UNIFORM INSTRUCTIONS TO BIDDERS, PROVISION 20:0:

BIDDER DISCOUNTED TERMS OF PAYMENT: 0 %, 30(Net 30) calendar days, if offered/applicable by Bidder

BIDDER STANDARD DELIVERY TIMEFRAME:

3 days ARO calendar days (Maximum 120 calendar days)

## EXHIBIT VI – DISCLOSURE OF OWNERSHIP/PRINCIPALS

### SOLICITATION NO.: ITB-190032

#### Purpose of the Form

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

#### General Instructions

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

#### Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

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

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

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

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

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

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

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

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

# EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

## SOLICITATION NO.: ITB-190032

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Olin Corporation						
<b>(Include d.b.a., if applicable)</b> dba Olin Chlor Alkali Products and Vinyls						
<b>Street Address:</b> 26700 South Banta Road			<b>Website:</b> www.olin.com			
<b>City, State and Zip Code:</b> Tracy, CA 95304			<b>POC Name:</b> John M. Schabacker, Business Director			
			<b>Email:</b> JMSchabacker@olin.com			
<b>Telephone No:</b> 209-835-7204			<b>Fax No:</b> 209-835-9760			
<b>Nevada Local Street Address:</b> 350 Fourth Street			<b>Website:</b> www.olin.com			
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b> Henderson, NV 89015			<b>Local Fax No:</b> N/A			
<b>Local Telephone No:</b> 702-232-5542			<b>Local POC Name:</b> Nicholas Pregman, Account Manager			
			<b>Email:</b> NPregman@olin.com			

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

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

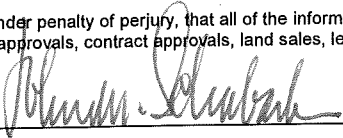
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
John E. Fischer	President and CEO	N/A
Todd A. Slater	VP and CFO	N/A
James A. Varilek	VP and COO	N/A

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☒ Yes ☐ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

 Signature	John M. Schabacker Print Name <div style="text-align: center; font-size: 1.5em;">5/7/19</div> Date
Business Director Title	

<b>EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM</b> <b>SOLICITATION NO.: ITB-190032</b>
---

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

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

\* County employee means Clark County, Department of Aviation; Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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**For County Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

<p><b>EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM</b> <b>SOLICITATION NO.: ITB-190032</b></p>
--

**BUSINESS LICENSE INFORMATION**

**CURRENT STATE:** NV      **LICENSE NO.** NV20101317793

**CURRENT COUNTY:** Clark County      **LICENSE NO.** 100176-240

**CURRENT CITY:** Las Vegas      **LICENSE NO.** G50-05678

**ISSUE DATE:** 05-02-18      **EXPIRATION DATE:** 04-30-19

**ISSUE DATE:** 11-01-18      **EXPIRATION DATE:** 04-30-19

**ISSUE DATE:** 03-01-19      **EXPIRATION DATE:** 09-01-19

## **ATTACHMENT "A" – INSURANCE REQUIREMENTS**

### **SOLICITATION NO.: ITB-190032**

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

#### **1.0 FORMAT / TIME:**

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

#### **2.0 BEST KEY RATING:**

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

#### **3.0 DISTRICT COVERAGE:**

- 3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL BIDDER'S insurance shall be primary as respects DISTRICT, its officers and employees.

#### **4.0 ENDORSEMENT / CANCELLATION:**

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

#### **5.0 DEDUCTIBLES:**

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

#### **6.0 AGGREGATE LIMITS:**

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

#### **7.0 COMMERCIAL GENERAL LIABILITY:**

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

#### **8.0 AUTOMOBILE LIABILITY:**

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



<p style="text-align: center;"><b>ATTACHMENT "A" – INSURANCE REQUIREMENTS</b> <b>SOLICITATION NO.: ITB-190032</b></p>
---

CONTRACT.

**9.0 POLLUTION LIABILITY:**

9.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence, which may arise from services rendered by SUCCESSFUL BIDDER for its performance under CONTRACT.

**10.0 WORKERS' COMPENSATION:**

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

**11.0 FAILURE TO MAINTAIN COVERAGE:**

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

**12.0 ADDITIONAL INSURANCE:**

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

**13.0 DAMAGES:**

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

**14.0 COST:**

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

**15.0 INSURANCE SUBMITTAL ADDRESS:**

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

**16.0 INSURANCE FORM INSTRUCTIONS:**

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

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

<p style="text-align: center;"><b>ATTACHMENT “A” – INSURANCE REQUIREMENTS</b> <b>SOLICITATION NO.: ITB-190032</b></p>
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**16.1.4 Commercial General Liability (Per Occurrence)**

16.1.4.1 Policy Number

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

16.1.4.4 General Aggregate (\$2,000,000)

16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)

16.1.4.6 Personal & Advertising Injury (\$1,000,000)

16.1.4.7 Each Occurrence (\$1,000,000)

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

**16.1.5 Automobile Liability (Any Auto)**

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit (\$1,000,000)

**16.1.6 Worker's Compensation**

**16.1.7 Pollution Liability (Per Occurrence)**

16.1.7.1 Combined Single Limit (\$1,000,000)

16.1.8 Description: ITB-190032 for Wastewater Treatment Chemicals (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

16.1.9.1 Clark County Water Reclamation District  
c/o Procurement Solutions Section  
5857 East Flamingo Road  
Las Vegas, Nevada 89122

16.1.10 Appointed Agent Signature to include license number and issuing state.

# ATTACHMENT "A" – INSURANCE REQUIREMENTS

## SOLICITATION NO.: ITB-190032

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)																
<p>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.</p> <p>IMPORTANT: If the certificate holder is an <b>ADDITIONAL INSURED</b>, the policy(ies) must 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 rights to the certificate holder in lieu of such endorsement(s).</p>																						
<b>PRODUCER</b> <b>1. INSURANCE BROKER'S NAME</b> <b>ADDRESS</b>				<b>CONTACT NAME:</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 50%;">BROKER'S PHONE NUMBER</td> </tr> <tr> <td>FAX (A/C No.):</td> <td>BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> </table>				PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS										
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FAX (A/C No.):	BROKER'S FAX NUMBER																					
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS																						
<b>INSURED</b> <b>2. SUPPLIER'S NAME</b> <b>ADDRESS</b> <b>PHONE &amp; FAX NUMBERS</b>				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> <td>NAIC #</td> </tr> <tr> <td colspan="2">INSURER A:</td> <td rowspan="5"><b>3. CARRIER'S</b></td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:		<b>3. CARRIER'S</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:		
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>																				
<p>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.</p>																						
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS															
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(G) 1,000,000															
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$(H) 50,000															
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$(I) 5,000															
							PERSONAL & ADV INJURY \$(F) 1,000,000															
							GENERAL AGGREGATE \$(D) 2,000,000															
							PRODUCTS – COMP/OP AGG \$(E) 2,000,000															
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM \$ 25,000															
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000															
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$															
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$															
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$															
	<input type="checkbox"/> HIRED AUTOS																					
	<input type="checkbox"/> NON-OWNED AUTOS																					
							DEDUCTIBLE MAXIMUM \$ 25,000															
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS \$															
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$															
	describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – E.A. EMPLOYEE \$															
							E.L. DISEASE – POLICY LIMIT \$															
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																						
<b>7. DESCRIPTION: BID NO. ITB-190032 FOR WASTEWATER TREATMENT CHEMICALS</b>																						
<b>8. CERTIFICATE HOLDER</b> CLARK COUNTY WATER RECLAMATION DISTRICT C/O PURCHASING AND CONTRACTS DEPARTMENT 5857 E. FLAMINGO RD LAS VEGAS, NV 89122				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.																		
<b>9. AUTHORIZED REPRESENTATIVE</b>																						

<p align="center"><b>ATTACHMENT "A" – INSURANCE REQUIREMENTS</b> <b>SOLICITATION NO.: ITB-190032</b></p>
--

POLICY NUMBER: \_\_\_\_\_ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CLARK COUNTY WATER RECLAMATION DISTRICT  
C/O PROCUREMENT SOLUTIONS SECTION  
5857 EAST FLAMINGO ROAD  
LAS VEGAS, NEVADA 89122

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

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

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

**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)**  
**SOLICITATION NO.: ITB-190032**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_ being  
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 190032, entitled Wastewater Treatment Chemicals;
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

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

Signature

State of Nevada       )  
                                  )ss.  
County of Clark       )

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

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

STAMP AND SEAL

**END OF INVITATION TO BID DOCUMENT**  
**SOLICITATION NO.: ITB-190032**

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April 24, 2019

**SUBJECT:** Addendum No. 1 for Wastewater Treatment Chemicals

**REFERENCE:** Invitation to Bid (ITB) No. 190032

**TO:** All Prospective Bidders:

This Addendum is being issued for the following reasons:

- **THE FOLLOWING QUESTIONS AND CLARK COUNTY WATER RECLAMATION DISTRICT (DISTRICT) RESPONSES ARE HEREBY INCORPORATED AND MADE A PART OF THE ITB:**

1. Do you have a incumbent to this contract now? and at what price or is this a new contract?

**Answer:** *Yes, the following suppliers are the contract holders for the various chemicals:*  
*Thatcher Company – Aluminum Sulfate \$0.15 dry lb., Citric Acid \$0.4800 wet lb., Sodium Bisulfite \$0.3398 dry lb., and Sodium Hydroxide \$0.200 wet lb.,*  
*Kemira Water Solutions, Inc. – Ferric Chloride \$750.00 dry ton.*  
*Olin Corporation – Sodium Hypochlorite \$0.78 gallon.*

2. Page 20 , Section C, 37.0 Warranty – One (1) year required. This product by nature is unstable and changes with time and temperature. As such it is generally used in a matter of days. It can only be warranted at time of delivery from the truck to meet specifications. OK?

**Answer:** *The District acknowledges the warranty concerns and concurs with this statement.*

3. Page 27, Section E, 1.5 Joiner Clause. The bid price on this bid is based specifically on the "delivered" costs (driving time, physical distances and service requirements) to meet the terms and service conditions defined for Clark County specifically. It is not reasonable to require to allow any other agencies to join this contract that have their own undefined unique requirements and needs that will affect these costs. Olin reserves the right review and agree to accept other agencies to join only if all quantities, requirements and service costs are exactly the same as Clark County or price adjustments are allowed for any material differences and upon mutual agreement of Olin and any other agency requesting joiner privileges. OK?

**Answer:** *Pursuant to Nevada Revised Statutes (NRS) 332.195 "Joinder or mutual use of contracts by governmental entities." States any local or state government may request to join this contract, however the governmental agency will need written AUTHORIZATION from the contracting vendor prior to being able to join/use the contract. The District would expect that pricing for all governmental entities who reside within Clark County shall be reflective of the same pricing structures, which the District receives for identical chemicals.*

4. Page 58 Section E, 32 Delivery – 24 hours lead time. Sodium Hypochlorite's best performance is based upon the freshness of the material when delivered. Therefore this product is made to order. It's not reasonable to only allow 24 hours standard lead time for ordering prior to production and expected delivery. We'd request a min. 48 hours standard lead time and 24 hours in emergencies. OK?

**BOARD OF TRUSTEES**

Lawrence L. Brown III, *Chair*. Tick Segerblom, *Vice Chair*.  
James B. Gibson. Justin Jones. Marilyn Kirkpatrick. Michael Naft. Lawrence Weekly  
Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road, Las Vegas, Nevada 89122 (702) 668-8888, (800) 782-4324  
cleanwaterteam.com

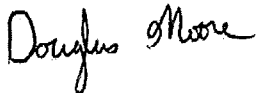
ADDENDUM 1  
WASTEWATER TREATMENT CHEMICALS  
SOLICITATION NO. ITB-190032

*Answer: Unfortunately, we cannot find the "24-hours lead time" referenced within this section. However, if you are referring to provisions 32.15 and 32.15.1, the District is stating that the Successful Bidder will be required to notify the District 24-hours in advance of when the shipment is to arrive at District facility.*

**\*NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AND ANSWERED\***

When issued, this Addendum shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Addendum. All revisions, responses, and answers incorporated into this Addendum are collaboratively from both the DISTRICT Purchasing Solutions Section and the applicable End-User Department. It is the responsibility of the bidder to ensure that he/she has obtained all such Addendum(s). By submitting a bid on this project, bidders shall be deemed to have received all Addendum(s) and to have incorporated them into this ITB.

If you have any questions or if further clarification is needed regarding this ITB, please contact me.



Douglas Moore  
Sr. Purchasing Analyst  
702-668-8094  
E-mail: [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com)

END OF ADDENDUM 1



# Sales Specification

## 12.5 wt% Sodium Hypochlorite Solution

### West Coast Water Treatment Specification



Characteristics	Units	Min	Max
Sodium Hypochlorite, NaOCl	wt%	12.5	15.6
Available Chlorine	wt%	11.9	14.8
Total Alkalinity <sup>1</sup>	wt%	0.1	1.5
Chlorate (12.5% Basis) <sup>2</sup>	ppm	N/A	3,570
Bromate (12.5% Basis) <sup>2</sup>	ppm	N/A	39
Insolubles <sup>1</sup>	wt%	N/A	0.15
Iron, Fe	ppm	N/A	1.5
Nickel, Ni	ppm	N/A	0.1
Copper, Cu	ppm	N/A	0.1
Cobalt, Co	ppm	N/A	0.1

1 – Limit set to meet ANSI/AWWA B300-18

2 – Limit set to meet NSF/ANSI Standard 60

#### Meets the Following

ANSI/AWWA B300-18

EPA Pesticide Registration

NSF/ANSI Standard 60 Certification

#### Olin Document Information

<u>Specification No:</u> NaOCl-S4	<u>Revision:</u> 2	<u>Issue Date:</u> 3/18/2019	<u>Supersedes:</u> 10/28/2014	<u>Review Date:</u> 3/18/2024	<u>Sheet No.:</u> 1 of 1
--------------------------------------	-----------------------	---------------------------------	----------------------------------	----------------------------------	-----------------------------



**Clark County  
Water Reclamation  
DISTRICT**

August 24, 2020

Nick Pregman, Account Manager  
Olin Corporation  
340 Fourth Street  
Henderson, NV 89015  
[npregman@olin.com](mailto:npregman@olin.com)

**SUBJECT: Clark County Water Reclamation District Price Increase Adjustment**

**RE: District Contract No. 190032 for Water Treatment Chemicals (Sodium Hypochlorite)**

Dear Mr. Pregman:

Pursuant to Clark County Water Reclamation District (District) Contract No. 190032, Section B - Uniform Instructions to Bidder(s), Provision 43.0 Price Adjustment Requests, this letter serves as your official written notice that the District has approved your price increase request. The following new price rates will become effective September 1, 2020.

**New Price Rates:**

Item	Description	Unit of Measure	Unit Cost
1	Las Vegas Flamingo Water Resource Center - Sodium Hypochlorite	Per gallon, delivered	\$0.795
2	Laughlin Water Resource Center - Sodium Hypochlorite	Per gallon, delivered	\$0.845

Purchase Orders (PO) will be issued on an as needed basis. All invoices submitted to the District with incorrect unit pricing for the period billed, and/or invoices missing the PO number will be rejected and returned for correction(s) prior to payment(s) being issued.

If you should have any questions regarding this contract, please contact Douglas Moore at 702-668-8094 or [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com).

Sincerely,

Thomas Maino,  
Purchasing Administrator

cc: Contract File: 190032

Olin Corporation hereby acknowledges receipt of the above price increase to Contract No. 190032.

Signature of Authorized Officer or Agent

August 24, 2020

Date

John M. Schabacker

Name

Business Director

Title

**BOARD OF TRUSTEES**

Lawrence L. Brown III, *Chair*. Tick Segerblom, *Vice Chair*.

James B. Gibson. Justin Jones. Marilyn Kirkpatrick. Michael Naft. Lawrence Weekly

Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road, Las Vegas, Nevada 89122 (702) 668-8888, (800) 782-4324  
[cleanwaterteam.com](http://cleanwaterteam.com)

EXHIBIT B

2020/2021 Pricing

Please see attached page(s).



26700 South Banta Road, Tracy, CA 95304  
Phone: 209-835-5424 • Fax: 209-835-9760  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

January 25, 2021

Ms. Joy Yoshida  
Purchasing  
City of North Las Vegas  
2250 Las Vegas Blvd., Ste. 710  
North Las Vegas, NV 89030

*Re: City Of North Las Vegas Joinder Request - Clark County Water Reclamation District Hypo Contract  
2020/2021*

Dear Joy,

Olin thanks the City of North Las Vegas for your business this past year. Per your request, Olin agrees to allow the City to be included in a joinder agreement to the Clark County Water Reclamation District bleach supply contract. This offer will be effective by March 1, 2021 through the current CCWRD contract year anniversary date of August 31, 2021, and any successive mutually agreed upon annual extensions thereafter.

As agreed upon, current North Las Vegas contract prices will remain fixed as below thru August 31, 2021.

**12.5% Sodium Hypochlorite (full truckload ~4,800 gals.)**

**2020/2021 Prices (\$USD)**

\$0.80/gal. (delivered)

Again, Olin greatly values you as a customer and looks forward to continue providing the future needs of the City of North Las Vegas. Feel free to call Nick Pregman or me at (209) 221-8265 if there are any questions.

Sincerely,

*John M. Schabacker*  
John M. Schabacker  
Business Director

cc: Nick Pregman, Account Manager



# CERTIFICATE OF LIABILITY INSURANCE

X

DATE (MM/DD/YYYY)  
06/30/2020

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500		<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS:		<b>FAX</b> (A/C. No.):	
OLIN		011812		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> OLIN CORPORATION 190 CARONDELET PLAZA SUITE 1530 CLAYTON, MO 63105				<b>NAIC #</b>	
				INSURER A : Old Republic Insurance Company	
				INSURER B : N/A	
				INSURER C :	
				INSURER D :	
				INSURER E :	
				INSURER F :	

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

NYC-009451433-59

**REVISION NUMBER:** 10

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313962 20 "\$100,000 SIR Each Occ Applicable"	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 9,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 9,900,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 313959 20	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 7,000,000

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

CITY OF NORTH LAS VEGAS, IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER**City of North Las Vegas  
Attn: Risk Management  
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  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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EXHIBIT B

First Amendment

Please see attached page(s).

**FIRST AMENDMENT TO THE AGREEMENT TO USE LOCAL GOVERNMENT  
CONTRACT FOR PURCHASE OF WASTEWATER TREATMENT CHEMICALS  
(ALUMINUM SULFATE, CITRIC ACID, FERRIC CHLORIDE, SODIUM BISULFITE,  
SODIUM HYDROXIDE AND SODIUM HYPOCHLORITE)**

This First Amendment to The Agreement to Use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite) ("First Amendment") is made and entered into as of 08/31/2022 08:03:24 PDT ("Effective date") by the City of North Las Vegas, a Nevada municipal corporation ("City") and Olin Corporation, DBA Olin Chlor Alkali Products and Vinyls, a Virginia corporation ("Vendor").

**RECITALS**

WHEREAS, on February 18, 2021, the City and Vendor entered into the Agreement to use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite ("Original Agreement"). The Original Agreement is attached hereto as Exhibit A;

WHEREAS, pursuant NRS 332.195, the Original Agreement adopted the terms of that certain Master Contract 190032 for wastewater treatment chemicals (aluminum sulfate, citric acid, ferric chloride, sodium bisulfite, sodium hydroxide and sodium hypochlorite) entered into between Clark County Water Reclamation District and Vendor;

WHEREAS, on August 1, 2022 Clark County Water Reclamation District issued written notice of approval for a price increase effective September 1, 2022 ("Increase Request). A copy of the Increase Request is attached hereto as Exhibit B;

WHEREAS, pursuant to NRS 332.195, the Parties wish to adopt the Increase Request;

WHEREAS, the Parties wish to increase the total not-to-exceed amount of the Original Agreement from Four Hundred Ninety Thousand Dollars and 00/100 (\$490,000.00) to a total not-to-exceed amount of Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00).

WHEREAS, the Original 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 Original Agreement shall be deleted in its entirety and replaced with the following:

2.1. The term of this Agreement shall commence on the March 1, 2021 and will continue in effect until August 31, 2023 ("Term"), unless earlier terminated in accordance with the terms

herein. Depending on the City's order for the Products, the City may pay the Vendor for the Products a not-to-exceed amount of Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00), as specified in Schedule A below.

Schedule A	
Fiscal Year:	Amount:
03/01/2021 – 06/30/2021	\$ 70,000.00
07/01/2021 – 06/30/2022	\$ 190,000.00
07/01/2022 – 06/30/2023	\$ 225,000.00
07/01/2023 – 08/31/2023	\$ 45,000.00
<b>TOTAL:</b>	<b>\$ 530,000.00</b>

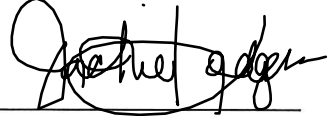
2. The price quoted in the Increase Request for Sodium Hypochlorite, at \$1.97/gallon and \$0.004 EPS Superfund Tax, shall remain in effect for the term of the Agreement.
3. The Original Agreement is hereby amended to include an Exhibit B, which is the Exhibit B attached to this First Amendment.
4. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

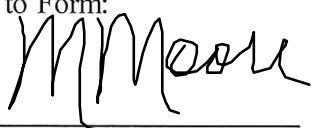
City of North Las Vegas,  
a Nevada municipal corporation

By:   
Ryann Juden, City Manager

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to Form:

By:   
Micaela Rustia Moore, City Attorney

Olin Corporation, DBA Olin Chlor Alkali  
Products and Vinyls,  
a Virginia corporation


By:   
Title: Business Director  
Name: John M. Schabacker



EXHIBIT B

2020/2021 Pricing

Please see attached page(s).



26700 South Banta Road, Tracy, CA 95304  
Phone: 209-835-5424 • Fax: 209-835-9760  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

January 25, 2021

Ms. Joy Yoshida  
Purchasing  
City of North Las Vegas  
2250 Las Vegas Blvd., Ste. 710  
North Las Vegas, NV 89030

*Re: City Of North Las Vegas Joinder Request - Clark County Water Reclamation District Hypo Contract  
2020/2021*

Dear Joy,

Olin thanks the City of North Las Vegas for your business this past year. Per your request, Olin agrees to allow the City to be included in a joinder agreement to the Clark County Water Reclamation District bleach supply contract. This offer will be effective by March 1, 2021 through the current CCWRD contract year anniversary date of August 31, 2021, and any successive mutually agreed upon annual extensions thereafter.

As agreed upon, current North Las Vegas contract prices will remain fixed as below thru August 31, 2021.

**12.5% Sodium Hypochlorite (full truckload ~4,800 gals.)**

**2020/2021 Prices (\$USD)**

\$0.80/gal. (delivered)

Again, Olin greatly values you as a customer and looks forward to continue providing the future needs of the City of North Las Vegas. Feel free to call Nick Pregman or me at (209) 221-8265 if there are any questions.

Sincerely,

*John M. Schabacker*  
John M. Schabacker  
Business Director

cc: Nick Pregman, Account Manager



# CERTIFICATE OF LIABILITY INSURANCE

X

DATE (MM/DD/YYYY)  
06/30/2020

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<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500		<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	
OLIN 011812		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Old Republic Insurance Company	
		<b>INSURER B:</b> N/A	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

NYC-009451433-59

**REVISION NUMBER:** 10

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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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313962 20 "\$100,000 SIR Each Occ Applicable"	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 9,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 9,900,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 313959 20	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 7,000,000

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

CITY OF NORTH LAS VEGAS, IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

**CERTIFICATE HOLDER**City of North Las Vegas  
Attn: Risk Management  
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  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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EXHIBIT B

Increase Request

Please see attached page(s).



August 1, 2022

Nick Pregman, Account Manager  
Olin Corporation  
340 Fourth Street  
Henderson, NV 89015  
[npregman@olin.com](mailto:npregman@olin.com)

SUBJECT: Clark County Water Reclamation District Price Increase Adjustment  
RE: District Contract No. 190032 for Water Treatment Chemicals (Sodium Hypochlorite)

Dear Mr. Pregman:

Pursuant to Clark County Water Reclamation District (District) Contract No. 190032, Section B - Uniform Instructions to Bidder(s), Provision 43.0 Price Adjustment Requests, this letter serves as your official written notice that the District has approved your price increase request. The following new price rate will become effective September 1, 2022.

**New Price Rates:**

Item	Description	Unit of Measure	Unit Cost	EPA Superfund Tax
1	Las Vegas Flamingo Water Resource Center – Sodium Hypochlorite	Per gallon, delivered	\$1.97	<u>\$0.004</u>
2	Laughlin Water Resource Center - Sodium Hypochlorite	Per gallon, delivered	\$2.062	<u>\$0.004</u>

Purchase Orders (PO) will be issued on an as needed basis. All invoices submitted to the District with incorrect unit pricing for the period billed, and/or invoices missing the PO number will be rejected and returned for correction(s) prior to payment(s) being issued.

If you should have any questions regarding this contract, please contact Douglas Moore at 702-668-8094 or [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com).

Sincerely,

Thomas Maino,  
Purchasing Administrator

cc: Contract File: 190032

Olin Corporation hereby acknowledges receipt of the above price increase to Contract No. 190032.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

8/2/22  
\_\_\_\_\_  
Date

John M. Schabacker  
\_\_\_\_\_  
Name

Business Director  
\_\_\_\_\_  
Title

BOARD OF TRUSTEES  
Tick Segerblom, *Chair* • Justin Jones, *Vice Chair*  
James B. Gibson • Marilyn Kirkpatrick • William McCurdy II • Ross Miller • Michael Naft  
Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road • Las Vegas, Nevada 89122 • (702) 668-8888 • (800) 782-4324  
[cleanwaterteam.com](http://cleanwaterteam.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/24/2022

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.

**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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500		<b>CONTACT</b> NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	
OLIN 011812		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Old Republic Insurance Company	
		<b>INSURER B:</b> N/A	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

NYC-009451433-66

REVISION NUMBER: 11

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313962 22 "\$100,000 SIR Each Occ Applicable"	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 9,900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 9,900,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313959 22	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 7,000,000

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

CITY OF NORTH LAS VEGAS, IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT.

## CERTIFICATE HOLDER

City of North Las Vegas  
Attn: Risk Management  
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

*Marsh USA Inc.*

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EXHIBIT C

Second Amendment

Please see attached page(s).

**SECOND AMENDMENT TO THE AGREEMENT TO USE LOCAL GOVERNMENT  
CONTRACT FOR PURCHASE OF WASTEWATER TREATMENT CHEMICALS  
(ALUMINUM SULFATE, CITRIC ACID, FERRIC CHLORIDE, SODIUM BISULFITE,  
SODIUM HYDROXIDE AND SODIUM HYPOCHLORITE)**

This Second Amendment to the Agreement to Use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite) (“Second Amendment”) is made and entered into as of 06/13/2023 15:59:41 PDT (“Effective date”) by the City of North Las Vegas, a Nevada municipal corporation (“City”) and Olin Corporation, DBA Olin Chlor Alkali Products and Vinyls, a Virginia corporation (“Vendor”).

**RECITALS**

WHEREAS, on February 18, 2021, the City and Vendor entered into the Agreement to Use Local Government Contract for Purchase of Wastewater Treatment Chemicals (Aluminum Sulfate, Citric Acid, Ferric Chloride, Sodium Bisulfite, Sodium Hydroxide and Sodium Hypochlorite (“Original Agreement”) for the purchase of sodium hypochlorite. The Original Agreement is attached hereto as Exhibit A;

WHEREAS, on August 31, 2022, the Parties amended the Original Agreement to increase the total not-to-exceed amount of the Agreement from Four Hundred Ninety Thousand Dollars and 00/100 (\$490,000.00) to a total not-to-exceed amount of Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00). The First Amendment is attached hereto as Exhibit B;

WHEREAS, the Parties wish to increase the total not-to-exceed amount from Five Hundred Thirty-Thousand Dollars and 00/100 (\$530,000.00) to Six Hundred Thirty-Thousand Dollars and 00/100 (\$630,000.00).

WHEREAS, the Original 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 Original Agreement shall be deleted in its entirety and replaced with the following:

2.1. The term of this Agreement shall commence on the March 1, 2021 and will continue in effect until August 31, 2023 (“Term”), unless earlier terminated in accordance with the terms herein. Depending on the City’s order for the Products, the City may pay the Vendor for the



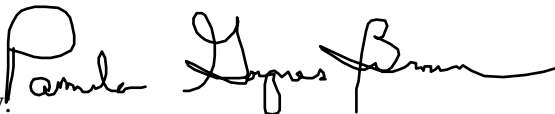
Products a not-to-exceed amount of Six Hundred Thirty-Thousand Dollars and 00/100 (\$630,000.00), as specified in Schedule A below.

Schedule A	
Fiscal Year:	Amount:
03/01/2021 – 06/30/2021	\$ 70,000.00
07/01/2021 – 06/30/2022	\$ 190,000.00
07/01/2022 – 06/30/2023	\$ 325,000.00
07/01/2023 – 08/31/2023	\$ 45,000.00
<b>TOTAL:</b>	<b>\$ 630,000.00</b>


5. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.


City of North Las Vegas,  
a Nevada municipal corporation

By:   
Pamela A. Goynes-Brown, Mayor

Olin Corporation, dba Olin Chlor Alkali  
Products and Vinyls,  
a Virginia corporation

By:   
Title: Business Director, Bleach  
Name: Linas Staskevicius

Attest:

By:   
Jackie Rodgers, City Clerk

Approved as to Form:


By:   
Micaela Rustia Moore, City Attorney

EXHIBIT D

Increase Request

Please see attached page(s).



August 3, 2023

Nick Pregman, Account Manager  
Pioneer Americas LLC  
Olin Finance Company LLC as Sole Member Pioneer Americas LLC  
350 Fourth Street  
Henderson, NV 89015  
[npregman@olin.com](mailto:npregman@olin.com)

SUBJECT: **Clark County Water Reclamation District Price Increase Adjustment**  
RE: **District Contract No. 190032 for Water Treatment Chemicals (Sodium Hypochlorite)**

Dear Mr. Pregman:

Pursuant to Clark County Water Reclamation District (District) Contract No. 190032, Section B - Uniform Instructions to Bidder(s), Provision 43.0 Price Adjustment Requests, this letter serves as your official written notice that the District has approved your price increase request. The following new price rate will become effective September 1, 2023.

**New Price Rates:**

Item	Description	Unit of Measure	Unit Cost	EPA Superfund Tax
1	Las Vegas Flamingo Water Resource Center – Sodium Hypochlorite	Per gallon, delivered	\$2.12	\$0.004
2	Laughlin Water Resource Center - Sodium Hypochlorite	Per gallon, delivered	\$2.212	\$0.004

Purchase Orders (PO) will be issued on an as needed basis. All invoices submitted to the District with incorrect unit pricing for the period billed, and/or invoices missing the PO number will be rejected and returned for correction(s) prior to payment(s) being issued.

If you should have any questions regarding this contract, please contact Douglas Moore at 702-668-8094 or [dmoore@cleanwaterteam.com](mailto:dmoore@cleanwaterteam.com).

Sincerely,

Thomas Maino,  
Purchasing Administrator

cc: Contract File: 190032

Olin Corporation hereby acknowledges receipt of the above price increase to Contract No. 190032.

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

BOARD OF TRUSTEES  
Tick Segerblom, *Chair* • Justin Jones, *Vice Chair*  
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Thomas A. Minwegen, *General Manager*

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[cleanwaterteam.com](http://cleanwaterteam.com)



490 Stuart Road, NE  
Cleveland, TN 37312  
Internet Address: [www.olinchloralkali.com](http://www.olinchloralkali.com)

July 31, 2023

Mr. Douglas Moore, Buyer  
Purchasing and Contracts division  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, NV 89122

Re: 2023-2024 Contract No. 190032 – 12.5% Sodium Hypochlorite Annual Renewal Proposal

Dear Doug:

Olin sincerely appreciates the supplier relationship we have enjoyed for the past several years with the Clark County Water Reclamation District.

Olin agrees to extend the contract another year, provided that Olin's extension proposal and ability to supply product is subject to Olin being able to secure an adequate supply of water for our Henderson, NV facility.

As you may be aware, Olin and other companies in the BMI complex are currently facing challenges and uncertainty in respect of the supply of water as a result of Lake Mead's water levels and the bankruptcy filing of Basic Water, the company that has historically provided water to the BMI complex. Water is a big component used in the reaction between chlorine and caustic soda to manufacture of sodium hypochlorite. Water is needed to support our safety systems such as safety shower and eyewashes as well as sprinklers and hydrants. Olin is currently taking steps to attempt to ensure we have adequate water supply at Henderson, but our ability to supply product is contingent on our ability to continue receiving water.

As a result of the situation in Henderson, our water costs have increased dramatically, and Olin is proposing the following price for this final extension:

**Clark County Water Reclamation District (\$/gal)**

	<b>Current</b>	<b>Increase</b>	<b>New Price</b>	<b>EPA Superfund Tax</b>
Las Vegas Flamingo Water Resource	\$1.97	+\$0.15	\$2.12	\$0.004
Laughlin Water Resource Center	\$2.062	+\$0.15	\$2.212	\$0.004

Olin greatly values the Clark County WRD as a customer and looks forward to continuing to provide your future chemical needs. Feel free to call me at 1-702-232-5542 if you have any further questions.

Sincerely,

*Nick Pregman*

Nick Pregman  
Account Manager  
350 Fourth Street  
Henderson, NV 89015 USA  
[npregman@olin.com](mailto:npregman@olin.com)