



Department of Administrative Services
Purchasing and Contracts Division

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 603447-14**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO. BID NO. 603447-14 BID PAGES: 50
DESCRIPTION: ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT
PROGRAM

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

_____ Internet _____ Plan Room

**FAX THIS CONFIRMATION FORM TO: (702) 386-4914
TYPE or PRINT CLEARLY**

CLARK COUNTY, NEVADA

INVITATION TO BID

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

The bid package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603447 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-bid Conference will be held on **OCTOBER 2, 2014** at **10:00 a.m.**, at the Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, Nevada 89106. If your firm is unfamiliar with the County Bid Submittal procedures and would like to obtain training on the submittal process for this Bid, please contact Adriane Garcia, Sr. Purchasing Analyst, at (702) 455-2733 no later than **WEDNESDAY, OCTOBER 1, 2014**, and a training session will be provided immediately following the pre-bid conference referenced above.

Bids will be accepted at the Clark County Government Center address specified above, on or before **OCTOBER 20, 2014** at **3:00:00 p.m.** based on the time clock at the Clark County Purchasing and Contracts front desk.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review-Journal
SEPTEMBER 19, 2014

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I – INSTRUCTION TO BIDDERS

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

1. INTENT OF INVITATION

This Contract for the support of the water treatment systems of Clark County and Clark County Water Reclamation District. SUCCESSFUL BIDDER shall be responsible for adding chemicals as needed, testing, set and adjusting automatic and manual feeds to keep chemical levels at appropriate concentrations for proper test levels. In addition, SUCCESSFUL BIDDER shall work with both agencies' in-house staff to maintain continuous and efficient water side operation and management of all primary condenser chiller/cooling towers, boiler loop hydronic heating and the chiller evaporator hydronic cooling systems.

The primary purpose of the Bid is to: Supply the chemical mixture; Deliver the chemical mixture to designated locations; Test the chemical mixture, as necessary; and Prepare and submit Reports, as outlined below. There are line items for the delivery of all chemicals, all testing re-agents and supplies, all log sheets for fully functional water chemistry tracking and the inspection of each chemical feed station. There are separate line items for the purchase and delivery of additional chemicals as required and for the labor and materials for any repair or replacement of water system components.

2. DEFINITIONS

- A. **Addendum:** A written document issued by COUNTY, via the Purchasing and Contracts Division, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **BCC:** The Clark County Board of County Commissioners.
- C. **Bid (Bidder):** An offer, in response to a solicitation by COUNTY, to supply goods or services at a specific price and within a specified time period.
- D. **Bid (COUNTY):** A competitive solicitation by COUNTY to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- E. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to COUNTY with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- F. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- G. **Bidder(s):** A supplier who submits a bid to COUNTY.
- H. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- I. **CONTRACT:** Contract documents include the Bidding Documents, SUCCESSFUL BIDDER'S Bid Form, all Addenda, SUCCESSFUL BIDDER'S bonds and insurance and Notice of Award letter.
- J. **COUNTY:** The term used throughout these documents to mean County of Clark, Nevada. Under this effort, Clark County Water Reclamation enjoys the same rights and remedies afforded COUNTY as stated herein. Clark County Water Reclamation will issue its own administration documents with regards to award, renewal, price increases, etc., as well as its own purchase orders for the line items in the Bid Form that pertain to that agency.
- K. **Delivery:** Is defined as dropping of chemicals at the designated drop off locations.
- L. **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.
- M. **Governing Body:** Used throughout these documents to mean the Clark County Board of Commissioners.
- N. **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.
- O. **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.

- P. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- Q. **Property:** COUNTY'S individual building or central plant where chemical water treatment is performed under this specification.
- R. **Purchasing Administrator:** The Clark County Purchasing Administrator or their designee responsible for the Purchasing and Contracts Division.
- S. **Purchase Order:** The formal authorization by COUNTY for seller to provide goods or services to COUNTY. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.
- T. **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.
- U. **Rural:** Clark County has sites outside of the contiguous Las Vegas Valley which include, but are not limited to: Laughlin and Spring Mountain Youth Camp.
- V. **SDS – Safety Data Sheet:** the product safety sheet. This documentation should also accompany all deliveries.
- W. **Service Call / Repair:** Is defined as working or repairing chemical metering or chemical monitoring equipment. Or, is defined as corrective actions required to ensure proper operation of existing equipment, up to and including replacing of water treatment equipment.
- X. **Site:** A separate location of a single property, or a designated group of properties in a single area. Chemicals shall be delivered to the facilities / sites listed on the Bid Form. COUNTY reserves the right to change the delivery locations with 48-hour notification to SUCCESSFUL BIDDER.
- Y. **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.
- Z. **Technical Representative:** SUCCESSFUL BIDDER'S staff.
- AA. **Urban:** This includes the contiguous urban Las Vegas Valley.

3. DESIGNATED CONTACTS

For questions pertaining to this Invitation to Bid, please call Adriane Garcia, Sr. Purchasing Analyst, telephone number (702) 455-2733 or the Purchasing and Contracts Front Desk at (702) 455-2897. After award, the COUNTY designated contact will be Darren R. Daniels, Operations Manager, Real Property Management, telephone number (702) 455-2980. The Clark County Water Reclamation District contact will be Toby Kalkowski, telephone number (702) 668- 8310 and email: tkalkowski@cleanwaterteam.com.

4. CONTACT WITH COUNTY DURING BIDDING PROCESS

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

5. PREBID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions Bidders may have.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this bid, a written Addendum will be issued by COUNTY. COUNTY shall not be bound by any oral representations, clarifications, or changes made in the written requirements or specifications by COUNTY'S employees, unless such clarification or change is provided by COUNTY in written addendum form from the Purchasing and Contracts Division.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify COUNTY. COUNTY will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

- C. Addenda shall be available via mail, certified mail, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

7. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 455-2897 and request the Purchasing Front Desk to schedule your appointment.

8. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by COUNTY. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST."

9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

Bid Form, all required attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10. SUBCONTRACTOR INFORMATION

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

If there are any questions regarding **Attachment 1**, please contact Adleen Stidhum at telephone number (702) 455-7155.

11. DESCRIPTIVE LITERATURE

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

12. PRODUCTS

New Product:

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

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

13. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, 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, or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to COUNTY must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

14. SUBSTITUTIONS

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

- A. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures or dimensional drawings.
- B. Proof, satisfactory to COUNTY, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
- C. Equivalent items may be subject to performance testing.

15. TEST MODELS

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

16. ORDER QUANTITIES AND UNIT PRICING

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

17. DISCOUNT TERMS OF PAYMENT

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

Examples:

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

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

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

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

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

18. ADDITIONAL BIDS

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

19. DEVIATIONS TO TERMS AND CONDITIONS OR SPECIFICATIONS

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

20. DURATION OF OFFER

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

21. BIDDER'S REPRESENTATION

Each Bidder by submitting their Bid represents that:

- A. Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.
- B. Bidder is familiar with the local conditions under which the work is to be performed.
- C. **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

22. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. Bidders are requested to submit one (1) original and one (1) copy of the Bid Form and one (1) copy of all requested attachments unless otherwise specified. No responsibility will attach to COUNTY, 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 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. **FAXED OR ELECTRONICALLY SUBMITTED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for bids:

<u>HAND DELIVERY</u>	<u>U.S. MAIL DELIVERY</u>	<u>EXPRESS DELIVERY</u>
Clark County Government Center	Clark County Government Center	Clark County Government Center
Purchasing and Contracts Division, 4th Floor	Attn: Purchasing and Contracts, 4th Floor	Attn: Purchasing and Contracts, 4th Floor
500 South Grand Central Parkway	500 South Grand Central Parkway	500 South Grand Central Parkway
Las Vegas, Nevada 89106	P.O. Box 551217 Las Vegas, Nevada 89155-1217	Las Vegas, Nevada 89106

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier’s packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

23. COST TO PREPARE AND SUBMIT RESPONSE

All costs incurred in the preparation and submission of responses to this Invitation to Bid shall be the responsibility of the Bidder.

24. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Analyst in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

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

25. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

26. REJECTION OF BID

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

27. DISQUALIFICATION OF BIDDERS

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

A. Failure to use the specified Bid Form furnished by COUNTY.

- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

28. TIE-BIDS

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

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

29. NOTIFICATION OF INTENT TO AWARD

COUNTY will issue to all Bidders a formal letter of "Notification of Intent to Award." This notice will confirm COUNTY'S determination of the lowest responsive and responsible Bidder.

30. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Analyst, within five (5) business days after COUNTY issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst 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 BCC. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BCC and all documents MUST be submitted ten (10) calendar days prior to the BCC meeting. The decision of the BCC will be final. The BCC is not required to consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to COUNTY who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - (1) 25% of the total value of the bid submitted by Bidder filing the notice of protest; or
 - (2) \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards CONTRACT.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, 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 BCC, COUNTY may make a claim against the bond or other security in an equal amount to the expenses incurred by COUNTY 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.

31. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis, contingent upon the submission of all requested documents within the timelines specified, unless an extension is approved by COUNTY. Bidders must bid on all items to be considered responsive.

32. LETTER OF AWARD

Award of this bid will be by "Letter of Award" issued by the Purchasing and Contracts Division. CONTRACT shall include this Bid Document, any associated Addendums, and the Bid Form as signed by SUCCESSFUL BIDDER.

33. INITIAL TERM

The initial term of CONTRACT shall be from date of award through December 31, 2015.

34. CONTRACT RENEWAL

COUNTY reserves the option to renew CONTRACT for an additional three (3), one-year period(s) from its expiration date.

35. CONTRACT EXTENSION

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

36. INSURANCE

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

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

SUCCESSFUL BIDDER shall include the cost of the insurance coverage in its bid price(s). SUCCESSFUL BIDDER shall provide COUNTY with proof of insurance as specified within ten (10) business days after COUNTY request.

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

37. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY 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. COUNTY 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.

38. LIQUIDATED DAMAGES - INSURANCE / PERFORMANCE BOND SUBMITTAL

If SUCCESSFUL BIDDER does not provide the insurance or performance bond submittals on or before the 10th business day, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per business day as liquidated damages. If SUCCESSFUL BIDDER does not keep the insurance policy or performance bond in effect or allows them to lapse, SUCCESSFUL BIDDER will pay over to COUNTY the amount of \$100.00 per business day as liquidated damages.

39. OPERATIONAL SYSTEMS

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

40. ADDITIONAL BUILDINGS OR FACILITIES

Additional buildings or facilities may be added to CONTRACT by COUNTY. This shall include newly acquired or constructed building / facilities, after the manufacturer's warranty or new construction warranty has expired.

41. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in CONTRACT, other COUNTY departments may utilize the resulting CONTRACT upon approval by COUNTY Purchasing and Contracts Division. Each COUNTY Department or Division will issue a separate identifying Purchase Order.

42. COOPERATION BY SUCCESSFUL BIDDER(S)

SUCCESSFUL BIDDER may be required to cooperate or coordinate with other trades performing services on COUNTY'S property. This cooperation or coordination shall be deemed as part of SUCCESSFUL BIDDER'S performance under CONTRACT.

43. PRICE ADJUSTMENT REQUESTS

Commencing on the date of award, prices shall not be subject to change during the initial Contract 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 SUCCESSFUL BIDDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Administrator, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER per one-year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Producer Price Index (PPI): WPU061 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of PPI change or three (3) percent for an increase or decrease.

Suitable Proof:

Print-out of PPI index and calculated increase and Letter from Manufacturer/ Distributor

Discontinued Price Index: Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

Fixed Price:

Increases will apply only to products or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against PPI index.

Drastic Market Conditions:

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of CONTRACT, COUNTY may consider these increases in addition to the allowed increases, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding ten (10) percent. General industry correspondence with regards to market conditions are not suitable proof.

Price Decrease:

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial term and for any subsequent term(s) if the decrease exceeds ten (ten) percent of CONTRACT price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to COUNTY, COUNTY 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.

Distribution of Line Items: **Attachment 4**

If the price of an individual line item contains more than one element (i.e. labor, product or transportation) the Distribution of Line Item Price Form shall be completed for that line.

Multiple Line Items:

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

44. STATE OF NEVADA LEGAL HOLIDAYS

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

Martin Luther King's Birthday
 Presidents' Day
 Memorial Day
 Independence Day
 Labor Day
 Nevada Admission Day
 Veteran's Day
 Thanksgiving Day and the Friday After
 Christmas Day
 New Year's Day

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

II -GENERAL CONDITIONS

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

1. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

2. AUDITS

The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by COUNTY to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide COUNTY 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. AUTHORITY

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

4. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

5. CLARK COUNTY'S PROPERTY

All property owned by COUNTY and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as COUNTY'S property and adequately insured by SUCCESSFUL BIDDER for COUNTY'S protection. In the event that COUNTY'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 COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY request.

6. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

7. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

8. CONSUMPTION ESTIMATES

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

9. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, COUNTY 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 COUNTY 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 BCC or their authorized representative.

10. DISCLOSURE OF OWNERSHIP / PRINCIPALS

Any Bidder recommended for award of CONTRACT by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" form. The form shall be submitted to COUNTY within twenty-four (24) hours after request. Failure to fill out the subject form by Bidders shall be cause for rejection of the bid.

11. DRUG-FREE WORKPLACE

SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

12. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

13. FEDERAL, STATE, LOCAL LAWS

All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

14. FISCAL FUNDING OUT

COUNTY reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If COUNTY 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.

15. FORCE MAJEURE

SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

16. GOVERNING LAW/VENUE OF ACTION

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.

17. GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

- A. Amendment
- B. General Conditions
- C. Addenda
- D. Instructions to Bidders
- E. Federal Requirements (If Applicable)
- F. Special Conditions
- G. Technical Specifications

18. INDEMNITY

SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold COUNTY 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 COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

19. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within thirty (30) calendar days of the delivery of the product or completion of the work. 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 COUNTY shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. Clark County Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number
- L. Clark County Work Order Number(s)

SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, COUNTY 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. INVOICE AUDITS

SUCCESSFUL BIDDER shall provide to COUNTY, within ten (10) business days of COUNTY'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by COUNTY'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 COUNTY. In the event that SUCCESSFUL BIDDER undercharged COUNTY, COUNTY shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged COUNTY, SUCCESSFUL BIDDER shall reimburse COUNTY within ten (10) business days. If overcharges are found, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

21. NON-DISCRIMINATION

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that COUNTY 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 expression, age, disability, national origin, or any other protected status, COUNTY may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

22. NON-ENDORSEMENT

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

23. OUT OF STATE SUPPLIERS

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

24. PARTIAL PAYMENTS

Partial payment requests will be accepted only at the sole discretion of COUNTY.

25. PATENT INDEMNITY

A. SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless COUNTY, 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 COUNTY, 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 COUNTY; provided that COUNTY or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY.

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

26. PUBLIC RECORDS

COUNTY 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 COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All bid documents are available for review following the bid opening.

27. PURCHASE ORDERS

The Purchasing and Contracts Division will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

28. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by COUNTY. 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 COUNTY'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.

29. SEVERABILITY

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

30. SUBCONTRACTS

Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of COUNTY. Approval by COUNTY of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by COUNTY 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 COUNTY caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

31. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of COUNTY 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 COUNTY. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

32. SUSPENSION BY THE COUNTY FOR CONVENIENCE

- A. COUNTY 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 COUNTY may determine.
- B. In the event COUNTY 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 COUNTY. Equitable adjustment shall be based on appropriated funds and approval by COUNTY.
- C. 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.

33. TAXES

COUNTY 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.

34. TERMINATION FOR CAUSE

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

35. TERMINATION FOR CONVENIENCE

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

36. TITLE AND RISK OF LOSS

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

37. USE BY OTHER GOVERNMENT ENTITIES

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

38. WARRANTY

SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

III - SPECIAL CONDITIONS

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

1. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

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

- A. SUCCESSFUL BIDDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned, it is SUCCESSFUL BIDDER'S responsibility to notify COUNTY, in writing, within ten (10) calendar days of the change;
- B. In order to demonstrate competence in the industry and an ability to provide an uninterrupted supply of chemical product, SUCCESSFUL BIDDER'S employees performing work on COUNTY'S equipment shall be Water Treatment Technicians. All Water Treatment Technicians shall meet the following qualifications: Acceptable work experience is considered to be documented experience in a position related to industrial water treatment with general responsibility for service of water treatment applications, technical support of service personnel and technical consulting in the field of industrial water treatment. The term industrial water treatment is defined as treatment of boiler and cooling water systems associated with manufacturing facilities or HVAC operations. In addition, acceptable work experience is considered to be documented work experience in the field of water treatment which includes the investigation of water treatment problems, the implementation of corrective control procedures, the servicing of water treatment applications, or teaching of water treatment technology, any of which should be at a level of responsibility requiring initiative, technical ability and independent judgment. The distinguishing characteristic should be considered to be the ability to deal creatively with a set of circumstances relating to water treatment problems and to deduce or synthesize a competent course of action;
- C. Copies of all certificates of factory or in-house training classes for SUCCESSFUL BIDDER'S employees assigned to perform water treatment services on COUNTY'S equipment or property;
- D. Resumes of all employees that will be performing work on COUNTY'S building / facilities / equipment. SUCCESSFUL BIDDER'S employees must have a minimum of five (5) years of experience in the water treatment industry as described above in Paragraph B;
- E. Name, address and phone number of three (3) firms, including government agencies, in the Las Vegas, Nevada area for which SUCCESSFUL BIDDER is currently performing for or has performed services specified in this Bid;
- F. Copies of the last calibration reports for all gauges and test equipment to be used on COUNTY'S equipment from a national certified testing facility. After this initial submittal, copies of the annual calibration reports shall be submitted thirty (30) calendar days prior to contract renewal;
- G. Product data sheet and Material Safety Data Sheet (MSDS) sheets for all products bid;
- H. Completed Attachment 4, Distribution of Line Item Price
- I. Completed "Disclosure of Ownership" form; and
- J. A copy of current applicable Clark County Business License.

2. ENGLISH SPEAKING REPRESENTATIVE

COUNTY requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language on site at all times during the hours that service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3. SERVICE WORKERS' BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

SUCCESSFUL BIDDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate.

All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny SUCCESSFUL BIDDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. COUNTY further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

Failure to follow this procedure may result in termination of CONTRACT.

4. SERVICE PROVIDER REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees performing under this contract shall be a Water Treatment Technician as described on Page III-1, Section 1, Paragraph B and qualified in the installation, calibration and operation of chemical monitoring and control equipment, meeting industry standards and using all reasonable care and acceptable workman like practices.
- B. SUCCESSFUL BIDDER'S employees assigned to perform under this contract must have at least five (5) years of experience. Replacement employees must also meet the five (5) years of experience qualification unless SUCCESSFUL BIDDER receives a waiver in writing from COUNTY to approve an employee with less than five (5) years of experience.;

5. LOCAL FACILITY

A. Service Station

SUCCESSFUL BIDDER shall maintain a local service station. The station shall be capable of (servicing, repairing and installing component parts, troubleshooting, repairing and maintaining) COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

6. DELIVERY OF SERVICES

- A. Monthly Service - SUCCESSFUL BIDDER shall complete monthly service delivery calls within forty-eight (48) hours of notice that a facility requires chemicals. SUCCESSFUL BIDDER shall be responsible for ensuring that all facilities are supplied the appropriate quantity of necessary chemicals each month to satisfy the Technical Specifications of the contract.
- B. Chemical Deliveries Outside of Monthly Service - SUCCESSFUL BIDDER shall maintain the necessary inventory of chemicals required to meet the performance timeframes of the contract. COUNTY recognizes the vast variation of chemicals required to maintain numerous buildings and facilities for COUNTY. If a repair or replacement service or chemical delivery outside of the monthly scheduled service requires overnight shipping to meet the performance timeframes of the contract, SUCCESSFUL BIDDER shall obtain approval, in the form of an e-mail or fax, from COUNTY'S designated representative in order for shipping to be reimbursed. The invoice shall breakout, chemicals and/or parts shipping in this case. COUNTY will only pay shipping for the items pertinent to the referenced service. SUCCESSFUL BIDDER shall complete service delivery calls within forty-eight (48) hours after being notified by COUNTY that a facility requires additional chemicals. If service delivery cannot be completed within the forty-eight (48) hour timeframe, SUCCESSFUL BIDDER shall notify COUNTY in writing, e-mail or fax and include estimated time of completion. Additional time for delivery will be at COUNTY'S discretion and approval.

7. F.O.B. DESTINATION - FREIGHT PRE-PAID

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

8. PARTIAL SHIPMENTS

Partial shipments may be permitted.

9. INSTALLATION

SUCCESSFUL BIDDER shall be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for SUCCESSFUL BIDDER shall be present during installation, at no charge to COUNTY.

10. FAILURE TO DELIVER

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

11. DAMAGED OR DEFECTIVE PRODUCTS

SUCCESSFUL BIDDER shall replace, at no cost to COUNTY, damaged or defective products within twenty-four (24) hour(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

12. HOURS OF SERVICE

A. Normal business hours for SUCCESSFUL BIDDER'S Service Station shall include at minimum Monday through Friday, 8:00 a.m. to 5:00 p.m. PST.

B. During the hours of hours of 5:01 p.m. to 7:59 a.m. PST Monday through Friday, weekends and holidays, COUNTY'S Departments and SUCCESSFUL BIDDER shall coordinate service through COUNTY'S Operation's Work Order Control Desk at (702) 455-8580 or Clark County Detention Center at (702) 671-3930 respectively, or other representative as designated by COUNTY. This is to ensure access to COUNTY'S facilities and the least disruption to COUNTY operation at all locations.

13. LABOR AND MATERIAL LINE ITEMS

All Invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed.

All invoices reflecting labor for call out services or repairs shall be prorated to the nearest fifteen (15) minute increment.

Materials are to be billed at cost plus not to exceed fifteen (15) percent. Invoices shall reflect the breakout of labor and SUCCESSFUL BIDDER'S cost for material plus allowable percentage mark up.

All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of actual time billed at the hourly rates contained herein plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

Ex. (current CONUS rate) \$0.55 x 50 miles = \$27.50

Chemicals Outside of Monthly Schedule – COUNTY may require chemical deliveries outside of the normal monthly schedule when COUNTY equipment is repaired / replaced and the chemical mixture must be replenished. Chemicals shall be delivered within forty-eight (48) hours of COUNTY'S request. Unit pricing for these chemicals listed in **Attachment 5** of this bid and should be inclusive of all associated costs including travel for delivery within the contiguous Las Vegas Valley. For deliveries outside of the contiguous Las Vegas Valley area, COUNTY will pay additional mileage costs per the CONUS rates incorporated herein.

14. LABOR

SUCCESSFUL BIDDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to COUNTY.

15. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any SUCCESSFUL BIDDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

16. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL BIDDER shall furnish, at SUCCESSFUL BIDDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

17. SUPPLIER'S STOCK

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 maximum delivery time period(s) as specified in this bid.

18. SAFETY REQUIREMENTS

The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of repairs or maintenance 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. COUNTY 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 COUNTY'S representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to COUNTY.

19. RESPONSIBILITY FOR WORK SECURITY

- A. SUCCESSFUL BIDDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL BIDDER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. SUCCESSFUL BIDDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- B. SUCCESSFUL BIDDER shall comply with all applicable laws and regulations. SUCCESSFUL BIDDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve SUCCESSFUL BIDDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL BIDDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. SUCCESSFUL BIDDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

20. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by SUCCESSFUL BIDDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls, being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

21. INGRESS AND EGRESS OF FACILITIES

SUCCESSFUL BIDDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. SUCCESSFUL BIDDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

22. KEYS / ACCESS CARDS

SUCCESSFUL BIDDER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL BIDDER or SUCCESSFUL BIDDER'S employees. SUCCESSFUL BIDDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative.

SUCCESSFUL BIDDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL BIDDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL BIDDER shall be responsible for all costs associated with replacing these items.

23. DAMAGE TO COUNTY PROPERTY

SUCCESSFUL BIDDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL BIDDER shall replace or repair the same at no cost to COUNTY. If damage caused by SUCCESSFUL BIDDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due SUCCESSFUL BIDDER.

24. PERFORMANCE REQUIREMENTS

A. COUNTY considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein, and MSDS and OSHA regulations. When, in the opinion of SUCCESSFUL BIDDER, COUNTY is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify COUNTY and make recommendations to bring the buildings and facilities up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such. The SUCCESSFUL BIDDER should make recommendations and implement process to help reduce the total cost of operations of equipment and increase overall sustainability.

B. All services performed, parts or material installed and equipment used in the performance of services under this contract shall be subject to inspection and testing by COUNTY to insure compliance with contract and industry standard.

C. Any services performed that are deemed by COUNTY not in conformity with the specifications of this contract or industry standard shall require SUCCESSFUL BIDDER to perform services again within forty-eight (48) hours of notice received from COUNTY at no additional cost to COUNTY. Consistent sub-standard performance and/or quality of work may result in the termination of this contract. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of SUCCESSFUL BIDDER'S employees from performing work on COUNTY'S property. SUCCESSFUL BIDDER shall not charge processing fees for any warranty related work.

D. WORK PLAN

Immediately following award, SUCCESSFUL BIDDER shall develop a maintenance work plan for each of COUNTY'S facilities containing specified equipment. This work plan shall include at minimum, dates of performance of Annual Inspections, Monthly Operating Inspection and any other services deemed necessary in accordance with manufacturer's suggested preventive maintenance plan as required for each piece of equipment. The work plan shall include the dates of last service, the dates of next service, the time required to complete service in hours and the name of the technician(s) who will perform the service.

COUNTY'S representative will assist SUCCESSFUL BIDDER in obtaining a list of the actual equipment housed in each facility and the contact information for COUNTY'S representative assigned to each facility for the purposes of CONTRACT.

The work plan shall be a living document that is continuously updated and shared with COUNTY for the duration of CONTRACT.

E. SERVICE LOGS AND SERVICE TICKETS

SUCCESSFUL BIDDER shall maintain in each of COUNTY'S facilities a hardbound "log" book of all services performed on the equipment housed at that facility including but not limited to, a comprehensive history of all inspections, incidents, adjustments, all services and repairs. All log books are to remain at COUNTY'S facility at all times. SUCCESSFUL BIDDER shall be responsible for ensuring that all log entries are comprehensive and legible. All log books and their contents are the property of COUNTY and are open to inspection at any time.

SUCCESSFUL BIDDER shall, on a weekly basis for the duration of the term of CONTRACT, provide COUNTY with a hard copy of all service tickets for both scheduled and unscheduled service that is performed under CONTRACT. SUCCESSFUL BIDDER shall provide COUNTY all service tickets electronically within twenty-four (24) hours of completion of service.

F. WORK ORDERS

SUCCESSFUL BIDDER shall be issued work orders by COUNTY'S Facilities Help Desk. The work order in conjunction with a valid purchase order shall serve as CONTRACTOR'S authorization to perform services.

Preventative Maintenance work orders shall be issued for the performance of services in accordance with the Service Specifications contained herein as well as the Preventative Maintenance Work Plan developed by SUCCESSFUL BIDDER.

In the event additional services or repairs outside of those listed in the Service Specifications are required, SUCCESSFUL BIDDER shall provide COUNTY'S authorized representative with a quote for the services in accordance with the labor rates and material costs structure contained herein. Upon approval, COUNTY'S authorized representative will have a separate corrective work order issued authorizing the additional service(s) or repair(s) to be performed. After completion of ALL services, SUCCESSFUL BIDDER shall submit a copy of the completed work order(s) as back up to their invoice. The completed work order(s) shall consist of the notes indicating service(s) / repair(s) performed, the actual amount of time (hours/minutes) required to complete the service(s) / repair(s), date, name of technician, and any other pertinent information. All notes on work order form shall be comprehensive and legible. If work order contains illegible notes, a delay in the processing of invoices for payment may occur. All work orders shall be submitted to COUNTY within forty-eight (48) hours of completing services or repairs.

25. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require SUCCESSFUL BIDDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

26. NORMAL RESPONSE TIME

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time COUNTY'S designated representative calls the 24-hour service. The response time for rural areas shall be four (4) hours from the time designated representative calls the 24-hour service. If requested at time of call out or call back, SUCCESSFUL BIDDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative.

COUNTY will provide SUCCESSFUL BIDDER with a list of designated COUNTY'S employees authorized to request after hour services.

27. COMPLETION OF REPAIRS

- A. SUCCESSFUL BIDDER shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of CONTRACT. All invoices for repair services shall have a breakout for labor and materials costs separately. COUNTY recognizes the vast variation of parts required to maintain numerous buildings and facilities for COUNTY. If a service call or repair requires overnight shipping to meet the performance timeframes of CONTRACT, SUCCESSFUL BIDDER shall obtain approval, in the form of an e-mail or fax, from COUNTY'S designated representative in order for shipping to be reimbursed. The invoice shall breakout, labor, parts, and shipping in this case. COUNTY will only pay shipping for the items pertinent to the referenced service call or repair.
- B. SUCCESSFUL BIDDER shall complete service calls or repairs within twenty-four (24) hours after being notified by COUNTY that a building or facility requires service. If service call or repair cannot be completed within twenty-four (24) hours, SUCCESSFUL BIDDER shall notify COUNTY in writing to include estimated time of completion. In these instances, COUNTY reserves the right to procure services from another Supplier. Any additional costs incurred by COUNTY above and beyond SUCCESSFUL BIDDER'S price will be credited to COUNTY on SUCCESSFUL BIDDER'S next invoice.
- C. SUCCESSFUL BIDDER shall ensure that should service call or repair not be completed in a timely manner, SUCCESSFUL BIDDER shall secure the building or facility until such a time as repair / services can be completed. At all times, SUCCESSFUL BIDDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.

28. BUILDING SECURITY

SUCCESSFUL BIDDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL BIDDER responsible for all losses of COUNTY property.

29. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL BIDDER'S employees are not allowed to open any doors for anyone.

30. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to SUCCESSFUL BIDDER, COUNTY will give instructions to SUCCESSFUL BIDDER as to the proper use and procedures of the alarm system. After that time, SUCCESSFUL BIDDER shall be responsible for the proper utilization of the alarm system during the time they are performing any after-hours services. In the event the alarm is activated through the negligence of SUCCESSFUL BIDDER, any charges billed to COUNTY for the false alarm shall be charged back to SUCCESSFUL BIDDER in the form of a credit against their monthly invoice.

31. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL BIDDER by COUNTY. SUCCESSFUL BIDDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL BIDDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to SUCCESSFUL BIDDER become lost or stolen, or otherwise compromised, SUCCESSFUL BIDDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL BIDDER'S expense.

32. TRAINING

SUCCESSFUL BIDDER shall provide formal and "hands-on" training periodically, for at least thirty-two (32) hours annually, for approximately twenty (20) employees. Training shall be provided to COUNTY'S personnel by a qualified factory representative or SUCCESSFUL BIDDER'S personnel. SUCCESSFUL BIDDER shall thoroughly train COUNTY'S personnel on all chemicals provided under the contract, the implementation and control of the programs, to include the skills and knowledge needed to monitor the programs. For formal classroom training, COUNTY will furnish the appropriate training facilities for the classroom portion of the training. SUCCESSFUL BIDDER shall provide COUNTY with a minimum of four (4) weeks advance notice for the formal training and any classroom facilities needed. SUCCESSFUL BIDDER shall submit formal training agenda to COUNTY for prior approval. SUCCESSFUL BIDDER shall provide demonstrations on any Replacement Parts or on any device requiring software programming purchased by COUNTY. Cost for this training program is a separate line item on the Bid Form.

33. INVOICING REQUIREMENT

SUCCESSFUL BIDDER shall be required to set up separate accounts for each department that sends a Purchase Order throughout the Bid term. Purchase Orders will typically be sent out when the Bid is awarded and thereafter, at the beginning of the COUNTY'S fiscal year, July 1st. All Purchase Orders sent to SUCCESSFUL BIDDER shall identify the department for which the account shall be set up and list the location where associated invoices shall be sent.

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, COUNTY is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

SUCCESSFUL BIDDER shall submit a separate invoice for the Monthly Service. Each Invoice shall contain the Delivery Location, Monthly Cost and Work Order No supplied by COUNTY, and the Purchase Order No.

SUCCESSFUL BIDDER shall submit a separate invoice for chemicals, parts and/or labor required for services outside of the Monthly Schedule. Invoicing structure should reflect the name of the Chemical, Quantity, and Unit Price as Listed in Attachment 5, Actual Time and Labor Rate used from Bid Form, Delivery Location, Work Order No. supplied by COUNTY, Purchase Order No. and mileage to be reimbursed per the CONUS rate if applicable. SUCCESSFUL BIDDER shall present their purchase invoice for all parts listed in SUCCESSFUL BIDDER'S invoice.

COUNTY shall set up a monthly Work Order for each site. SUCCESSFUL BIDDER shall include the Work Order(s) number on the Invoice.

34. REPORTS

A. Monthly Chemical Analysis Report

1. SUCCESSFUL BIDDER shall submit a Monthly Chemical Analysis Report at the end of each month. The Reports are due to COUNTY'S designated representative within fifteen (15) working days following the end of the reporting period. All Reports shall be sent to Operations Manager, 500 S Grand Central Pkwy, Central Plant, Las Vegas, NV 89155.
2. The Usage Reports shall be provided in electronic format (PDF file acceptable).
3. The Report format and content will be discussed at the Contract Kick-Off Meeting between COUNTY and SUCCESSFUL BIDDER following award. A sample of the report format is attached as Exhibit A – Clark County Field Analysis report for Water Treatment to this bid document.

B. Quarterly Corrosion Rate Report

1. To begin ninety (90) days after award and then quarterly thereafter, SUCCESSFUL BIDDER shall supply COUNTY with coupons data for COUNTY'S existing coupon racks. Systems that are off line and drained are not studied during dry lay-up time. The circulation state of the coupons study will be taken into account for evaluation purposes.

If COUNTY requires the purchase and/or installation of additional coupon racks, COUNTY will request a quote for time and material to be provided in accordance with the rates reflected in the Bid Form, from SUCCESSFUL BIDDER.

2. COUNTY requires biological counts to be maintained at level of 10,000 colonies/ml or less and corrosion rates of 1.0 mils/yr. or less for mild steel and 0.1 mils/yr. or less for copper.

35. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL BIDDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of CONTRACT are provided as specified. SUCCESSFUL BIDDER shall provide a copy of their QCP to COUNTY at CONTRACT kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or COUNTY points out the deficiencies. The program shall include but not be limited to the following:

- A. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in CONTRACT. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL BIDDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
- B. A local file of all inspections conducted by SUCCESSFUL BIDDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of CONTRACT. COUNTY may compare inspections performed by SUCCESSFUL BIDDER'S inspectors against actual conditions which exist at that point in time; and
- C. Failure by SUCCESSFUL BIDDER to implement the approved plan and pursue it diligently from the commencement of CONTRACT may result in termination of CONTRACT.

36. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

37. ANNUAL CONTRACT CLOSE-OUT PROCEDURE

At least sixty (60) calendar days prior to the completion of CONTRACT'S initial term and any renewal terms thereafter, COUNTY will:

- A. Inspect the maintenance work, logs and other records to determine if work is complete and in compliance with CONTRACT;
- B. Schedule an inspection with SUCCESSFUL BIDDER. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion prior to completion of CONTRACT. The punch list shall include comments made by COUNTY; and
- C. Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to SUCCESSFUL BIDDER. Upon distribution of the punch list items to SUCCESSFUL BIDDER, establish a timeline for completion of items appearing on the "punch List".

Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of SUCCESSFUL BIDDER'S receipt of the "punch list" unless written approval from COUNTY is provided. When all punch list items are completed, SUCCESSFUL BIDDER shall notify COUNTY in writing who will conduct another inspection and verify completion.

Failure of SUCCESSFUL BIDDER to complete any items on the "punch list" within the stated timeframe may be cause for assessment of liquidated damages.

38. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. SUCCESSFUL BIDDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the chemical mixture audit determine that performance by SUCCESSFUL BIDDER has been below the industry standard or not in compliance with the terms and conditions of CONTRACT, COUNTY reserves the right to seek reimbursement of the third party inspection costs from SUCCESSFUL BIDDER. Failure of SUCCESSFUL BIDDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

39. DISPUTES

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

40. PROBLEM RESOLUTION ESCALATION PLAN

- A. Maintenance Supervisor for COUNTY'S respective property.
- B. Maintenance and Operations Supervisor for the respective Maintenance Supervisor.
- C. Manager of Operations.

41. LIQUIDATED DAMAGES - COMPLETION OF CONTRACT

In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, SUCCESSFUL BIDDER shall pay to COUNTY, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY 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.

42. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of CONTRACT, COUNTY will administer a Contract Performance Customer Survey Questionnaire to be completed by both end using departments and SUCCESSFUL BIDDER. This survey serves as a vehicle for COUNTY to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL BIDDER'S performance.

43. AIR POLLUTION

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.

44. STORAGE OF MATERIALS

SUCCESSFUL BIDDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

45. CLEANING UP

SUCCESSFUL BIDDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL BIDDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL BIDDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL BIDDER shall leave the premises and work site in a neat, clean and safe condition. In the event of SUCCESSFUL BIDDER'S failure to comply with the foregoing, COUNTY may accomplish the same at SUCCESSFUL BIDDER'S expense.

46. ASBESTOS AWARENESS

OSHA 1926.1101(k)(9)(vi) Training for employees performing Class IV operations shall be consistent with EPA requirements for training of local education agency maintenance and custodial staff as set forth at 40 CFR 763.92(a)(1). Such a course shall include; 1. Available information concerning the locations of thermal system insulation and surfacing ACM/PACM and asbestos-containing flooring material, or flooring material where the absence of asbestos has not yet been certified; and 2. Instructions in recognition of damage, deterioration, and delamination of asbestos containing building materials. Such course shall take at least two (2) hours.

You are required to provide a copy of the training certificate for the completed course for each employee working on this Bid.

Free classes are offered by OSHA at their Henderson, NV office for up to five people at a time. More information is available at <http://www.4safenv.state.nv.us/> .

Asbestos-Containing Material (ACM) will be pointed out either during the pre-bid walk-through or the post-award walk-through. A summary of a comprehensive interior asbestos survey will be added as an Exhibit to this Bid describing asbestos containing materials in each building.

IV - SERVICE SPECIFICATIONS

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

1. REQUIREMENTS

- A. SUCCESSFUL BIDDER'S employees shall be familiar with each component of the treatment chemicals to be applied.
- B. The treating of listed properties is the responsibility of SUCCESSFUL BIDDER. COUNTY'S staff will monitor the Water Treatment Program periodically, but only for the purpose of duplicating the testing and monitoring what has already been done by SUCCESSFUL BIDDER. SUCCESSFUL BIDDER shall provide the Monthly Chemical Analysis Report.
- C. Biological activity in these systems is the primary cause of system failures and shall be monitored carefully and completely by SUCCESSFUL BIDDER. COUNTY will check open and closed wet hydronic systems for biological activity at least once per operating week. Within COUNTY'S or equipment manufacturer's water treatment specifications or procedures, SUCCESSFUL BIDDER shall take necessary action during the service visit to correct any deficiencies in the chemical product or water treatment process. COUNTY will perform the water treatment inoculation process and SUCCESSFUL BIDDER shall offer recommendations for improving the chemical water treatment product or equipment operation.
- D. Maximize operational efficiency of mechanical equipment, including but not limited to optimum heat transfer, optimum water flow, lowest water usage, reduced equipment maintenance (labor), longest equipment life, and lowest operating cost. This is accomplished by reducing system contamination; minimizing scale; corrosion; fouling; and microbiological growth, which create deposits on heat transfer surfaces;
- E. Existing or new installed water treatment controllers shall be fully automated to continuously monitor and respond to chemical level changes, chemical inventory, and biological upsets of the recirculated cooling tower water with little to not operator interaction. The water treatment controller shall be capable of wirelessly providing alarms to cellular phones and e-mail as well as providing remote connectivity to water treatment professionals, allowing for program and relay changes as needed for each site. Conductivity Controllers shall have pre-blowdown and lockout capabilities.
- F. COUNTY must approve all SUCCESSFUL BIDDER product changes prior to implementation of change. E-mail or fax submission is acceptable.

2. MONTHLY UNIT PRICING

Monthly Unit Pricing for each facility listed in the Bid Form shall include:

- A. All monthly chemicals and services, including delivery to the appropriate delivery site for each Facility.
- B. All Testing Re-agents and Supplies.
- C. SUCCESSFUL BIDDER shall perform monthly water sampling at all sites with the exception of Laughlin and the Spring Mountain Youth Camp (SMYC). These sites shall be on a per visit as needed bases, as these sites are small closed loop systems. COUNTY'S representative shall be present when SUCCESSFUL BIDDER performs water sampling(s). A definitive procedure shall be developed by COUNTY and SUCCESSFUL BIDDER cooperatively with in (30) days of award of Contract. See Exhibit A – Clark County Field Analysis report for Water Treatment attached to this bid document for example of requirements.
- D. Inspection of each chemical feed station and adjusting feed rate to maintain chemicals at optimum levels per location for various applications. Verification and calibration of automatic chemical controllers to standards for each site. Review and evaluate any weakness in the system which may affect keeping the loops or tower chemical levels at proper concentrations. Prior to proposing and offering updated solutions to chemical feed, blowdown, storage, and distribution system deficiencies.
- E. Monthly testing, delivery of chemicals and site visits will occur no less than once a month. However, based on these test, chemical feeder adjustments or additions shall occur when needed throughout the month to keep the systems within acceptable levels. Should the levels remain low, SUCCESSFUL BIDDER shall propose solutions to COUNTY to resolve any issue(s).
- F. COUNTY in-house staff or third party consultant may test the system to assure chemical levels are correct. Based on any variances from normal parameters; a work order will be issued to have SUCCESSFUL BIDDER respond and perform the corrective action required.

3. PROGRAM CONTROL SYSTEM

A. CONDUCTIVITY CONTROLLER with BIOCIDES PROGRAMS

1. Manufacturers: Conductivity/Biocide Controllers
 - a) Submit manufacture's data to confirm compliance with Section 1. E.
2. Packaged monitor controller with solid state circuiting, on-off switch and/or light, control function lights, output to control circuits, five minute timers for both inhibitor feed and bleed off, with continuous biocide injection capability. These controllers shall be accessible via internet connection and provide automatic data reports weekly to COUNTY. These controllers shall also contain programmable dual biocide relays to automate the oxidizing and non-oxidizing biocide feeds. Each biocide relay shall contain a pre-blowdown time and a blowdown lockout time feature to ensure the correct holding time for the biocide.

B. AUTOMATED CHEMICAL INHIBITOR CONTROLLER

1. These controllers shall maintain inhibitor feed and input into Conductivity Controller for statistical data collection and be able to download directly via laptop connection or internet download. These controllers shall be continuous monitoring feedback controllers. Four such controllers will be provided. **The use of water meters as a form of control or part of a feed forward control system is not permitted. Chemical feed based on bleed time will not be permitted.**

C. MANUAL CHEMICAL INHIBITOR CONTROLLER

1. Manual controllers in place shall maintain inhibitor feed and be able to automatically feed chemicals into system as programmed. Manual controllers shall be monitored as needed but no less than weekly. Manual controllers will be scheduled to be replaced when needed by automated chemical controllers.

4. PERFORMANCE

A. Acceptable performance for the following systems shall be defined as follows:

1. For Evaporative Cooling Towers, acceptable performance shall be corrosion rates of 1.0 Mils/yr. or less for mild steel and 0.1 Mils/yr. or less for copper; and, tower counts of 10,000 of total aerobic bacterial colonies per ml or less, AND clean heat transfer surfaces with no pitting as recommended by COUNTY'S water consultant.
2. For Closed systems, acceptable performance shall be corrosion rates of 0.5 Mils/yr. or less for mild steel and 0.1 Mils/yr. or less for copper; and, counts of 1,000 of total aerobic bacterial colonies per ml or less; and, clean heat transfer surfaces with no pitting as determined by COUNTY'S water consultant.
3. Should the systems chemical levels be deficient for two consecutive months, payment may be withheld until brought up to the acceptable levels as specified.

B. Current equipment at each of COUNTY'S locations may not be what SUCCESSFUL BIDDER recommends for their products and meets the requirements of Section 1.E. SUCCESSFUL BIDDER may be responsible for the installation of new systems / equipment which meet COUNTY'S standards. Costs associated shall be billed using the labor rates and parts pricing structure of included in this Bid.

C. In the event that new chemical feed equipment is required, SUCCESSFUL BIDDER shall provide COUNTY with schematic and wiring diagram for the installation of this equipment and support of COUNTY'S internet and wireless platform. When requested by COUNTY, SUCCESSFUL BIDDER shall provide training on the newly installed chemical feed equipment. If requested training is in excess of the required thirty-two (32) hours annually, then training shall be billed on the same invoice with the time and material costs for installation. Training is to be billed in terms of actual time using the "Training" labor rate listed in Bid Form. COUNTY will only pay this invoice line item upon verification that training was actually received.

D. SUCCESSFUL BIDDER shall be responsible for removing all non-permanent chemical containers and shall be responsible for removing their own unused chemicals (if so directed) at anytime following the end of the contract period. SUCCESSFUL BIDDER shall contact COUNTY to make arrangement to remove SUCCESSFUL BIDDER'S equipment. SUCCESSFUL BIDDER shall keep a complete Water Treatment Manual at each site, which includes the following sections:

1. Program Overview and Description and SDS of each product;
2. System Control Charts and Daily Log sheets;
3. Monthly Chemical Analysis Reports;

4. Corrective Action Flow Chart to assist operators in recognizing water-related problems and their associated corrective action; and
5. Phone numbers, beeper numbers, voice mail numbers etc. of the Primary Treatment Rep.; Supervisor; and Emergency Hot Lines.

5. TOWER WATER TREATMENT OPEN SYSTEM

Water treatment method to use at COUNTY's request for open cooling tower systems is detailed below. A performance guarantee shall be implemented that the SUCCESSFUL BIDDER shall be responsible for the labor, equipment and chemical to clean any equipment fouled due to poor water treatment. The water treatment program shall prevent fouling of the treated water systems which include cooling towers, cell decks, fill, spray heads, sumps, pumps, piping, chiller's condenser tubes and end bells.

A. Inhibitor:

MOLYBDENUM / PHOSPHONATE (PBTC) / POLYMER / AZOLE Based with a minimum of 3-5 PPM as Phosphonate

Within thirty (30) days of award of Contract, SUCCESSFUL BIDDER shall provide COUNTY with a list of equipment and techniques SUCCESSFUL BIDDER uses to:

1. Provide Min/Max. control levels in PPM, active ingredients as fed, container size, material & type.

B. Dispersant - Liquid:

1. SUCCESSFUL BIDDER shall use the one-drum water treatment approach.
2. SUCCESSFUL BIDDER shall complete a Dispersant Form (provided by SUCCESSFUL BIDDER), which details the dispersant components, if separate or if the inhibitor method is use with the one drum treatment program.

C. Biocide Treatment Method

1. SUCCESSFUL BIDDER shall treat at 1/6 pound 93% hydantoin (or better) product per 1000 gallons, fed twice per week. The treatment shall be applied over a four (4) hour period providing between 0.9 and 1.0 ppm free halogen residual, as chlorine, during that period.
 - a. Provide Min/Max. levels in parts per million (ppm), active ingredients as fed, container size, material & type, and recommended dosage schedule in days (i.e. Mon. & Thurs. adds).
 - b. Liquid bromine donor may be substituted at 80 – 100 ppm of 11% bromine chloride, and must achieve the identical residuals as compared to the specified product technology.

D. Provide a certified Legionella testing on each open water system on an annual basis. Provide a Microbiological Analysis on each open system on a semi-annual basis. Monitor Total Aerobic Bacteria levels and effectiveness of corrosion inhibitor monthly.

E. SUCCESSFUL BIDDER shall inspect all contracted cooling towers visually to examine for biological growth, foam, sludge and report any cooling tower deterioration a minimum of once every thirty (30) days.

F. Documentation:

1. Any time SUCCESSFUL BIDDER is on site performing water treatment tests, SUCCESSFUL BIDDER shall provide chart listing control limits for all water treatment activities in the Field Analysis Report (Exhibit A), to include but not limited to:
 - a. Measurable treatment levels;
 - b. Product component concentrations developed;
 - c. "City water make-up;"
 - d. pH;
 - e. Include a copy of all tests performed by SUCCESSFUL BIDDER;
 - f. Note any troubleshooting instructions for each test parameter that COUNTY or its agents are required to perform;
 - g. Note contingency plans for lay ups, water loss, and loss of automatic feed control to ensure continued protection of the system.

6. CHILLED/CONDENSOR / BOILER/HEAT EXCHANGER CLOSED WATER SYSTEM TREATMENT

Water Treatment method to use at COUNTY'S request for all closed hydronics systems. SUCCESSFUL BIDDER shall implement the following chemical water treatment procedures including die if needed:

- A. Inhibitor: (MOLYBDENUM/POLYMER/AZOLE Based)
1. Provide treatment level for all components, recommended feed points, container size, material and type. Product should be free of all glycols and nitrite. Molybdenum levels should be a minimum of 100 PPM as Mo+6.
 2. Product must be compatible with Glycol in glycol treated systems.
 3. Upon COUNTY'S request, SUCCESSFUL BIDDER shall provide container size, material and type.
- B. Dispersant - Liquid:
1. SUCCESSFUL BIDDER shall use the one-drum water treatment approach. Upon COUNTY'S request, SUCCESSFUL BIDDER shall provide details of type of inhibitor used.
- C. Biocide Treatment Method
1. Upon COUNTY'S request, treat the system for 120 ppm or to the required treatment level as specified by COUNTY.
 2. Upon COUNTY'S request, SUCCESSFUL BIDDER shall provide container size, material and type.
- D. Documentation:
1. Any time SUCCESSFUL BIDDER is on site performing water treatment tests, SUCCESSFUL BIDDER shall provide chart listing control limits for all water treatment activities in the Field Analysis Report (Exhibit A), to include but not limited to:
 - a. Measurable treatment levels;
 - b. Product component concentrations developed;
 - c. "City water make-up;"
 - d. pH;
 - e. Include a copy of all tests performed by SUCCESSFUL BIDDER;
 - f. Note any troubleshooting instructions for each test parameter that COUNTY or its agents are required to perform;
 - g. Note contingency plans for lay ups, water loss, and loss of automatic feed control to ensure continued protection of the system.

CLARK COUNTY, NEVADA

V - BID FORM

BID NO. 603447-14

ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

Name of Firm

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

LOT 1 – CLARK COUNTY MONTHLY SCHEDULED SERVICE AND ANNUAL TRAINING

Item No.	Description	Unit	Monthly Cost		Quantity	Extended Total
1.	309 South Third Street (building) Equipment: 2 cooling towers w/1 chilled & 1 heating closed loop per tower, & 2 chemical controllers	Month	\$	X	12	\$
2.	Cambridge Community Center 3930 Cambridge St. Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
3.	Clark County Detention Center Central Plant 330 S. Casino Center Blvd. Equipment: 4 cooling towers w/1 chilled & 1 heating closed loop per tower, & 2 chemical controller	Month	\$	X	12	\$
4.	Clark County Government Center Central Plant 500 S. Grand Central Parkway Equipment: 3 Colling Towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
5.	Clark Place (building) 301 E. Clark Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
6.	Clark Place (parking garage) 300 E. Clark Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
7.	Cora Coleman Senior Center 2100 Bonnie Lane Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
8.	Desert Breeze Community Center 8275 Spring Mountain Rd.; Equipment: 1 cooling towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controllers	Month	\$	X	12	\$
9.	Desert Breeze Aquatic Center 8275 Spring Mountain Rd.; Equipment: 1 cooling tower, 1 chemical controller	Month	\$	X	12	\$
10.	Hollywood Recreation Aquatic Center 1580 S. Hollywood Blvd. Equipment: 2 Cooling Tower w/1 chilled & 1 heating closed loop per tower, & 2 chemical controller	Month	\$	X	12	\$
11.	Hollywood Recreation Center 1650 S. Hollywood Blvd. Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
12.	IT Building 1620 Pinto Lane Equipment: 2 Cooling Towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
13.	Laughlin Regional Justice Center 101 E. Laughlin Civic Dr. Equipment: closed chilled and heating system	Per Visit	\$	X	4	\$

LOT 1 – CLARK COUNTY MONTHLY SCHEDULED SERVICE AND ANNUAL TRAINING						
Item No.	Description	Unit	Monthly Cost		Quantity	Extended Total
14.	North Valley Complex Central Plant 4900 N. Sloan Lane Equipment: 2 cooling towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
15.	Paradise Community Center 4775 S. McLeod Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
16.	Pearson Community Center 1625 W. Carey Ave. Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop per tower, & 1 Chemical Controller	Month	\$	X	12	\$
17.	Pecos - Bonanza Campus – Central Plant 651 N. Pecos Equipment: 2 cooling towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
18.	Pecos – Bonanza Campus – Building C 601 N. Pecos Equipment: 2 cooling towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
19.	Phoenix Building 330 S. Third St. Equipment: 1 cooling Tower with 1 closed loop	Month	\$	X	12	\$
20.	Public Administrator Building 515 Shadow Lane Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
21.	Regional Justice Center (RJC) Central Plant 200 Lewis St.; Equipment: 3 cooling towers w/ 1 chemical feed system, 1 chilled loop, 1 heating loop and 1 closed dual loop	Month	\$	X	12	\$
22.	Robert (Bob) Price Community Center 2050 Bonnie Lane; Equipment: closed chilled and heating systems	Month	\$	X	12	\$
23.	Russell – Cameron Campus 4701 W. Russell Rd. Equipment: 3 Cooling Towers w/1 chilled & 1 heating closed loop per tower, & 1 chemical controller	Month	\$	X	12	\$
24.	Social Service 1600 Pinto Lane Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
25.	Spring Mountain Youth Camp (SMYC) 2400 Angel Peak Place Equipment: 3 closed heating system	Per Visit	\$	X	4	\$
26.	Walnut – Cecile Community Center 3075 North Walnut Rd.; Equipment: 1 Cooling Tower w/1 chilled & 1 heating closed loop, & 1 chemical controller	Month	\$	X	12	\$
27.	Wetlands Nature Center 6800 E. Russell Rd. Equipment: 2 cooling towers with 1 closed loop	Month	\$	X	12	\$
28.	Whitney Recreation Center 5712 E. Missouri Ave. Equipment: closed chilled and heating system	Month	\$	X	12	\$

LOT 1 – CLARK COUNTY MONTHLY SCHEDULED SERVICE AND ANNUAL TRAINING						
TRAINING						
Item No.	Description	Unit	Cost per Hour		Quantity	Extended Total
29.	Annual Training – a total of 32 hours, extended total equals hourly cost times 32 hours	Hours	\$	X	32	\$
LOT 1 TOTAL (TO INCLUDE THE EXTENDED TOTALS FOR LINE ITEMS 1 - 29)						\$

LOT 2 – BILLABLE HOURLY RATES FOR SERVICES AND ESTIMATED ANNUAL EXPENDITURES FOR PARTS, LABOR AND ADDITIONAL CHEMICALS									
Item No.	Skill Set	Shift	Hourly Rate	Quantity		Unit of Measure		Extended Total	
30.	Water Treatment Technician	Straight Time – defined as 6:00 AM to 6:00 PM PST Monday through Friday	\$	1	X	Hour	=	\$	
31.	Water Treatment Technician	Overtime – defined as 6:01 PM to 5:59 AM PST Monday through Friday and Saturdays	\$	1	X	Hour	=	\$	
32.	Water Treatment Technician	Sundays & COUNTY Holidays	\$	1	X	Hour	=	\$	
33.	COUNTY estimated annual expenditures for the purchase of parts and labor for equipment repair services. See Special Conditions, Section 13, Labor and Material Line Items and Line Items 30 - 32 of this Bid Form for pricing structure.								\$95,500.00
34.	COUNTY estimated annual expenditures for purchase of additional chemicals listed in Attachment 5.								\$47,000.00
LOT 2 TOTAL (TO INCLUDE THE EXTENDED TOTALS FOR LINE ITEMS 30 - 34)								\$	

LOT 3 – CLARK COUNTY WATER RECLAMATION MONTHLY SCHEDULED SERVICE AND ANNUAL EXPENDITURES FOR PARTS, LABOR AND ADDITIONAL CHEMICALS						
Item No.	Description	Unit	Monthly Cost		Quantity	Extended Total
35.	New Admin Bldg. 5857 East Flamingo Road Closed loop heating and chilled Open loop cooling towers (2)	Month	\$	X	12	\$
36.	Old Admin Bldg. 5857 East Flamingo Road Closed loop heating and chilled Open loop cooling tower (1)	Month	\$	X	12	\$
37.	Support Bldg. 5857 East Flamingo Road Closed loop heating and chilled Open loop cooling tower (1)	Month	\$	X	12	\$
38.	Central Plant Blower Bldg. 5857 East Flamingo Road Closed loop heating and chilled Open loop cooling tower (2)	Month	\$	X	12	\$
39.	AWT Lab Bldg. 5857 East Flamingo Road Closed loop heating and chilled Open loop cooling tower (3)	Month	\$	X	12	\$
40.	Solids Dewatering Bldg. 5857 East Flamingo Road Closed loop chilled	Month	\$	X	12	\$
41.	Clark County Water Reclamation estimated annual expenditures for the purchase of parts and labor for equipment repair services. See Special Conditions, Section 13, Labor and Material Line Items and Line Items 30 - 32 of this Bid Form for pricing structure.					\$18,000.00
42.	Clark County Water Reclamation estimated annual expenditures for purchase of additional chemicals listed in Attachment 5.					\$2,000.00
LOT 3 TOTAL (TO INCLUDE THE EXTENDED TOTALS FOR LINE ITEMS 35-42)						\$

BID GRAND TOTAL (TO INCLUDE THE LOT TOTALS OF LOTS 1 THROUGH 3) \$ _____

DISCOUNT TERMS OF PAYMENT:

_____%, _____ calendar days.

BIDDER'S LOCAL FACILITY

(If Bidder has multiple local facilities, please attach to bid submittal a list of this information for each facility)

CONTACT MANAGER OR ACCOUNT REPRESENTATIVE NAME

ADDRESS

CITY STATE, ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

ATTACHMENTS TO BID FORM

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

- 1. **Attachment 1**, Subcontractor Information, is attached.
- 2. **Attachment 5**, Unit Pricing for additional Chemicals, is attached.

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.**

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

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY, STATE ZIP

FAX NUMBER OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION:

CURRENT STATE LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

NEVADA CONTRACTOR'S LICENSE NUMBER: _____

DOLLAR LIMIT : _____

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE VET DVET 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.

that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES**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.

**ATTACHMENT 1
BID NO. 603447-14
ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM**

SUBCONTRACTOR INFORMATION

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

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

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE VET
 DVET ESB

No MBE, WBE, PBE, SBE, VET, DVET or ESB subcontractors will be used.

**ATTACHMENT 2
BID NO. 603447-14
ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM**

INSURANCE REQUIREMENTS

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

1. FORMAT / TIME

SUCCESSFUL BIDDER shall provide COUNTY with Certificates of Insurance, per the sample format (page 3-4), for coverage as listed below, and endorsements affecting coverage required by this bid within **ten (10) business days** after the award by COUNTY. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY 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. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation insurance coverage. SUCCESSFUL BIDDER'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

SUCCESSFUL BIDDER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to COUNTY. All policies must note that COUNTY 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.

5. DEDUCTIBLES

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

6. AGGREGATE LIMITS

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

7. COMMERCIAL GENERAL LIABILITY

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

8. AUTOMOBILE LIABILITY

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

9. WORKERS' COMPENSATION

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

10. FAILURE TO MAINTAIN COVERAGE

If SUCCESSFUL BIDDER fails to maintain any of the insurance coverage required herein, COUNTY 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. COUNTY may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

11. ADDITIONAL INSURANCE

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

12. DAMAGES

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

13. COST

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

14. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

15. INSURANCE FORM INSTRUCTIONS

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

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Description: Bid Number 603447-14 and Annual Requirements Contract for Water Treatment Program (must be identified on the initial insurance form and each renewal form).
8. Certificate Holder

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
9. Appointed Agent Signature to include license number and issuing state.

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, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

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

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

**ATTACHMENT 3
BID NO. 603447-14
ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM**

**AFFIDAVIT
(ONLY REQUIRED FOR A SOLE PROPRIETOR)**

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 603447-14, entitled Annual Requirements Contract for Water Treatment Program;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County 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

**ATTACHMENT 4
 BID NO. 603447-14
 ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM**

DISTRIBUTION OF LINE ITEM PRICE

Item No.	Description	% Labor		% Product		% Transportation		% Other		Total
1.	309 South Third Street (building)	%	+	%	+	%	+	%	=	100%
2.	Cambridge Community Center	%	+	%	+	%	+	%	=	100%
3.	Clark County Detention Center Central Plant	%	+	%	+	%	+	%	=	100%
4.	Clark County Government Center Central Plant	%	+	%	+	%	+	%	=	100%
5.	Clark Place (building)	%	+	%	+	%	+	%	=	100%
6.	Clark Place (parking garage)	%	+	%	+	%	+	%	=	100%
7.	Cora Coleman Senior Center	%	+	%	+	%	+	%	=	100%
8.	Desert Breeze Community Center	%	+	%	+	%	+	%	=	100%
9.	Desert Breeze Aquatic Center	%	+	%	+	%	+	%	=	100%
10.	Hollywood Recreation Aquatic Center	%	+	%	+	%	+	%	=	100%
11.	Hollywood Recreation Center	%	+	%	+	%	+	%	=	100%
12.	IT Building	%	+	%	+	%	+	%	=	100%
13.	Laughlin Regional Justice Center	%	+	%	+	%	+	%	=	100%
14.	North Valley Complex Central Plant	%	+	%	+	%	+	%	=	100%
15.	Paradise Community Center	%	+	%	+	%	+	%	=	100%
16.	Pearson Community Center	%	+	%	+	%	+	%	=	100%
17.	Pecos - Bonanza Campus – Central Plant	%	+	%	+	%	+	%	=	100%
18.	Pecos – Bonanza Campus – Building C	%	+	%	+	%	+	%	=	100%

Item No.	Description	% Labor		% Product		% Transportation		% Other		Total
19.	Phoenix Building	%	+	%	+	%	+	%	=	100%
20.	Public Administrator Building	%	+	%	+	%	+	%	=	100%
21.	Regional Justice Center (RJC) Central Plant	%	+	%	+	%	+	%	=	100%
22.	Robert (Bob) Price Community Center	%	+	%	+	%	+	%	=	100%
23.	Russell – Cameron Campus	%	+	%	+	%	+	%	=	100%
24.	Social Service 1600 Pinto	%	+	%	+	%	+	%	=	100%
25.	Spring Mountain Youth Camp (SMYC)	%	+	%	+	%	+	%	=	100%
26.	Walnut – Cecile Community Center	%	+	%	+	%	+	%	=	100%
27.	Wetlands Nature Center	%	+	%	+	%	+	%	=	100%
28.	Whitney Recreation Center	%	+	%	+	%	+	%	=	100%
35.	New Admin Bldg.	%	+	%	+	%	+	%	=	100%
36.	Old Admin Bldg.	%	+	%	+	%	+	%	=	100%
37.	Support Bldg.	%	+	%	+	%	+	%	=	100%
38.	Central Plant Blower Bldg.	%	+	%	+	%	+	%	=	100%
39.	AWT Lab Bldg.	%	+	%	+	%	+	%	=	100%
40.	Solids Dewatering Bldg.	%	+	%	+	%	+	%	=	100%

BID NO. 603447-14
ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM

ATTACHMENT 5

UNIT PRICING FOR THE SUCCESSFUL BIDDER'S SUPPLIED WATER TREATMENT CHEMICALS

This unit pricing structure will be used when COUNTY procures chemicals outside of the monthly delivery schedule. Chemicals shall be delivered within forty-eight (48) hours of COUNTY'S request. Unit pricing below shall be reflective of all delivery costs associated with the delivery of chemicals to any of the designated delivery sites referenced in the Bid form. **THIS ATTACHMENT MUST BE COMPLETED IN FULL AND ATTACHED TO SUBMITTED BID FORM.**

Chemical 1 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 2 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 3 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 4 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 5 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Annual Requirements Contract for Water Treatment Program

Chemical 6 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 7 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 8 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 9 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 10 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

Chemical 11 (Provide Name, Purpose of Use and Chemical Class)

Item No	Unit	Unit Cost
1.	Gallon	\$
2.	5 – Gallon	\$
3.	Barrel	\$

EXHIBIT A

**BID NO. 603447-14
ANNUAL REQUIREMENTS CONTRACT FOR WATER TREATMENT PROGRAM**

**CLARK COUNTY
FIELD ANALYSIS FOR WATER TREATMENT**

Site:	Date:	Technician (Print) :
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Monthly Chemical Analysis required:

TEST	City Water (Make -up)	Cooling Tower	Closed Loop (Hot)	ClosedLoop (Chilled)
Conductivity	mhos			
pH				
Chlorides	ppm			
Calcium Hardness	ppm			
Total Hardness	ppm			
M-Alkalinity	ppm			
Silica	ppm			
Copper	ppm			
Iron	ppm			
Inhibitor(1) (Closed Loops) - Nirtrite				
Inhibitor (2) (Closed Loops) (Mo)				
Inhibitor (1) (Tower) (4-8 ppm PO)				
Inhibitor (2) (Tower) (1.2 - 5 ppm Mo)				
Cycles of Concentration (by Conductivity)				
Cycles of Concentration (by Chlorides)				
Cycles of Concentration (by Calcuim)				
Cycles of Concentration (by Silica)				
Biocide (oxidizing - Bromine) (1-3 ppm)				

Recommended Chemical Added to system	Check one	Recommended Quantity	Comment:
Cooling Tower Biocide (Oxidizing)	Gallons		
	Ounces		
	Name: Pounds		
Cooling Tower Biocide (Non-Oxidizing)	Gallons		
	Ounces		
	Name: Pounds		
Cooling Tower Inhibitor	Gallons		
	Ounces		
	Name: Pounds		
Closed Loop (Hot) Inhibitor	Gallons		
	Ounces		
	Name: Pounds		
Closed Loop (Chilled) Inhibitor	Gallons		
	Ounces		
	Name: Pounds		

Other Observations:

Signed:

Company:

Date:

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), 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.

- A. **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.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- F. **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- G. **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)

- 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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)

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

a. 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.)

b. 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.

DISCLOSURE OF RELATIONSHIP

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

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

* County employee means Clark County, 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:

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

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative