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Date: February 2, 2011

CITY OF NORTH LAS VEGAS
INVITATION TO BID NO. B-1386
Wastewater Treatment Chemicals

Bids will be received in the Office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada, 89030 **until February 17th, 2011 @ 2:00p.m.** and will be publicly opened and read shortly thereafter in the Office of the City Clerk , City Clerk's Conference Room at the previous address in City Hall.

A pre-bid conference will not be held. This bid is for the purchase of Chemicals and any questions can be forwarded to Dave Commons, WFR Facility Administrator at 2580 Betty Lane, Las Vegas, Nevada 89156 or to dcommons@cityofnorthlasvegas.com to discuss and clarify the project. All questions must be submitted in writing on or before February 10, 2011 at 1:00 p.m.

Bid documents will not be distributed unless you cannot download from either of the three locations listed above. For copies, please contact Purchasing & Risk Management Office, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the 50 Brooks Avenue, North Las Vegas, Nevada or by calling (702) 633-1460 x 3645. Bids may also be accessed at www.bidsync.com, www.demandstar.com or under the Purchasing/Risk Management Web page www.cityofnorthlasvegas.com.

The City reserves the right to reject any and all bids, waive any informality or technicality or to otherwise accept bids deemed in the best interest of the City.

Karen L. Storms, CMC
City Clerk

Published Review Journal : February 11,12, 2011

**CITY OF NORTH LAS VEGAS
INVITATION TO BID NO. B1386
WASTEWATER TREATMENT CHEMICALS**

INSTRUCTIONS TO BIDDERS

1. **PROJECT SPECIFICATIONS:**

The Bidder/Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Purchasing Manager. The Purchasing Manager will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Specifications and Plans.

2. **PUBLIC RECORDS:**

The bid document and all bids submitted in response thereto are public records. You are cautioned to not put any material into the bid that is proprietary in nature. All bids submitted become the property of the City.

3. **EXPLANATION TO BIDDERS:**

Any explanations desired by Bidders regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach them before submission of their bids. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all BIDDERS and its receipt by the BIDDER will be acknowledged.

Interpretation of the meaning of the plans, specifications or other pre-bid documents will not be binding if presented to any BIDDER orally. Every request for such interpretation should be in writing addressed to CONTACT PERSON FOR THE CITY, Dave Commons, WRF Facility Administrator @dcommons@cityofnorthlasvegas.com or Attn: Dave Commons, WRF Facility Administrator, City of North Las Vegas, 2580 Betty Lane, Las Vegas, NV 89156. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of written addenda to the specifications which, if issued, will be mailed to all known perspective BIDDERS. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

4. **BIDDER'S UNDERSTANDING:**

At the time of the opening of bids, each Bidder will be required to have considered all pertinent licensing, laws and regulations, and to have read and to be thoroughly familiar with the Bidding Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation in respect of his bid.

It is further agreed that the lump sum prices may be increased to cover additional work ordered but not shown on the Bidding Documents. Similarly, they may be decreased to cover deletion of work so ordered.

5. **PREPARATION OF BIDS:**

Bids must be prepared on the bid forms provided herein. Bidders may request withdrawal of a posted

sealed bid prior to the bid opening time provided the request is made to the City Clerk's Office. No bid may be withdrawn for a period of sixty days after the bid opening.

6. **CORRECTED BID AMOUNT:**

The extended bid amount will be calculated by multiplying the quantity by the unit price. If the extended price on the bid form is incorrect, it will be corrected by the Purchasing Division and the bidder will be notified of the correction. Unit price will prevail.

7. **BID PROTESTS:**

Any individual or company who bids on the contract may file a notice of protest regarding the award of the contract. The protest must be submitted in writing to the City Clerk within five (5) business days after the date on which bids were opened. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the contract documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: twenty-five (25) percent of the total value of the bid submitted by the person filing the notice of protest; or two hundred fifty thousand dollars (\$250,000).

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

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

8. **LICENSES:**

All BIDDERS must have appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of bids for this project. All bids received in violation of this law shall be rejected and returned to the BIDDER. **Successful vendor must have a current City of North Las Vegas Business License PRIOR to award.**

9. **SUBMISSION OF BIDS:**

Bid proposals may be submitted as follows:

A. When possible, each proposal must be submitted in a sealed envelope of adequate size, show the BIDDER'S name and address and be marked "BID # 1386 Wastewater Treatment Chemicals, with the

name of the proposal, to clearly indicate its contents.

B. When sent by mail, the sealed proposal must be addressed to the City Clerk, City of North Las Vegas, 2200 Civic Center Drive, North Las Vegas, Nevada 89030 in whose Office the bids are to be received.

C. All proposals shall be filled out in completion, prior to the time and at the place specified in the "Invitation to Bid". Proposals received after the time for opening of bids will be returned To the BIDDER unopened.

10. **PUBLIC OPENING:**

Proposals will be opened and read publicly at the time and place indicated in the "Invitation to Bid". The BIDDERS, their authorized agents and public are invited to be present.

No responsibility will attach to any OWNER official for the pre-opening of, or the failure to open, a bid not properly addressed or identified.

11. **PRE-QUALIFICATION OF BIDDERS:**

The low BIDDER may be required to file prior to award of contract, an experience questionnaire and confidential financial statement which must be a complete report of the financial resources and liabilities, equipment, past record, personnel or organization and experience.

12. **CONSIDERATION OF BIDS:**

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule. The results of such comparisons will be made available to the public as soon as feasible. In the event of a discrepancy between the unit price and extended figure, the unit price shall govern. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the OWNER the best interest of the City will be promoted.

13. **AWARD OF CONTRACT:**

The award of contract, if it be awarded, will be to the lowest responsive and responsible BIDDER whose proposal complies with all the requirements prescribed. The award, if made, will be within sixty (60) days after opening proposals. The successful BIDDER will be notified, by letter mailed to the address shown on his offer, that his bid has been accepted.

The Purchasing Manager will issue a Purchase Order which will authorize the successful BIDDER to furnish, deliver, install and invoice for items specified in this bid., as well as supplier signing sample agreement with this document.

The City reserves the right to award the contract as, all or none or any part thereof, including any bid item, additive alternate, additive item, separate bid schedule, or reduce the unit quantity for any bid item, prior to award.

A responsive bid must conform in all respects to the conditions of the "Invitation to Bid" and to the "Instructions to BIDDERS". To be considered responsible, a BIDDER must establish, to the satisfaction of the OWNER, as a minimum, that he has (a) adequate financial resources to meet his

contract obligations and will maintain same for the Contract period; and (b) satisfactory past performance and the necessary experience and technical qualifications in the type of work provided in the Plans and Specifications.

The LOWEST BID is the bid submitted with the lowest summation of ALL bid schedules, additive alternates, and deductions.

14. **TERMS OF THE AGREEMENT:**

This AGREEMENT commences upon the date the contract has been fully executed and a purchase order has been issued. The agreement remains in effect until the project is completed. Term for this bid will be three (3) years, with two (2) one-year extensions.

15. **FISCAL FUNDING OUT CLAUSE:**

In the event the City of North Las Vegas fails to appropriate funds for the performance of this contract, this contract will terminate once the existing funds have been exhausted.

16. **EQUIPMENT SUBSTITUTIONS:**

In preparing these specifications, the Engineer has named those products, which to its knowledge meet the specifications and are equivalent in construction, functional efficiency, and durability.

Wherever catalog numbers, specific brands or trade names followed by the designation "or equal" are used in conjunction with a specific piece of equipment in these specifications, they are used to establish the standards of quality and utility required.

17. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

A. Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

B. If a Bidder would like to propose materials/items other than specified, he/she may have the privilege, at any time **UNTIL February 10, 2011 by 1:00 p.m. Pacific Standard Time**. Approved equal submissions must be in writing, addressed to the contact person, Dave Commons, WRF Facility Administrator at the addresses listed above. All requests shall be accompanied by two (2) sets of the manufacturer's literature, specifications, drawings, cuts, performance data, etc., where same is necessary to completely describe the product. If approved, a written approval will be issued through an addendum. It is hereby understood and agreed by all Bidders that all bids will be based upon materials and equipment as specified or approved via addendum as acceptable.

C. The City of North Las Vegas alone shall determine if a substitute item is equal to what was requested and the decision will be final.

D. The City of North Las Vegas reserves the right to consider bids not in exact accordance with the specifications.

18. **EQUAL EMPLOYMENT OPPORTUNITY:**

Attention of BIDDERS is particularly called to the requirement for insuring that employees and applicants for employment are not discriminated against because of their race, color, creed or national origin.

19. **PROVISIONS PROVIDED BY LAW DEEMED INSERTED:**

Each and every provision and clause required by law to be inserted in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract forthwith shall be physically amended to make such insertion or correction.

The BIDDER'S attention is directed to the fact that all applicable City, County, State and Federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full.

20. **CANCELLATION OF CONTRACT:**

The OWNER reserves the right to cancel the award or execution of any contract at any time before the Purchase Order has been issued without any liability or claims thereof against the OWNER.

21. **METHOD OF AWARD:**

Award will be made to the lowest responsive and responsible Bidder.

22. **DELIVERY REQUIREMENTS - F.O.B. DESTINATION POINT:**

All prices shall be **F.O.B. Destination to City of North Las Vegas, 2580 Betty Drive , Las Vegas, Nevada 89156** All prices shall include storage, delivery and unloading.

23. **NOTICE OF DELIVERY:**

City shall be given **five (5) calendar days notice prior to delivery**. Notify Dave Commons, WRF Facility Administrator or his designated person at telephone number (702) 633-1101.

24. **NOTICE OF AWARD:**

Award of contracts will be by "Purchase Order" together with the executed Contract document.

25. **WORKMEN'S COMPENSATION INSURANCE:**

The Service provider shall secure, maintain in full force and effect and bear the cost of complete Workmen's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616, for the duration of the contract and shall furnish the City, prior to the execution of the contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees will not be responsible for any claims or suits in law or equity occasioned by the failure of the Service provider to comply with the provisions of this paragraph.

26. **INSURANCE:**

The Service Provider shall furnish to the City a policy or certificate of protective liability insurance in which the City shall be the named insured or be named in such insurance as an additional insured with the Service Provider. In compliance with this provision, the Service Provider may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. The policy shall insure the City and its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The policy shall provide the following minimum limits:

GENERAL LIABILITY

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

COMBINED SINGLE LIMIT OF \$1,000,000

Such insurance shall include the specific coverages set out herein and be written for NOT LESS THAN the limits of liability and coverages provided herein, or required by law and other governing agencies, whichever is greater.

Such policy shall provide coverage at least as broad as that provided in the Standard Form approved by the National Bureau of Casualty Underwriters together with such endorsements as are required to cover the risks involved. In addition, the Service provider shall furnish evidence of a commitment by the insurance company to notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

The cost of this insurance shall be deemed included in the prices for the various items of work and no additional compensation will be made therefore.

27. **ASSIGNMENT:**

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract without permission of the City.

28. **TAXES:**

The City is exempt from State, retail and Federal Excise Tax. **The bid price must be net, exclusive of taxes.**

29. **INDEMNITY:**

The successful bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the bidder's performance on this project.

30. **EXCEPTIONS:**

Each BIDDER will list on a separate sheet of paper any exceptions to specifications and attach it to their bid.

31. **ESCALATION:**

Prices may be increased after the initial two (2) year contract during the renewal years but not by more than 3% in each subsequent fiscal year. Manufacturers letter must be provided to the WRF

Facility Administrator for the City of North Las Vegas for specific increase to 3%. Price increase will be part of the negotiations for the contract extension.

32. **WARRANTY:**

Warranty period against defects in material or workmanship will be for a minimum of twelve (12) months on all parts, systems, attachments and/or accessories affixed to the originally acquired unit.

33. **NEW EQUIPMENT:**

The Bidder shall guarantee that the units submitted shall be new and the latest and most improved model of current productions, and shall be of first quality as to workmanship and materials used in said units. All notifications shall be made at the factory.

New equipment is defined as equipment that is made up completely of unused genuine original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstrator equipment does not meet this definition and is not acceptable.

All equipment listed shall be fully operable upon delivery. Operational condition will be defined as per the manufacturer's current specifications.

34. **ADDITIONAL UNITS:**

The City reserves the right to purchase additional units in accordance with Nevada Revised Statute 332.

35. **ADDITIONAL SERVICES:**

The City reserves the right to purchase additional services in accordance with Nevada Revised Statute 332.

Bid B-1386

**EXHIBIT A
WASTEWATER TREATMENT CHEMICALS
SCOPE OF WORK**

1. OVERVIEW

The City of North Las Vegas, as the Principal Procurement Agency (Agency), hereby invite qualified firms or individuals (Offerors) to submit written proposals for an annual requirements contract for wastewater treatment chemicals. The intent is to have an agreement to procure their wastewater treatment chemicals, for wastewater treatment.

2. GENERAL REQUIREMENTS

These requirements are a broad base scope for the City of North Las Vegas. Suppliers will be required to adhere to all applicable Terms and Conditions required by statutes, as well as all rules and regulations governing the purchase, delivery and use of this commodity by the agency.

Suppliers should detail in their response their ability to service the City of North Las Vegas. Suppliers should indicate where their geographical strength and weaknesses are located in relationship to the City of North Las Vegas

Supplier(s) warrant that chemicals provided as a result of this RFP:

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

If at any time, any chemical supplied by the supplier(s) fails to conform to the specifications of the agency, then the supplier shall at no additional cost to the agency, promptly replace with item that meets specifications.

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

The Supplier is responsible for ensuring that state and federal regulatory compliance is maintained for any chemical and related container furnished under the master agreement. Failure to maintain compliance as specific in this paragraph or elsewhere in this RFP shall constitute a breach of contract.

The agency reserves the right to have chemical shipments tested internally or by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the

shipment. Should a shipment be rejected, the Supplier shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the supplier(s) shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the supplier(s) is unable to promptly furnish the chemical of the acceptable quality; the agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the agency will be charged to the supplier(s) either as a credit against an outstanding invoice or billed to the Supplier for immediate payment.

3. DELIVERY

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

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

The Supplier(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the agency. Failure to deliver at time specified, or as amended in writing by the agency or failure to make replacements of rejected chemicals shall constitute a breach of contract. In the event of a breach, the City of North Las Vegas will take appropriate action to gain resolution.

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

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

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

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

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

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

4. MSDS REPORTS

The following MSDS related documentation must be furnished to the agency upon request:

1. A copy of the most current MSDS Report for each chemical your firm is offering pricing must be included with your proposal response
2. National Sanitation Foundation certification fro the quoted chemical
3. Chemical certificate of analysis for all chemicals

5. GENERAL CHEMICAL DESCRIPTIONS

The type and general description of chemicals are provided in this section. These are meant to be a comprehensive overview of the chemicals that will be covered under this contract. The agency specifics will need to be taken into consideration on a case by case basis upon their agreement to utilize the contract.

5.1 Ferric Chloride

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

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

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

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

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

5.3 Granular Activated Carbon

As prescribed in AWWA Standard B604-05.

5.4 Sodium Bisulfite

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

5.5 Sodium Hypochlorite

The liquid solution should be clear or practically clear and free from visible contaminants. As delivered, the weight percent of NaOCL shall not be less than 12.5% or greater than 15.5% of available chlorine with approximately 0.3% to 0.85% excess NaOH for stability control. It should have a boiling point of 110° for 15% NaOCL with complete water solubility. The pH level should be approximately 12 with a specific gravity (20°C=1) 1.206.

5.6 Citric Acid

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

6. CHEMICAL ADDITION/DELETION

Chemicals may be added or deleted from the supplier(s) offering during the term of contract with justification and documentation for the addition or subtraction of a chemical. Additionally suppliers may be asked to provide/add new chemicals to the offering if there is significant change in procedures or needs by the agency utilizing the Master Agreement.

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ATTACHMENT 1 – CITY OF NORTH LAS VEGAS TECHNICAL SPECIFICATIONS

Technical Specifications For Liquid Ferric Chloride

1. GENERAL

- A. The supplier shall ensure all loads of Liquid Ferric Chloride meet all the requirements of this contract and these specifications. All specifications apply to the Liquid Ferric Chloride transferred by the supplier into the City's storage vessels.
- B. Offerors shall provide unit cost in \$/lb of FeCl₃ (dry).
- C. The supplier shall bill by weight of FeCl₃ (dry) delivered in lb. The supplier shall calculate the weight of FeCl₃ (dry) delivered in each shipment, and the extended cost of each shipment as follows:
 - (i) wt. of FeCl₃ in ship. in lb – (wt. of Liq. Ferric Chloride in ship, in lb)(FeCl₃ conc. in % by wt.)
 - (ii) cost of shipment, in \$ = (wt. of FeCl₃ in shipment, in lb)(unit cost of FeCl₃, in \$/lb FeCl₃)
- D. The supplier shall submit invoices to the City for each delivery that include the following:
 - (i) date of delivery
 - (ii) Bill of Lading Number, or other mechanism to definitively link the invoice to a delivery
 - (iii) the weight of Liquid Ferric Chloride delivered in pounds
 - (iv) the weight percentage of FeCl₃ in the Liquid Ferric Chloride delivered
 - (v) calculation of the weight of FeCl₃ in the shipment, in pounds
 - (vi) calculation of the cost of the shipment, in dollars

2. COMPLIANCE WITH STANDARDS

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

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its Offer, the Offeror shall state the name of the manufacturer of the Liquid Ferric Chloride, provide a description of the manufacturing process, provide a technical data sheet and MSDS for the product, and list all raw materials used in Liquid Ferric Chloride production.
- B. During the life of the contract, the supplier shall notify the City of any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality. Of particular concern are manufacturing processes

or materials impacting the concentration of impurities.

C. The liquid ferric chloride shall meet the conditions in the following table:

Parameter	Condition
ferric chloride, FeCl ₃ , concentration by weight	37 to 47%
iron, Fe, concentration by weight	12.7 to 16.2%
iron in the ferrous state	≤ 2.5% of total Fe
free acid concentration, expressed as HCl	≤ 1%
insoluble matter concentration by weight	≤ 0.5%
Specific gravity, at 20°C	1.375 to 1.510

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

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

H. The City reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.

- I. Any water used to make up the liquid ferric chloride must contain less than 20 µg of perchlorate/L.
- J. Before the initial delivery, the supplier shall sample the Liquid Ferric Chloride from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City.
 - (i) production lot number,
 - (ii) date of manufacture,
 - (iii) specific gravity, at 20°C,
 - (iv) iron content, in %Fe, by weight,
 - (v) ferric chloride content, in % FeCl₃, by weight,
 - (vi) iron in the ferrous state, expressed as % of total iron,
 - (vii) free acid concentration, expressed as HCl, in %,
 - (viii) insoluble matter concentration, in %, by weight,
 - (ix) all of the metals in the table above, in mg/L, and
 - (x) dates of analyses

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

- K. The supplier shall supply the City a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the supplier, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Ferric Chloride (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the Liquid Ferric Chloride contained less than 20 µg of perchlorate/L. The supplier may use analytical data generated by the supplier of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- L. The supplier shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Ferric Chloride that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The supplier shall submit each calendar quarter's report to the City on or before the last day of that calendar quarter.
- M. The supplier shall submit the reports from the sampling and analysis process described above to:

**Water Reclamation Facility Administrator
City of North Las Vegas WRF
2580 Betty Lane,
Las Vegas, Nevada 89156**

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

4. DELIVERY DOCUMENTS

- A. The supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - (i) date of delivery,
 - (ii) Bill of Lading/Weigh Slip Number,
 - (iii) gross weight of delivery vehicle and Liquid Ferric Chloride in pounds,
 - (iv) tare weight of delivery vehicle in pounds, and

- (v) net weight of Liquid Ferric Chloride in the delivery vehicle in pounds.
- B. The supplier shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The supplier shall present the Certificate to the WRF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:
 - (i) production lot number,
 - (ii) specific gravity, at 20°C,
 - (iii) iron content, in % Fe, by weight,
 - (iv) ferric chloride content, in % FeCl₃, by weight,
 - (v) iron in the ferrous state, expressed as % of total iron,
 - (vi) free acid concentration, expressed as HCl, in %
 - (vii) insoluble matter concentration, in %, by weight, and
 - (viii) dates of analyses
- C. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.
- D. The supplier shall include any charges for the Certificates in the offer price.

5. DELIVERY LOGISTICS

- A. Delivery shall be to the City of North Las Vegas Water Reclamation Facility (WRF), 2580 Betty Lane, Las Vegas, NV 89156 (corner of Betty Lane and Carey Avenue). The total volume of the two Liquid Ferric Chloride storage tanks at the WRF is 7,500 gallons.
- B. The supplier shall ship the Liquid Ferric Chloride to the City as a “bulk” liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations.
- C. Failure of the supplier to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- D. The supplier is expected to comply with reasonable requests for emergency deliveries.
- E. The supplier shall measure delivery quantities as the total weight of Liquid Ferric Chloride delivered in pounds. The City shall assume the weight of the Liquid Ferric Chloride delivered (transferred to the City) is equal to net weight of the Liquid Ferric Chloride in the delivery vehicle. The supplier shall ensure the complete transfer of Liquid Ferric Chloride from the delivery vehicle to the City’s storage tanks.
- F. The Liquid Ferric Chloride shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- G. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage silo. The hose must have a “quick connect” to connect with the fitting on silo hose furnished by the WRF. All appurtenant valves, pumps and discharge hoses used for the delivery of Liquid Ferric Chloride shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- H. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Ferric Chloride in the load into above ground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The supplier shall supply all transfer equipment. The supplier shall not use the City’s equipment. The transfer mechanics shall be such to allow the driver to complete the task alone

under normal circumstances, without the aid of the City. The driver shall follow the instructions posted at the unloading station.

- I. The driver shall follow all City security procedures and requirements for personal protective equipment. The City shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- J. Before unloading, the driver shall notify WRF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other documentation prescribed by DOT, ICC, other regulatory bodies and statutes must be provided when the Liquid Ferric Chloride is delivered.
- K. The City reserves the right to subject samples of the Liquid Ferric Chloride to analysis to determine if the Liquid Ferric Chloride meets the City's specifications. The supplier shall facilitate the sampling process, when asked. Failing to comply with the City's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is a necessity to remove non-conforming Liquid Ferric Chloride, the supplier shall remove and replace any and all non-conforming Liquid Ferric Chloride within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Liquid Ferric Chloride and the cost for removal and disposal shall be billed to the supplier or deducted from any amount owed to the supplier. The supplier may not charge for delivered material the City rejects.
- L. All employees, drivers, and subcontractors will be subject to background checks at the sole cost of the supplier.

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Technical Specifications For Liquid Sodium Hypochlorite

1. GENERAL

- A. The supplier shall ensure all loads of Liquid Sodium Hypochlorite meet all the requirements of this contract and these specifications. All specifications apply to the Liquid Sodium Hypochlorite transferred by the supplier into the City's storage vessels.
- B. Prospective Bidder(s) shall bid unit cost in \$/gallon. Prospective offeror(s) shall offer unit costs in \$/lb of NaOCl (dry).
- C. The supplier shall bill by the gallonweight of NaOCl (dry) delivered in pounds. The supplier shall calculate the volumeweight of NaOCl (dry) (gallons) delivered in each shipment and the extended cost of each shipment as follows:
 - (i) vol. of Liq. Sod. Hypo., in gal = (wt. of Liq. Sod. Hypo., in lb)/(density of the Liq. Sod. Hypo. in lb/gal)
 - (ii) cost of shipment, in \$ = (vol. Liq. Sod. Hypo., in gal)/(unit cost of Liq. Sod. Hypo. in \$/gal)wt. of NaOCl in ship. in lb = (wt. of Liq. Sodium Hypo. in ship. in lb)(NaOCl conc., in %by wt.)
 - (iii) cost of shipment, in \$ = (wt. of NaOCl in shipment, in lb)(unit cost of NaOCl, in \$/lb of NaOCl)
- D. The supplier shall submit invoices to the City for each delivery that include the following:
 - (i) date of delivery
 - (ii) bill of lading number, or other mechanism to definitively link the invoice to a delivery.
 - (iii) the weight of liquid sodium hypochlorite delivered in pounds.
 - (iv) calculation of the volume of liquid sodium hypochlorite in the shipment (weight percentage of NaOCL in the liquid sodium hypochlorite delivered).
 - (v) calculation of the cost of the shipment in pounds.

2. COMPLIANCE WITH STANDARDS

- A. The Liquid Sodium Hypochlorite shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Sodium Hypochlorite, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- B. The Liquid Sodium Hypochlorite shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization. The prospective offerors shall provide evidence of this certification with the offer.
- C. If ANSI/NSF Standard 60 Certification for Liquid Sodium Hypochlorite is ever revoked or lapses, the supplier shall inform the City within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute sufficient grounds for immediate termination of the Liquid Sodium Hypochlorite contract for breach.
- D. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its Offer, the prospective offeror shall state the name of the manufacturer of the liquid Sodium Hypochlorite, provide a description of the manufacturing process, provide a technical data sheet, MSDS for the product, and list all raw materials used in Liquid Sodium Hypochlorite production.

- B. During the life of the contract, the supplier shall notify the City of any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.
- C. The Liquid Sodium Hypochlorite shall be clear.
- D. The Liquid Sodium Hypochlorite shall contain greater than or equal to 12.5% sodium hypochlorite by weight. This requirement is expressed in various ways in the table below.

Parameter	Minimum
g of available chlorine/L	143 g/L
available chlorine trade (volume) percent	14.3%
available chlorine weight percent	11.9%
g sodium hypochlorite/L	150 g/L
sodium hypochlorite weight percent	12.5%

- E. The Liquid Sodium Hypochlorite shall meet the conditions in the following table:

Parameter	Condition
total free alkali, expressed as NaOH, by weight	0.25 to 0.75%
pH in pH units	11 to 13
specific gravity, at 20°C	11.9%

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

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

Impurity	Maximum Concentration In mg/L	Maximum Reporting Detection Limit in mg/L
total antimony	25	5
total arsenic	20	4
total barium	350	70

Impurity	Maximum Concentration In mg/L	Maximum Reporting Detection Limit in mg/L
total beryllium	20	4
total boron	25	5
total cadmium	0.5	0.1
total chromium	5	1
total cobalt	0.25	0.10
total copper	0.1	0.05
total iron	1	0.2
total lead	0.5	0.1
total manganese	0.75	0.15
total mercury	0.01	0.002
total molybdenum	1	0.2
total nickel	0.25	0.1
total selenium	1	0.2
total silver	2.5	0.5
total thallium	2.5	0.5
total zinc	10	2

Note: The maximum concentrations for metals were calculated from the expected quantity to used at the WRF for disinfection and water quality standards in the Las Vegas Wash. The maximum concentrations for iron, nickel, cobalt, copper, and manganese were lowered from the calculated values because of the affect of these metals on the stability of hypochlorite solutions.

Impurity	Maximum Concentration In mg/L	Maximum Reporting Detection Limit in mg/L
Chlorate	3 g/L	1 g/L
water-insoluble matter	0.15%, by wt.	0.05% by wt.

- J. The City reserves the right to add other specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- K. Any water used to make up the Liquid Sodium Hypochlorite must contain less than 20 µg of perchlorate/L.
- L. Before the initial delivery, the supplier shall sample the Liquid Sodium Hypochlorite from a typical lot and determine the parameters listed below. The sampling shall conform to industry standard practices and all AWWA/ANSI and ASTM specifications. The analytical laboratory and its sample preparation and analysis methods must be acceptable to the City.
 - (i) production lot number,
 - (ii) date of manufacture,
 - (iii) sodium hypochlorite, in % NaOCl, by weight,
 - (iv) total free alkali (excess caustic), expressed as NaOH, in %, by weight
 - (v) pH, in pH units,
 - (vi) specific gravity, at 20°C,
 - (vii) all of the impurities cited in Item 1 above, and
 - (viii) dates of analyses

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

- M. The supplier shall supply the City a detailed report for the sampling and analysis described above. The report shall contain a statement, signed by a management-level representative of the supplier, certifying that the sample supplied to the laboratory was unaltered and representative of the Liquid Sodium Hypochlorite (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the Liquid Sodium Hypochlorite contained less than 20 µg perchlorate/L. The supplier may use analytical data generated by the supplier of the make up water(s) or may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.
- N. The supplier shall complete the sampling and analysis process described above once per calendar quarter during the life of the contract and after any changes in the manufacturing of the Liquid Sodium Hypochlorite that may impact quality or the concentration of any impurity. This requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The supplier shall submit each calendar quarter's report to the City on or before the last day of that calendar quarter.
- O. The supplier shall submit the reports from the sampling and analysis process described above to:

**Water Reclamation Facility Administrator
City of North Las Vegas WRF
2580 Betty Lane,
Las Vegas, NV 89156**

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

4. DELIVERY DOCUMENTS

- A. The supplier shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
 - (i) date of delivery,
 - (ii) Bill of Lading/Weigh Slip Number,
 - (iii) gross weight of delivery vehicle and Liquid Sodium Hypochlorite in pounds,
 - (iv) tare weight of delivery vehicle in pounds, and
 - (v) net weight of Liquid Sodium Hypochlorite in the delivery vehicle in pounds,
 - (vi) number of gallons
- B. The supplier shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The supplier shall present the Certificate to the WRF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:
 - (i) production lot number,
 - (ii) date of manufacture,
 - (iii) sodium hypochlorite, in % NaOCl, by weight,
 - (iv) total free alkali (excess caustic), expressed as NaOH, by weight,
 - (v) specific gravity, at 20°C,
 - (vi) temperature of the delivered Liquid Sodium Hypochlorite, in °F, and
 - (vii) date of Certificate
- C. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

D. Prospective offeror(s) shall include any charges for the Certificates in the offer price.

5. DELIVERY LOGISTICS

- A. The supplier shall deliver the Liquid Sodium Hypochlorite to the following location: Water Reclamation Facility (WRF), 2580 Betty Lane, Las Vegas, NV 89156 (corner of Betty Lane and Carey Avenue). The total volume of the four Liquid Sodium Hypochlorite storage tanks at the WRF is 30,000 gallons (two 12,000 gallon and two 3,000 gallon storage tanks).
- B. The supplier shall ship the Liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank truck and shall ensure all shipments comply with all US DOT regulations for marking.
- C. Failure of the supplier to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.
- D. the supplier is expected to comply with reasonable requests for emergency deliveries.
- E. The temperature of the Liquid Sodium Hypochlorite upon delivery must be less than or equal to 80°F. The supplier shall measure the temperature of the product delivered just prior to, or during, transfer in to the City's storage vessels. The supplier shall hand write the measured temperature on the Certificate of Analysis or Conformance discussed above. The supplier shall initial and date the recorded temperature.
- F. The supplier shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The City shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the City) is equal to net weight of the Liquid Sodium Hypochlorite in the delivery vehicle. The supplier shall ensure the complete transfer of Liquid Sodium Hypochlorite from the delivery vehicle to the City's storage tanks.
- G. The Liquid Sodium Hypochlorite shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- H. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tanks. The hose must have a "quick connect" to connect with the fitting on storage tank hose furnished by the WRF. All appurtenant valves, pumps, and discharge hoses used for the delivery of Liquid Sodium Hypochlorite shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- I. The tank truck must be sealed and equipped with a self-contained system to deliver all the Liquid Sodium Hypochlorite in the load into aboveground storage tanks. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump. The supplier shall supply all transfer equipment. The supplier shall not use the City's equipment. The transfer mechanics shall be such to allow the driver to complete the task alone under normal circumstances, without the aid of the City. The driver shall follow the instructions posted at the unloading station.
- J. The driver shall follow all City security procedures and requirements for personal protective equipment. The City shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- K. Before unloading, the driver shall notify WRF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other

documentation prescribed by DOT, ICC, other regulatory bodies and statutes must be provided when the Liquid Sodium Hypochlorite is delivered.

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

6. QUANTITY

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

Location	Expected Quantity, Gallons/yr.	Expected Quantity, lb of sol./yr.	Expected Quantity, lb of NaOCl/yr	Delivery Sites at Location	Average Delivery Freq., Number/Month
WRF	607,640	6,200,000	775,000	2	5

Notes: Calculations assuming specific gravity of 1.20 and 12.5% Sodium Hypochlorite by weight. This quantity is the City's best estimate of the expected annual usage. However, changes in the operation of the treatment plant could decrease or increase usage.

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Technical Specifications For Liquid Sodium Bisulfite

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

1. GENERAL

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

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

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

- D. The supplier shall submit invoices to the City that include the following:
 - (i) Date of delivery
 - (ii) The weight of product (solution) delivered in pounds
 - (iii) The weight of percentage of NaHSO₃ in the solution delivered
 - (iv) Calculation of the weight of NaHSO₃ in the shipment, in pounds
 - (v) Calculation of the cost of the shipment, in dollars
- E. Prospective offeror(s) shall offer unit and extended costs in \$/lb of NaHSO₃

2. CHEMICAL COMPOSITION/IMPURITIES

- A. The liquid sodium bisulfite shall be clear and shall contain less than or equal to 0.5% insoluble matter by weight.
- B. 37.5-40% liquid sodium bisulfite, the liquid sodium bisulfite shall contain 37.5% to 40% sodium bisulfite (23.1% to 24.69% available sulfur dioxide) by weight. The specific gravity of the liquid sodium bisulfite shall be 1.307 to 1.330 (at 60°F).
- C. The liquid sodium bisulfite shall contain less than or equal to 2% sodium sulfate by weight.
- D. The liquid sodium bisulfite shall not contain any impurity in sufficient quantities that causes or may cause, by the normal usage of the liquid sodium bisulfite, the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this contract.

- E. The liquid sodium bisulfite shall not contain any foreign matter that may damage the City's equipment or facility. This includes foreign matter that may be present as a result of shipment or transfer from the supplier's equipment. The supplier shall reimburse the City for any damages or costs incurred from such foreign material.
- F. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid sodium bisulfite supplied, the supplier shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.
- G. The City reserves the right to add specific impurity listings and maximum impurity levels to the existing listings as is required to meet all permit limits and water quality standards.
- H. Notwithstanding any other requirements of this specification, impurities in the liquid sodium bisulfite shall be limited as follows:

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

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

- I. Any water used to make up the liquid sodium bisulfite must contain less than 20 µg perchlorate/L.
- J. The supplier shall ensure all loads of the liquid sodium bisulfate meet the requirements of Items H and I above. Before the initial delivery, the supplier shall sample the liquid sodium bisulfite from a typical lot and determine all the constituents listed in Item I and specific gravity. The sampling shall conform to industry standard practices. The analytical laboratory and their sample preparation and analysis methods must be acceptable to the City. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The supplier shall supply the City a detailed report for the sampling and analysis described above. report shall contain a statement, signed by a management-level representative of the supplier, certifying that the sample supplied to the laboratory was unaltered and representative of the typical

product (to be) delivered to the City. The report shall also contain evidence that all water sources used to make up the liquid sodium bisulfite contain less than 20 µg perchlorate/L. The supplier may use analytical data generated by the supplier of the make up water(s) or the supplier may collect and analyze samples of the make up water(s). The determination of perchlorate must be performed by the ion chromatographic method.

- L. The supplier shall complete the sampling and analysis processes described above in Items J and K once per calendar quarter during the life of the contract. The requirement applies to all calendar quarters, including the first calendar quarter. The first calendar quarter will likely not be a full calendar quarter. The lot selected for the first calendar quarter compliance must be different than the lot selected to demonstrate initial compliance. The supplier shall submit each report to the City on or before the last day of each calendar quarter.
- M. The supplier shall submit the report described above in Items K and L to the Water Reclamation Facility Administrator, City of North Las Vegas WRF, 2580 Betty Lane, Las Vegas, NV 89156. The supplier shall submit the initial report before the delivery of the first shipment. Failure of the supplier to submit a complete report on time is sufficient cause to constitute breach of contract.
- N. The liquid sodium bisulfite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the City's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The supplier shall submit a certificate of analysis to the City for and with each delivery. The supplier shall present the certificate to the WRF Operations personnel receiving the shipment. The certificate shall contain the following lot-specific information:
 - (i) Production lot or batch number
 - (ii) Date of manufacture
 - (iii) Specific gravity
 - (iv) Sodium bisulfite, in % NaHSO₃, and % available SO₂, by weight
 - (v) Sodium sulfate, in % Na₂SO₄, by weight
 - (vi) Insoluble matter, in %, by weight
 - (vii) Date(s) of analyses
- B. Failure to supply the required certificates shall be sufficient cause to reject the load. Failure to meet the specifications listed in Chemical Composition/Impurities, Item 2 above, shall also be sufficient cause to reject the load.
- C. The supplier shall include any charges for the certificates in the offer price.

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FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This proposal is submitted in response to Request for Proposals No. and constitutes and offer by this Offeror to enter into a potential Contract for the scope of services described herein.

AUTHORIZED SIGNATURE NAME (Typed or Printed) LEGAL NAME OF OFFEROR

AUTHORIZED SIGNATURE TODAY'S DATE

TITLE TELEPHONE NUMBER FAX NUMBER

ADDRESS OF OFFEROR

CITY STATE ZIP CODE

EMAIL ADDRESS: _____

CNLV BUSINESS LICENSE NO: _____

ATTACHED – Copies of all National, State and Local Licenses, Registrations and Certifications as required herein.

ADDENDA ACKNOWLEDGED

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

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

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

FOR INFORMATIONAL PURPOSES ONLY

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

No Yes If "Yes" Specify MBE WBE DVBE

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

No Yes If "Yes" Specify Certifying Agency _____

Attach a copy of your certification

FORM B – SAMPLE PROPOSAL CITY OF LAS NORTH VEGAS CHEMICAL PRICE SHEET

Item No.	Description	Qty.	Unit of Measure	Unit Cost	Delivery/Freight Charge
1.	Liquid Ferric Chloride per Technical Specifications	646,800	Dry pounds	\$ _____	\$ _____
	Manufacturer's Name: _____				
	Product Number: _____				
2.	Liquid Sodium Hypochlorite	775,000	Dry Pounds	\$ _____	\$ _____
	Manufacturer's Name: _____				
	Product Number: _____				
3.	Liquid Sodium Bisulfate	439,000	Pounds	\$ _____	\$ _____
	Manufacturer's Name: _____				
	Product Number: _____				
4.	Citric Acid	75,500	Pounds	\$ _____	\$ _____
	Manufacturer's Name: _____				
5.	Granular Activated Carbon	93,000	Pounds	\$ _____	\$ _____
	Manufacturer's Name: _____				
	Product Number: _____				

BID B-1386

SAMPLE CONTRACT (TO BE REVIEWED AND SIGNED BY AWARDED SUPPLIER

(Sample)
**AGREEMENT BETWEEN CITY OF NORTH LAS VEGAS
AND
[insert legal name of other party-]**

THIS AGREEMENT BETWEEN THE CITY OF NORTH LAS VEGAS AND [insert legal name of other party-] (this "AGREEMENT") is executed this ___ day of ___, 2011__ by and between the City of North Las Vegas, a Nevada municipal corporation (the "CITY") and [insert legal name of other party, a [insert name of state and type of entity the other party is-] (the "SERVICES PROVIDER").

RECITALS

1. The City desires to contract for Wastewater Treatment Chemicals (the "PROJECT");
2. The Services Provider is experienced in contract for Wastewater Treatment Chemicals (the "SERVICES");
3. The City desires to have the Services Provider perform all of the Project, and the Services Provider agrees to such performance, upon the terms and conditions described in this Agreement;

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

**SECTION ONE
RESPONSIBILITY OF SERVICES PROVIDER**

In addition to any other obligations of Services Provider under this Agreement, the Services Provider has the following responsibilities:

1.1. The Services Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Services Provider, by Services Provider's subcontractors, and by any of the principals, officers, employees and agents of Services Provider and any subcontractor under this Agreement.

1.2. The Services Provider hereby designates [insert name of Services Provider's contact person] as the employee, agent or representative of Services Provider who is (1) responsible for making sure the Scope of Work (as defined below) is performed in its entirety on time and on budget, and (2) the point-of-contact for the City for all matters concerning the Project, and (3) authorized to make all decisions and take all actions necessary to pay, perform and deliver all obligations of Services Provider pursuant to the terms and conditions of this Agreement (the "RESPONSIBLE PERSON"). All of the responsibilities of the Services Provider specified by this Agreement shall be performed by the Responsible Person, or by the Services Provider's associates, employees and subcontractors under the personal supervision of the Responsible Person. If the Responsible Person becomes unable to serve in the capacity of Responsible Person for any reason, the Services Provider shall notify the City in writing of such inability, and shall, within four (4) calendar days thereafter, nominate a replacement for City approval, in its reasonable discretion, who has an equivalent amount of experience performing the same type of Services as required for the Project. The

Services Provider shall promptly replace any Responsible Person deemed by the City to be unacceptable with a Responsible Person who is acceptable to the City.

1.3. The Services Provider shall not reproduce, display, or otherwise use the name, logo or any other intellectual property, including without limitation, any trade name, mark, patent or copyright, of the City without the City's prior written consent.

1.4. The Services Provider shall not send or publish to any third party any correspondence related to the Project or this Agreement without the City's prior written approval thereof.

1.5. The Services Provider, and its agents, employees, and subcontractors will cooperate with the City in the performance of this Agreement and will be available for consultation with the City at all reasonable times during normal business hours or at all other times with twenty-four hours advance notice.

1.6. The Services Provider shall perform all of its obligations under this Agreement in compliance with the Project Schedule attached hereto and incorporated herein as Exhibit A, as such may be modified or amended from time to time by mutual agreement of the City and the Services Provider (the "**PROJECT SCHEDULE**"). For Wastewater Treatment Chemicals as listed by chemical type. The Services Provider shall commence the Project on March 1, 2011, and complete the Project by February 28, 2014, with the options of (2) two one-year renewals.

A. At any time that the Services Provider falls behind schedule, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Project Schedule, including without limitation, paying for and providing overtime labor; provided however, that if the Services Provider believes that a delay in the Project Schedule is due solely to the negligence or intentional misconduct of the City, the Services Provider may, by written notice, request that the City grant additional time equal to the amount of time lost due to the City's conduct, and the City may grant such additional time in its reasonable discretion. In the event of a Force Majeure Event (as defined below), the Services Provider may also, by written notice, request additional time equal to the number of days the Force Majeure Event was occurring.

B. No additional compensation shall be paid to Services Provider for additional costs or delay due to the negligence or intentional acts of Services Provider or any of its employees, agents, contractors or subcontractors, or any of the officers, employees, or agents of any of them.

1.7. The Services Provider shall perform all of its obligations under this Agreement in compliance with the budget set forth in Exhibit B attached hereto and incorporated herein, as it may be amended from time to time by mutual written agreement of the City and the Services Provider (the "**BUDGET**"). No budget has been identified at this time, but will be determined at award. If the Services Provider determines that the Project is over Budget in its entirety or in any line item of the Budget, the Services Provider shall promptly notify the City of such fact and, at its own expense, shall promptly take all actions necessary to come back into compliance with the Budget, including without limitation, paying the amount of such overage from the Services Provider's own funds; provided however, that if the Services Provider believes that an overage in all or a portion of the Budget is due solely to the negligence or intentional misconduct of the

City, the Services Provider may, by written notice, request that the City grant additional funds equal to the amount of the overage created due to the City's conduct, and the City may grant such additional funds in its reasonable discretion. In the event of a Force Majeure Event, the Services Provider may also, by written notice, request additional funds equal to the amount of funds directly attributable to the Force Majeure Event.

1.8. The Services Provider shall pay, perform and deliver all obligations of Services Provider set forth in this Agreement, including without limitation those obligations set forth in Exhibit C attached hereto and incorporated herein, as it may be amended by mutual agreement of the City and the Services Provider from time to time, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement (the "**SCOPE OF WORK**"). **[Attach a description of all of the obligations of the Services Provider as Exhibit A. You may use, as a starting point, the bid specifications, the Request for Proposals requirements, or the scope of work prepared by the Services Provider in his response to the RFP. Make sure that the Scope of Work includes each obligation of Services Provider described in #6--CTW.]** The Services Provider shall not perform any task that is not required by this Agreement or necessarily implied by it, without obtaining the prior written approval of the City. If the Services Provider chooses to perform any task without obtaining the City's prior written approval, the Services Provider does so at its own risk and expense.

1.9. If the City desires the Services Provider to perform additional tasks not set forth in the Scope of Work, the City will notify the Services Provider of that fact in writing ("**SUPPLEMENTAL SERVICES**"). If such changes cause a significant increase or decrease in the Services Provider's cost or time required for performance, the parties shall formally amend this Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Services Provider of City's notice of changes, or such claim shall be deemed waived by Services Provider and Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates set forth in Exhibit D attached hereto and incorporated herein (the "**SUPPLEMENTAL SERVICES RATES**") **[Attach a copy of the Services Provider's current hourly rates for time and materials and attach as Exhibit D].**

1.10. The Services Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements, including without limitation, the Americans with Disabilities Act, as such may be amended or modified from time to time (collectively, the "**LEGAL REQUIREMENTS**") in performing the Scope of Work for the Project.

A. In connection with the performance of work under this Agreement, the Services Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, age, or any other protected class, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

1.11. The Services Provider shall at its own expense obtain and maintain in full force and effect at all times all necessary permits, licenses and other governmental approvals required by applicable Legal Requirements to be obtained and maintained by the Services Provider with respect to the Project, the Scope of Work and/or the business and operations of the Services Provider (collectively, the "**GOVERNMENTAL APPROVALS**"). In the event Services Provider is required to obtain any Governmental Approvals from the City in connection

with the matters contemplated by this Agreement, the Services Provider acknowledges that the City will review Services Provider's applications for such Governmental Approvals in the ordinary course, and this Agreement shall not be deemed to be an approval of any such applications.

1.12. The Services Provider shall not commence performing any of its obligations under this Agreement until such time as it has received a Notice to Proceed from the City.

1.13 The Services Provider shall immediately notify the City if Services Provider becomes aware of any notice, citation, complaint or other matter issued by any governmental authority with respect to Services Provider, the Project or the Scope of Work, and shall not take any action to respond to or resolve same without receiving prior written approval from the City.

1.14 The Services Provider shall at its sole cost and expense obtain and maintain at all times the insurance required by Section 8, and shall promptly notify City if any such insurance is canceled or altered.

1.15 The Services Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to maintain such standards. In the event that Services Provider fails to remove any employee from the Scope of Work whom the City deems incompetent, careless or insubordinate, or whose continued employment on the Scope of Work is deemed by the City to be contrary to the interests of the City, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

1.16 The Services Provider shall treat all information relating to the Project and all information supplied to the Services Provider by the City as confidential and proprietary information of the City and shall not permit its release by Services Provider's employees, agents or subcontractors to other parties or make any public announcement or release thereof without the City's prior written authorization. Services Provider shall also require its contractors, consultants and subcontractors, and their agents and employees to comply with this requirement.

1.17 Each employee, agent or subcontractor of Services Provider having access to personnel, data, information, personal property or real property of the City, must first submit to a background check performed by the City's Police Department, and must satisfactorily pass such background check, as determined by the City in its sole discretion, before performing any portion of the Project or the Scope of Work on behalf of Services Provider.

SECTION TWO RESPONSIBILITY OF CITY

In addition to any other obligations of City under this Agreement, the City has the following responsibilities:

2.1. The City will cooperate with the Services Provider in the performance of this Agreement and will be available for consultation with the Services Provider during normal City business hours.

2.2. In the event the City is required to review or respond to any submissions from the Services Provider, the City will conduct its review and/or provide its response within twenty-one days following receipt by the City of the Services Provider's submissions. The City's review of such submissions does not relieve the Services Provider for responsibility for the accuracy and completeness of such submissions and the conformance of such submissions to the requirements of this Agreement, including without limitation, the Scope of Work.

2.3. The City shall assemble selected data and information related to the Project and provide same to the Services Provider within _____ days after the date of this Agreement. The data and information to be provided by the CITY is the following:

A. ***[INSERT all data and information to be provided by the City]***

B. The Services Provider shall be responsible for updating this data and information during the Project, and shall be responsible for acquiring supplemental data and information that the Services Provider deems necessary to complete the Scope of Work.

2.4. ***[INSERT task by task all obligations of the City listed on #9--CTW]***

SECTION THREE PAYMENT TERMS

3.1 Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work the amount of Dollars (\$_____) (the “**CONTRACT PRICE**”), which amount shall be paid pursuant to this Section 3 **[choose as applicable from CTW #7--[in one lump sum on (insert date)] OR [in installments according to the following schedule--insert installment schedule from #7 of the CTW]]**

3.2 Payment to the Services Provider shall be made within thirty (30) calendar days after the City receives each invoice provided by the Services Provider to the City, provided that such invoice is complete, correct, and undisputed by the City, and that it contains the following information: Purchase order number, Contract, Date Work Completed and Amount, with Terms including any special discounts for early payments.

3.3 The CITY shall have fourteen (14) calendar days after receipt of an invoice to dispute any or all of the charges on the invoice. Disputed amounts shall be resolved through the Dispute Resolution mechanism in Section 11.

3.4 The Services Provider shall submit invoices only once per month, covering work performed by Services Provider or its agents or employees in the prior month.

3.5 Services Provider shall promptly pay any amounts due to any employees, agents, subcontractors or anyone else performing any portion of the work for Services Provider, and in the event any of the foregoing liens any City property, Services Provider shall promptly and at its expense cause such liens to be removed.

SECTION FOUR ACCESS TO RECORDS

4.1 The Services Provider shall maintain books, records, documents and other evidence directly pertinent to its performance under this Agreement in accordance with generally accepted accounting principles and practices. The Services Provider shall also maintain the financial and other information and data used by the Services Provider in the preparation or support of all invoices of Services Provider, and a copy of such invoices. The City, or any of its duly authorized representatives, shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Services Provider will provide proper facilities for such access and inspection.

4.2 Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the reviewing or audit agencies.

4.3 The Services Provider agrees to the disclosure of all information and reports resulting from access to records pursuant to Section 4.1 above, to any Project funding

agency provided that the Services Provider is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report.

4.4 Records pursuant to Section 4.1 above shall be maintained and made available during performance under this Agreement and until three (3) years from the date of final payment for the Project. In addition, those records which relate to any dispute resolution, litigation or appeal, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, appeal, claim or exception. This Section 4.4 shall survive the completion of the Project and the termination or expiration of this Agreement.

4.5 The Services Provider agrees to include language substantially similar to the language of Sections 4.1 through 4.4 in all Services Provider subcontracts related to performance of services specified in this Agreement.

SECTION FIVE PUBLIC RECORDS

5.1 Pursuant to NRS § 239.010 and other applicable Legal Requirements, each and every document provided to the City is a “public record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not in any way be liable to Services Provider for the disclosure of any public record. In the event City is required to defend an action with regard to a public records request for documents submitted by Services Provider, Services Provider agrees to indemnify, hold harmless, and defend City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This Section 5 shall survive the expiration or earlier termination of this Agreement.

SECTION SIX FISCAL FUNDING OUT

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

SECTION SEVEN REPRESENTATIONS AND WARRANTIES

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

A. Services Provider is a duly formed and validly existing ***[corporation][limited liability company][partnership][insert applicable type of other entity]*** and is in good standing pursuant to the laws of the State of ***___[insert name of state where entity was formed]*** ***[INSERT LANGUAGE FOLLOWING COLON IF THE COMPANY WAS FORMED OUTSIDE OF NEVADA:, and is duly qualified to do business in, and is in good***

standing in, Nevada, and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

B. The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof on the part of Services Provider will not result in a breach of any instrument to which Services Provider is a party or by which Services Provider is bound or of any judgment, decree or order of any court or governmental body or any Legal Requirement applicable to Services Provider.

C. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to consummate the Project contemplated hereunder, by the persons executing, delivering and performing the same on behalf of Services Provider, have been duly and validly authorized (and by their execution hereof or of any document delivered in connection with the Project contemplated hereunder such persons individually represent and warrant that they are so authorized), and this Agreement and the other Agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of Services Provider, enforceable in accordance with their respective terms.

D. No consent, approval or authorization of any governmental authority or private party is required in connection with the execution and performance of this Agreement by Services Provider.

E. Services Provider has obtained any and all Governmental Approvals that are required to be obtained by Services Provider by all Legal Requirements applicable to Services Provider and to the performance of the Scope of Work by Services Provider.

F. Services Provider is duly licensed and authorized to do business in the City, and Services Provider's business license is in full force and effect.

G. Services Provider is a sophisticated and qualified provider of the Services required by the Scope of Work, and its personnel possess the level of professional expertise and experience that is necessary to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Scope of Work within the Project Schedule and pursuant to the Budget, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

H. Services Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Project within the Project Schedule and pursuant to the Budget, and to perform all of its obligations under this Agreement.

I. Services Provider shall require that each subcontractor performing any portion of the Project or the Scope of Work:

1. Is duly formed, in good standing, and authorized to do business in the State of Nevada;

2. Has obtained any and all Governmental Approvals that are required to be obtained by all Legal Requirements applicable to the subcontractor and to the portion of the Project performed by subcontractor;
 - a) Shall be required to comply with all obligations of Services Provider to City under this Agreement;
 - b) Shall submit the names of all its employees, agents, or other persons performing any portion of the Scope of Work or the Project on behalf of subcontractor to the City for a background check, and shall staff its portion of the Project with those who have passed the background check to the City's satisfaction
5. Is duly licensed and authorized to do business in the City, and such business license is in full force and effect; and
6. Shall comply with all applicable Legal Requirements that are applicable to subcontractor and any portion of the Project work performed by subcontractor.

J. No person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.2 The representations and warranties made by Services Provider herein shall survive the completion of the Project and the termination or expiration of the Agreement.

SECTION EIGHT INSURANCE

8.1 Services Provider shall procure and maintain, and shall cause each subcontractor to procure and maintain at all times during the performance of the Project and for one year thereafter, at its own expense, the following insurances:

A. Workman's Compensation Insurance as required by applicable Legal Requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City or the Services Provider.

B. Comprehensive General Liability (bodily injury and property damage) insurance in a policy limit of not less than **\$1,000,000** for combined single limit per occurrence. Such General Liability insurance policy shall be endorsed as to include the City as an additional insured.

C. **[If applicable]** Professional Liability insurance, for the protection from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable; such Professional Liability insurance will provide

for coverage in an amount of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

D. Automobile Liability insurance with a combined single limit of \$1,000,000—see per accident.

E. Employer's Liability insurance with limits of \$1,000,000 per occurrence.

F. ***[Insert any other applicable insurance coverages, as appropriate. See #12-CTW and consult with Dwight and the City Attorney's office]***

8.2 Certificates of Insurance indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement. If the Services Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of this Agreement, and the Certificate of Insurance shall state that coverage is claims-made and the retroactive date. Services Provider shall provide the City annually with a Certificate of Insurance for each type of insurance required hereunder. It is further agreed that the Services Provider and/or Insurance Carrier shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Services Provider.

8.3 All insurance policies required hereunder, and all renewals thereof, shall be provided by a company or companies authorized to do business in Nevada and having a A.M. Best rating of A:+ or higher, and shall expressly:

A. Provide that such policies shall not be cancelled or altered without thirty (30) days prior written notice to City; and

B. Waive subrogation against the City, its officers, agents, servants and employees; and

C. Provide that they are primary and noncontributing with any insurance which City may carry; and

D. Include or be endorsed to cover Services Provider's contractual liability to the City; and

E. Be signed by a person authorized by that insurer and licensed by the State of Nevada; and

F. Disclose all deductibles and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION NINE EVENT OF DEFAULT

9.1 As used herein, "City Event of Default" means any willful or intentional misconduct, fraud, or misrepresentation by City, or any breach of this Agreement, which City fails to remedy within five (5) days after written notice thereof to City, in the case of an event

which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to City, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and City shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for City in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed six months.

9.2 As used herein, “Services Provider Event of Default” means any willful or intentional misconduct, fraud, or misrepresentation by Services Provider, or any breach of this Agreement, which Services Provider fails to remedy within five (5) days after written notice thereof to Services Provider, in the case of an event which can be cured by the payment of a sum of money, or within fifteen (15) days after written notice thereof to Services Provider, in the case of any other event; provided however, that if such non-monetary event is susceptible of cure but cannot reasonably be cured within such 15-day period, and Services Provider shall have commenced to cure such event within such 15-day period and thereafter diligently and expeditiously proceeds to cure the same, such 15-day period shall be extended for an additional period of time as is reasonably necessary for Services Provider in the exercise of due diligence to cure such event, which additional period of time shall in no event exceed two months.

9.3 A breach of this Agreement includes without limitation the following:

A. If Services Provider is unable to obtain or maintain any Governmental Authorizations necessary to perform its obligations under this Agreement;

B. If Services Provider shall be or become insolvent, voluntarily or involuntarily, or if Services Provider shall compound Services Provider’s debts, or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver, liquidator or trustee is appointed for Services Provider’s property, or in the event Services Provider shall be adjudged a bankrupt, or if Services Provider makes an assignment for the benefit of creditors, or if Services Provider files a petition under any chapter of the Bankruptcy Act;

C. If Services Provider assigns or attempts to assign this Agreement without the City’s prior written consent;

D. If Services Provider fails to provide the City with proof of insurance coverage as required by this Agreement;

E. If any financial statement, resume, statement of qualifications or representations and warranties of Services Provider, given to City by Services Provider, was materially false when given.

SECTION TEN TERMINATION

10.1 The City may terminate this Agreement at any time without cause upon notice to the Services Provider, and the City shall have no liability to Services Provider for such termination except that the City shall pay Services Provider for the reasonable value of Services provided by Services Provider to City up through and including the date of termination, provided

that the Services Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

10.2 The City may, upon written notice to Services Provider, terminate this Agreement immediately "for cause" upon a Services Provider Event of Default.

10.3 The Services Provider may, upon written notice to the City, terminate this Agreement immediately "for cause" upon a City Event of Default.

10.4 Either party may terminate this Agreement pursuant to any term of this Agreement which gives such party a right of termination.

SECTION ELEVEN DISPUTE RESOLUTION

11.1 All disputes between City and Services Provider shall be resolved in the following manner:

A. The City's representative and the Services Provider's Responsible Person will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner.

B. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the City's representative and the Services Provider's Responsible Person shall,

within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

C. Copies of each written summary shall be exchanged between the City's representative and the Services Provider's Responsible Person, and provided to the City's Assistant City Manager, or his or her designee. Within fifteen (15) calendar days thereafter, the City's Assistant City Manager, or his or her designee, and the Services Provider's Responsible Person will meet to resolve the dispute. A written record of these negotiations will be made. The record will summarize all issues of dispute, the resolutions to resolved issues, and unresolved issues, if any.

D. If there are still unresolved issues, the written record will be reviewed by the City's City Manager, or his or her designee, who will render a determination regarding such dispute. Such determination will be the final administrative determination.

E. If the Services Provider disagrees with the determination of the City's City Manager, or his or her designee, the Services Provider may only initiate an action in the Eighth Judicial District Court in and for Clark County to resolve such dispute. The City retains the right to all remedies available at law or in equity. The Parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

14.3 Assignment. Any attempt to assign this Agreement by the Services Provider without the prior written consent of the City shall be void.

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

14.5 Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants, and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect.

14.6 Attorneys' Fees. In the event any action is commenced by either party against the other in connection herewith (including any action to lift a stay or other bankruptcy proceeding), the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court. This Section 14.6 shall survive the completion of the Project until the applicable statutes of limitation expire.

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

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

14.9 Ownership of documents. All plans, drawings, specifications, reports, photographs, studies, permits, estimates, digital mapping, CAD files, mylar, **[List all other documents prepared in your transaction]** or other like documents given, prepared or assembled by the Services Provider or any subcontractor that are related to the performance of this Agreement are deemed to be a "Work made for Hire" and are the property of the City, except to the extent such is not allowed by applicable Legal Requirements.

14.10 No Brokers. City and Services Provider each represent and warrant that neither of them has dealt with a broker or otherwise agreed to pay a broker's or agent's commission, finder's fee or other like compensation to anyone in connection with this Agreement, and Services Provider and City each agrees to indemnify, defend and hold the other party harmless from and against such claims or costs, including reasonable attorneys' fees, if the indemnifying party has wrongly made this representation and warranty. This Section 14.10 shall survive the expiration or earlier termination of this Agreement.

14.11 Headings. The paragraph headings of this Agreement have been inserted only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Agreement, or be used in any manner in the interpretation of this Agreement.

14.12 Interpretation. Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word “person” shall be construed to include a natural person or any other entity. The words “include” or “including” shall be deemed to incorporate “without limitation”.

14.13 No Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative or joint venturer of the other.

14.14 Further Assurances. Buyer and Seller shall each execute and deliver all such documents and perform such acts as are reasonably requested by the other party to effectuate the transactions contemplated by this Agreement, provided that such further assurances are provided by each party at no additional cost to such party and are otherwise consistent with the terms and intent of this Agreement.

14.15 Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

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

14.17 Force Majeure. In the event any party is unable to perform its obligations under this Agreement because of a Force Majeure Event, then such party shall provide the other party with notice of its inability to perform its obligations hereunder, together with documentation supporting the existence of such Force Majeure Event, and shall promptly begin to perform, or resume performance of, its obligations under this Agreement upon the cessation of the Force Majeure Event. As used herein, a “Force Majeure Event” means labor strikes, extraordinary civil commotion, war, warlike operation, fire or other casualty, inability to obtain fuel or energy, unusual or uncustomary weather conditions, or other acts of God, or other causes beyond a party’s reasonable control (financial inability excepted).

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

City of North Las Vegas

[Services Provider Name]

By: _____
Shari L. Buck , Mayor

By: _____
**[Type Name and Title of Person
Executing Document]**

Attest:

By: _____
Karen Storms, City Clerk, CMC

Approved as to Form:

Nicholas Vaskov, Acting City Attorney

By:
Acting City Attorney

Exhibit A

Scope of Work

Form A

Included

Form B
Included

