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December 7, 2011

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)**

Bids will be received in the Office of the City Clerk, inside the New City Hall 2250 Las Vegas Boulevard, North Suite 800, North Las Vegas, Nevada, 89030 **until 2:00 p.m., WEDNESDAY, DECEMBER 21, 2011** and will be publicly opened and read shortly thereafter in the Purchasing Conference Room Located in Suite 838 at the previous address in the New City Hall.

The Pre-Bid Conference will be held on TUESDAY, DECEMBER 13, 2011 at 10:00 a.m. in the Purchasing Conference Room Located in Suite 838 located in City Hall at 2250 Las Vegas Boulevard, North, North Las Vegas, Nevada 89030. The purpose of this conference is to discuss the Bid requirements and answer any questions or concerns. Attendees should submit their questions and/or concerns by mail to Renee' Swanson, Buyer, 2250 Las Vegas Boulevard, North, North Las Vegas, NV 89030 or by e-mail at swansonr@cityofnorthlasvegas.com. **The cutoff for questions and answers will be THURSDAY, DECEMBER 15, 2011 at NOON Pacific Standard Time.**

PROPOSAL documents can be picked up in the Purchasing & Risk Management Office located in Suite 820, Monday through Thursday, 8:00 a.m. - 4:00 p.m. at the address above. Proposal documents 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 Proposals, waive any informality or technicality or to otherwise accept Proposals deemed in the best interest of the City.

A handwritten signature in blue ink that reads "Karen L. Storms".

Karen L. Storms, CMC
City Clerk

**Published Review Journal
December 7, 2011**

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
GENERAL PROVISIONS**

1. **PROJECT SPECIFICATIONS:**
The Bidder/Contractor shall not take advantage of any apparent error or omission in the 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.
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. **PERFORMANCE OF WORK:**
The selected firm shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.
4. **FORM OF CONTRACT:**
Execution of the agreement similar to the attached (Sample) agreement by all named parties and issuance of a Purchase Order will authorize delivery of services obtained under this bid.
5. **LABELING OF BIDS:**
All bids must be submitted in a sealed envelope plainly marked, "**BID NO. 1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)**" with address of the firm in the upper right corner. No responsibility will attach to the City, any official or employee thereof, for the pre-opening, post-opening, or failure to open, a bid not properly addressed and identified.
6. **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 Renee' Swanson, Buyer swansonr@cityofnorthlasvegas.com or ATTN: Renee' Swanson, City of North Las Vegas, 2250 Las Vegas Boulevard, North, Suite 820, North Las Vegas, NV 89030. Preferable method is via e-mail. 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 proposal as submitted. All addenda so issued shall become part of the Contract Documents.
7. **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 vendor will indicate if he is bidding the Wastewater Treatment Chemicals as an individual line item or as a lump sum price.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
GENERAL PROVISIONS**

8. 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.

9. SUBMISSION OF BIDS:

Bids may be submitted as follows:

A. When possible, each bid must be submitted in a sealed envelope of adequate size, show the BIDDER'S name and address and be marked "**B 1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)**", with the name of the bid, to clearly indicate its contents.

B. When sent by mail, the sealed bid must be addressed to the City Clerk, City of North Las Vegas, 2250 Las Vegas Boulevard, North, Suite 800, North Las Vegas, Nevada 89030 in whose Office the bids are to be received prior to the deadline.

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

10. CORRECTED BID AMOUNT:

The extended price will be calculated by multiplying the quantity by the unit price, as used in the "Description of Bid Items".. 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.**

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. PUBLIC OPENING:

BIDS 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 CITY official for the pre-opening of, or the failure to open, a bid not properly addressed or identified.

13. CONSIDERATION OF BIDS:

After the bids are opened and read, the bids for each chemical 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 the best interest of the City will be promoted.

14. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this BID, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of work for this project. The Addenda must be acknowledged and returned in the Bid document.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
GENERAL PROVISIONS**

15. AWARD OF CONTRACT:

The award of contract, if awarded, will be based on either the TOTAL price for ALL chemicals, or by EACH Chemical Separately and will be awarded to the lowest responsive and responsible BIDDER whose bid complies with all the requirements. The award, if made, will be within sixty (60) days after opening bids. The successful BIDDER will be notified, by letter mailed to the address shown on his offer, that his bid has been accepted.

Upon completion of an executed contract the Purchasing/Contracts/Risk Manager will issue a Purchase Order which will authorize the successful BIDDER to furnish, deliver, install and invoice for items and services specified in this bid.

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 City, 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 (unit price **OR** extended price) for each chemical.

16. BID PROTESTS:

Any individual or company who submits a BID 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.

17. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

18. 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. **Upon award the successful bidder must have a North Las Vegas Business License.** All bids received in violation of this law shall be rejected and returned to the BIDDER.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
GENERAL PROVISIONS**

19. TERMS OF THE AGREEMENT:

This AGREEMENT commences after it is approved by the CITY and the attached contract is executed. The term of the agreement is three (3) years, with two (2) options to renew for one (1) additional year.

20. INSURANCE:

The Successful bidder 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. In compliance with this provision, the Successful Bidder 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:

<u>GENERAL LIABILITY</u>	
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
Aggregate of	\$ 2,000,000

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage 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.

21. WORKER'S COMPENSATION INSURANCE:

The Service Provider shall secure, maintain in full force and effect and bear the cost of complete Worker'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.

22. 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 proposer's performance on this project.

23. PROVISIONS PROVIDED BY LAW:

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

**CITY OF NORTH LAS VEGAS
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GENERAL PROVISIONS**

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.

24. CANCELLATION OF CONTRACT:

The CITY 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 CITY. The City has the right to terminate any contract based on non-compliance by the awarded vendor with a 30 day written notice.

25. TAXES:

The City is exempt from State, Retail and Federal Excise Tax. The proposal price must be net, exclusive of taxes.

26. EXCEPTIONS:

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

27. 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.

28. ESCALATION:

Prices may be increased after the initial two (2) year contract during the renewal years but cannot exceed 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.

29. DEFAULT

The City may declare the Contractor in default if the Contractor:

- a) fails to begin the work under this contract within the time specified,
- b) fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time
- c) performs the work in an unsatisfactory manner
- d) willfully neglects or refuses to remove materials
- e) becomes insolvent or be declares bankruptcy
- f) commits any act of bankruptcy or insolvency
- g) fails to complete the work in an acceptable manner, or
- h) fails to comply with any other material term of this Contract.

The Purchasing/Contracts/Risk Manager shall give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same. The City may declare the Contractor in default entitling the City to any and all remedies at law or equity, including permitting the City to take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City. The City reserve the option to complete the work own its own, enter into a new contract for the completion of the work, or use such other methods for the completion of the work in an acceptable manner.

All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any amount due or which may become due on this contract. If the expense incurred by the City exceeds the sum that would have been payable under this contract, the Contractor will be liable to the City for the amount of such excess.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
GENERAL PROVISIONS**

30. 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.

31. ADDITIONAL SITES:

The City reserves the right to add additional sites as mutually agreed upon *by the City and the Successful Bidder*.

32. ADDITIONAL SERVICES:

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

33. ADDITIONAL UNITS:

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

The cutoff date for any questions regarding this project is: WEDNESDAY, DECEMBER 15, 2011 AT NOON PACIFIC STANDARD TIME. Any questions beyond this cut off time will not be answered.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)**

**SCOPE OF WORK STATEMENT
(ATTACHMENT "A")**

***PERFORMANCE OF WORK STATEMENT
(PWS)
ATTACHMENT A***

CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
SCOPE OF WORK
PERFORMANCE OF WORK STATEMENT
EXHIBIT "A" (Attachment 1)

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, statutory requirements, 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 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 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.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
SCOPE OF WORK
(ATTACHMENT "A" CONTINUED)**

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 wastewater industry in Elevated or Imminent status, all deliveries shall be between the designated hours at the Agency for that status. All suppliers will be required to follow prescribed delivery methods and regulations during the Elevated or Imminent 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 Agency will take appropriate action to gain resolution.

Supplier(s) shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State or local requirements. Chemical containers supplied by the 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 Agency's 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 for the quoted chemical
3. Chemical certificate of analysis for all chemicals

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
SCOPE OF WORK
(ATTACHMENT "A" CONTINUED)**

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 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 wastewater treatment equipment.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
SCOPE OF WORK
(ATTACHMENT "A" CONTINUED)**

5.2 Polymers, Liquid

The selected supplier(s) may be required to submit samples to the Agency for testing and evaluation prior to the Agency's acceptance of this agreement.

Some polymer properties desired in this product are:

- a. High molecular weight
- b. Chlorine resistant
- c. Change density not pH sensitive
- d. Supplied in liquid form
- e. Reduces or eliminates the need for inorganic flocculent chemicals
- f. Forms an easily dewatered sludge
- g. Specific gravity equal or near to water (s.g.=1.00)
- h. Water soluble
- i. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
- j. Ability to be fed full strength, or diluted in-line to the point of application
- k. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
- l. Free from monomers
- m. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

Supplier must be capable of providing technical support, including on-site jar testing and training as specified by plant operations.

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 Agreement.

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "B")**

TECHNICAL SPECIFICATION

ATTACHMENT B

LIQUID FERRIC CHLORIDE

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
(ATTACHMENT “B”)**

ATTACHMENT “B” – CITY OF NORTH LAS VEGAS TECHNICAL SPECIFICATIONS

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 Agency’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) weight of FeCl₃ in shipment in pounds = (wt. of Liq. Ferric Chloride in shipment 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 Agency 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 Agency within 24 hours from the time of verbal or written notification of such revocation or lapse. Loss of this certification shall constitute a breach of contract.
- D. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its bid, 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 Agency 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.

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 TECHNICAL SPECIFICATIONS
 (ATTACHMENT "B" CONTINUED)**

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 Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that area result of shipment or transfer into the Agency's tanks. The supplier shall reimburse the Agency 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 Agency's normal usage of the Liquid Ferric Chloride, the Agecny 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 Agency.
- F. The Liquid Ferric Chloride supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the Agency'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

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "B" CONTINUED)**

- H. The Agency 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 Agency.
- (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 Agency 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 Agency. 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 makeup water(s) or may collect and analyze samples of the makeup 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 Agency 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.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "B" CONTINUED)**

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 Agency 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 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 Agency 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 Agency shall assume the weight of the Liquid Ferric Chloride delivered (transferred to the Agency) 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 Agency'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.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "B" CONTINUED)**

- 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 Agency'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 Agency. The driver shall follow the instructions posted at the unloading station.
- I. The driver shall follow all Agency's security procedures and requirements for personal protective equipment. The Agency shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- J. Before unloading, upon arrival at the WRF the driver shall notify WRF Operations Office that a delivery has arrived on site. The driver shall sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The Agency 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 Agency reserves the right to subject samples of the Liquid Ferric Chloride to analysis to determine if the Liquid Ferric Chloride meets the Agency's specifications. The supplier shall facilitate the sampling process, when asked. Failing to comply with the Agency'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 Agency, 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 Agency. Alternatively, the Agency 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 Agency rejects.
- L. All employees, drivers, and subcontractors will be subject to background checks at the sole cost of the supplier.

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "C")**

TECHNICAL SPECIFICATION

ATTACHMENT C

LIQUID SODIUM HYPOCHLORITE

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Hypochlorite
(ATTACHMENT "C")**

**ATTACHMENT "C" – CITY OF NORTH LAS VEGAS 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 gallon weight of NaOCl (dry) delivered in pounds. The supplier shall calculate the volume weight 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)
 - (iii) wt. of NaOCl in shipment in lb = (wt. of Liq. Sodium Hypo. in ship. in lb)(NaOCl conc., in %by wt.)
 - (iv) 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 Agency 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.

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 Technical Specifications
 For Liquid Sodium Hypochlorite
 (ATTACHMENT "C" CONTINUED)**

3. CHEMICAL COMPOSITION/IMPURITIES

- A. As part of its bid, 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 Agency 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 Agency's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the Agency's tanks. The supplier shall reimburse the Agency 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 Agency's normal usage of the Liquid Sodium Hypochlorite, the Agency 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 Agency.
- H. The Liquid Sodium Hypochlorite supplied must not contain any impurities that cause abnormally rapid decomposition and/or gas production in the Agency's storage vessels.

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 Technical Specifications
 For Liquid Sodium Hypochlorite
 (ATTACHMENT "C" CONTINUED)**

- 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
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 Agency 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.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Hypochlorite
(ATTACHMENT "C" CONTINUED)**

- 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 Agency.
- (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 Agency 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 Agency. 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 makeup water(s) or may collect and analyze samples of the makeup 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.

CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Hypochlorite
(ATTACHMENT "C" CONTINUED)

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 Agency 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 Agency 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 Agency'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.

CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Hypochlorite
(ATTACHMENT “C” CONTINUED)

- F. The supplier shall measure delivery quantities as the total weight of Liquid Sodium Hypochlorite delivered in pounds. The Agency shall assume the weight of the Liquid Sodium Hypochlorite delivered (transferred to the Agency) 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 Agency’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 Agency’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 Agency. The driver shall follow the instructions posted at the unloading station.
- J. The driver shall follow all Agency security procedures and requirements for personal protective equipment. The Agency shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- K. Before unloading, upon arrival at the WRF the driver shall notify WRF Operations Office that a delivery has arrived on site. The driver shall sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The Agency 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 Agency 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 Agency’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 Agency, 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 Agency 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 Agency rejects.
- M. All employees, drivers and subcontractors will be subject to background checks at the sole cost of the supplier.

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 Technical Specifications
 For Liquid Sodium Hypochlorite
 (ATTACHMENT "C" CONTINUED)**

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 Agency'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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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "D")**

TECHNICAL SPECIFICATION

ATTACHMENT D

LIQUID SODIUM BISULFITE

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Bisulfite
(ATTACHMENT "D")**

**ATTACHMENT "D" – CITY OF NORTH LAS VEGAS 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 Agency'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 Agency shall assume the weight of the product (solution) delivered (transferred to the Agency) 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 Agency'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 Agency 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.

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 Technical Specifications
 For Liquid Sodium Bisulfite
 (ATTACHMENT "D" CONTINUED)**

- 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 Agency 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 Agency'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 Agency 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 Agency.
- G. The Agency 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:

Note:

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

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.

CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Bisulfite
(ATTACHMENT "D" CONTINUED)

- 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 Agency. The reporting units and maximum analytical reporting detection limits are listed in Item H above.
- K. The supplier shall supply the Agency 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 Agency. 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 makeup water(s) or the supplier may collect and analyze samples of the makeup 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 Agency 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 Agency's storage vessels.

3. CERTIFICATE OF ANALYSIS/CERTIFICATE OF CONFORMANCE

- A. The supplier shall submit a certificate of analysis to the Agency 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.

CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Bisulfite
(ATTACHMENT "D" CONTINUED)

4. DELIVERY LOGISTICS

- A. The supplier shall deliver the Liquid Sodium Bisulfite 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 two Liquid Sodium Bisulfite storage tanks at the WRF is 9,000 gallons (two 4,500 gallon tanks.)
- B. The supplier shall ship the Liquid Sodium Bisulfite 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 Bisulfite 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 Agency'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 Bisulfite delivered in pounds. The Agency shall assume the weight of the Liquid Sodium Bisulfite delivered (transferred to the Agency) is equal to net weight of the Liquid Sodium Bisulfite in the delivery vehicle. The supplier shall ensure the complete transfer of Liquid Sodium Bisulfite from the delivery vehicle to the Agency's storage tanks.
- G. The Liquid Sodium Bisulfite 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 Bisulfite 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 Bisulfite 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 Agency'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 Agency. The driver shall follow the instructions posted at the unloading station.
- J. The driver shall follow all Agency security procedures and requirements for personal protective equipment. The Agency shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Sodium Bisulfite
(ATTACHMENT "D" CONTINUED)**

- K. Before unloading, upon arrival to the site, the driver shall stop at the WRF Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The Agency 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 Bisulfite is delivered.

- L. The Agency reserves the right to subject samples of the Liquid Sodium Bisulfite to analysis to determine if the Liquid Sodium Bisulfite meets the Agency's specifications. The supplier shall facilitate the sampling process, when asked. Failing to comply with the Agency'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 Agency, there is a necessity to remove non-conforming Liquid Sodium Bisulfite, the supplier shall remove and replace any and all non-conforming Liquid Sodium Bisulfite within 24 hours of being notified without additional cost to the Agency. Alternatively, the Agency may remove the Liquid Sodium Bisulfite and the cost for removal and disposal shall be billed to the supplier. The supplier may not charge for delivered material the Agency rejects.

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

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "E")**

TECHNICAL SPECIFICATION

ATTACHMENT E

LIQUID CATIONIC POLYMER

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Liquid Cationic Polymer
(ATTACHMENT "E")**

**ATTACHMENT "E" – CITY OF NORTH LAS VEGAS TECHNICAL SPECIFICATIONS
LIQUID CATIONIC POLYMER**

1. GENERAL

The Agency's Water Reclamation Facility (WRF) thickens waste activated sludge (WAS) on Model 2.0M GBT BDP Industries gravity belt thickeners the dewaterers the thickened biosolids on Model CD755-00-34 GEA Westfalia centrifuges. The Agency should produce 12,000 dry tons of sludge during 2012.

In order for the Polymer to meet the Agency's requirements, it must achieve the following minimum results, using Water Environment Federation (WEF) Standard Methods:

- a) Cake solids of 18%
- b) Solids capture of 95%

Sludge feed rates will be 150 GPM. Thickened sludge will typically be 4.0 % solids.

The delivered polymer shall meet the performance requirements without (as determined by the Agency) centrate foaming.

Offerors will be allowed to recommend up to three different polymer solution concentrations for their product, and polymer dose in order to meet the City's requirements.

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

2. Product Testing

The Agency will determine if polymer testing is required. If polymer product testing is required, the Agency will evaluate offered polymer products based upon the lowest overall cost to the Agency. All costs associated with the required testing will be the sole responsibility of the offeror.

In order to objectively determine the lowest overall offeror, the Agency will apply evaluation factors to the price offered per pound of polymer to arrive at the lowest total overall cost to the Agency. The evaluation will incorporate the per pound price to reflect the estimated total overall cost to the Agency, considering polymer dose, dewatering recovery, and sludge hauling costs.

3. City's Equipment

The WRF storage/feed system consists of two 8,000 gallon bulk storage tanks. Polymer can also be directly fed from totes into the system. The system operates automatically and is demand activated by high/low level sensors. In addition, the system automatically prepares a preset polymer concentration of a gallon-of-polymer to gallon-of-water ratio.

Polymer is fed to the gravity belt thickener and centrifuge using a variable speed, 0-7 GPM positive displacement pump.

Polymer GPM feed, polymer concentration, sludge feed GPM, feed solids and all operational parameters are controlled and recorded on the City's SCADA system.

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "F")**

TECHNICAL SPECIFICATION

ATTACHMENT F

CITRIC ACID

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
(ATTACHMENT "F")
ATTACHMENT "F" – CITY OF NORTH LAS VEGAS TECHNICAL SPECIFICATIONS
CITRIC ACID**

1. DELIVERY LOGISTICS

- A. The supplier shall deliver the Citric Acid to the following location:

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 500 gallons (two totes at 250 gallons each.)

- B. The supplier shall ship the Citric Acid to the Agency in totes on delivery trucks with lift gates and Fork lift to set totes at designated area.
- 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 Citric Acid delivered in pounds. The Agency shall assume the weight of the Citric Acid delivered (transferred to the Agency) is equal to net weight of the Citric Acid in the delivery vehicle. The supplier shall ensure the complete transfer of the Citric Acid from the delivery vehicle to the Agency's designated area.
- F. The Citric Acid shall be free from extraneous materials and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps and other metering devices constructed of corrosion resistant material.
- G. The tank truck must be equipped with a hose of the size and length to connect with the hose to the storage tanks if needed. The hose must have a "quick connect" to connect with the fitting on the totes if needed. All appurtenant valves, pumps, and discharge hoses used for the delivery of the Citric Acid, shall be clean and free from contaminating material. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- H. The tank truck must be sealed and equipped with a self-contained system to deliver all the Citric Acid the designated tote pads. The inputs to these tanks are above the height of the output of typical tank trucks. An example of a delivery mechanism is pressurizing the tank with an air pump the supplier shall supply all transfer equipment. The supplier shall not use the Agency'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 Agency. The driver shall follow the instructions posted at the unloading station.
- I. The driver shall follow all Agency security procedures and requirements for personal protective equipment. The Agency shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- J. Before unloading, upon arrival to the site the driver shall stop at the WRF Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station. The Agency 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.

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Citric Acid
(ATTACHMENT "F" CONTINUED)**

- K. The Agency reserves the right to subject samples of the City of North Las Vegas to analysis to determine if the Citric Acid meets the Agency's specifications. The supplier shall facilitate the sampling process, when asked. Failing to comply with the Agency'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 Agency, there is a necessity to remove non-conforming Citric Acid, the supplier shall remove and replace any and all non-conforming Citric Acid within 24 hours of being notified without additional cost to the Agency. Alternatively, the Agency may remove the Citric Acid and the cost for removal and disposal shall be billed to the supplier. The supplier may not charge for delivered material the Agency rejects.

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

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
TECHNICAL SPECIFICATIONS
(ATTACHMENT "G")**

TECHNICAL SPECIFICATION

ATTACHMENT G

GRANULAR ACTIVATED CARBON

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
Technical Specifications
For Granular Activated Carbon
(ATTACHMENT "G")**

**ATTACHMENT "G" – CITY OF NORTH LAS VEGAS TECHNICAL SPECIFICATIONS
GRANULAR ACTIVATED CARBON**

1. DELIVERY LOGISTICS

- A. The supplier shall deliver the Granular Activated Carbon (GAC) to the following location: Water Reclamation Facility (WRF), 2580 Betty Lane, Las Vegas, NV 89156 (corner of Betty Lane and Carey Avenue).
- B. The supplier shall ship the GAC to the Agency in palletized bags 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. Unclean off-loading equipment shall constitute sufficient grounds for rejection of the load.
- F. The driver shall follow all Agency security procedures and requirements for personal protective equipment. The Agency shall inform the supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.
- G. Before unloading, upon arrival to the site, the driver shall stop at the WRF Operations Office, sign in and present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. After review and approval of the delivery documents, Operations staff will then escort the driver to the appropriate unloading station or Warehouse. The Agency 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 GAC is delivered.
- H. The Agency reserves the right to subject samples of the GAC to analysis to determine if the GAC meets the Agency's specifications. The supplier shall facilitate the sampling process, when asked. Failing to comply with the Agency'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 Agency, there is a necessity to remove non-conforming GAC, the supplier shall remove and replace any and all non-conforming GAC within 24 hours of being notified without additional cost to the Agency. Alternatively, the Agency may remove the GAC and the cost for removal and disposal shall be billed to the supplier. The supplier may not charge for delivered material the Agency rejects.
- I. All employees, drivers and subcontractors will be subject to background checks at the sole cost of the supplier.

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**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
PRICING SHEET
(ATTACHMENT "H")**

PRICING SHEET

ATTACHMENT H

**CITY OF NORTH LAS VEGAS
 BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
 FORM H – CITY OF LAS NORTH VEGAS CHEMICAL PRICE SHEET**

Item No.	Description	Quantity	Unit of Measure	Unit Cost	Delivery/Freight Charge
1.	DETAILS IN ATTACHMENT B Liquid Ferric Chloride	646,800	Dry pounds	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
2.	DETAILS IN ATTACHMENT C Liquid Sodium Hypochlorite	775,000	Dry pounds	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
3.	DETAILS IN ATTACHMENT D Liquid Sodium Bisulfate	439,000	Pounds	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
4.	DETAILS IN ATTACHMENT E Cationic Liquid Polymer	98,550	Gallons	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
5.	DETAILS IN ATTACHMENT F Citric Acid, per pounds	75,500	Pounds	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
6.	DETAILS IN ATTACHMENT G Granular Activated Carbon, per pounds	93,500	Pounds	\$ _____	\$ _____
	Manufacturers Name: _____				
	Product Number: _____				
	DELIVERY/FREIGHT/STORAGE CHARGES/UNLOADING/INSTALLATION			\$ _____	\$ _____
	IF BIDDING ALL ITEMS PLEASE PUT YOUR TOTAL COST HERE			TOTAL COST	\$ _____

MY BID IS AN INDIVIDUAL LINE ITEM BID YES NO

MY BID IS FOR ALL LINE ITEMS LISTED ABOVE YES NO

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
BID SUBMITTAL PAGE
(ATTACHMENT "I")**

BID SUBMITTAL PAGE

ATTACHMENT I

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
BID SUBMITTAL PAGE
(ATTACHMENT "J")**

NON-COLLUSION AFFIDAVIT
MUST BE NOTARIZED, SIGNED AND RETURNED WITH YOUR BID OR YOUR BID WILL BE
CONSIDERED NON-RESPONSIVE

ATTACHMENT J



Your Community of Choice

CITY OF NORTH LAS VEGAS

**BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)
ATTACHMENT "J"**

Non-Collusion Affidavit

State of _____ County of _____

_____ being first duly sworn deposes that:

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

(Signed): _____
Title: _____

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

Notary Public

My Commission expires: _____

**CITY OF NORTH LAS VEGAS
BID B1404-WASTEWATER TREATMENT CHEMICALS (RE-BID)**

SAMPLE AGREEMENT

**

**THIS IS A SAMPLE AGREEMENT FOR YOUR LEGAL DEPARTMENT TO REVIEW PRIOR TO AWARD
OF THIS BID. THE ACTUAL CONTRACT WILL BE CREATED UPON RECOMMENDATION OF AWARD.**

**

PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2011, by and between the City of North Las Vegas, a Nevada municipal corporation (the "City") and _____, a _____ (the "Services Provider").

RECITALS:

A. The City desires to enter into a non-exclusive annual requirements contract for wastewater treatment chemicals (the "Services").

B. The Services Provider is experienced in and qualified to provide the Services in compliance with the requirements specified in the City's Bid B-1386 Wastewater Treatment Chemicals (the "Bid").

C. The Services Provider provided a written response to the Bid (attached hereto and incorporated herein as Exhibit A), and is experienced in and qualified to provide the Services.

D. The City desires to have the Services Provider perform all of the Services as described in the Bid, and the Services Provider agrees 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 THE SERVICES PROVIDER

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 and by any of its principals, officers, employees and agents. In performing these services, the Services Provider shall follow practices consistent with generally accepted professional standards of care. The Services Provider shall, without additional compensation, promptly correct and revise any errors or deficiencies in its services, reports or any portion of the Services. Approval by the City of any products or services furnished by the Services Provider shall not in any way relieve the Services Provider of responsibility for the professional and technical accuracy of its services.

1.2. The Services Provider shall assign _____ as the Principal-in-Charge ("Principal-in-Charge"). All of the Services specified by this Agreement shall be performed under the personal supervision of the Principal-in-Charge. Should the Principal-in-Charge be unable to complete his responsibility for any reason, the Services Provider shall notify the City in writing, and within four (4) calendar days thereafter, nominate a replacement for the City's approval who has an equivalent amount of experience performing the same type of services.

1.3. The Services Provider agrees that its officers and employees will cooperate with the City in the performance of services under this Agreement and will be available for consultation with the City during normal business hours.

1.4. This Agreement is non-exclusive. Nothing herein shall obligate the City to purchase all chemicals for the Wastewater Treatment Facility from the Services Provider.

SECTION TWO SCOPE OF SERVICES

The Services to be performed by the Services Provider shall consist of those services listed on the attached Exhibit A.

SECTION THREE CHANGES TO SCOPE OF SERVICES

3.1. The City may at any time, but only by written order, make changes within the general scope of this Agreement and in the Services to be performed. If such changes cause a significant increase or decrease in the Service Provider's cost or time required for performance of any services under this Agreement, the Parties may formally amend this Agreement. Any claim of the Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by the Services Provider of notification of changes by the City, or such claim shall be deemed waived by the Services Provider and the Services Provider will be deemed to have agreed to the changes without modification of the compensation or time of performance hereunder.

3.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded, to the Services Provider for changes to the Scope of Services without the prior written authorization of the City to proceed with such changes.

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

SECTION FOUR TERM OF AGREEMENT

This Agreement commences upon the date it is approved by the City at a formal City Council proceeding and shall end _____ after the date the City makes final payment to the Services Provider for services rendered under this Agreement, unless this Agreement is earlier terminated by the City.

**SECTION FIVE
TERMS OF PAYMENT**

5.1. Subject to any provisions of this Agreement concerning payment, the City shall pay the Services Provider for the entirety of the Scope of Work an amount not to exceed _____ and xx/100 Dollars (\$xx,000), in accordance with the rate set forth in Exhibit _____, which amount shall be paid pursuant to this Section.

5.2. Payment to the Services Provider shall be made within thirty (30) days after the City receives an 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 all of the information requested by the City.

5.3. No additional compensation shall be paid to the Services Provider for changes in the Services Provider's responsibilities without the prior written authorization of the City to proceed with such changes.

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

**SECTION SIX
TIME OF PERFORMANCE**

6.1. The Services Provider shall commence and complete work as set forth in the Scope of Services or as further directed by the City.

6.2. No additional time shall be given to the Services Provider for delay due to the negligence or intentional acts of the Services Provider or any of its officers, employees, or agents.

**SECTION SEVEN
AUDIT AND ACCESS TO RECORDS**

The Services Provider shall maintain all books, records, documents, and other evidence directly pertinent to performance under this Agreement as required by applicable law. The Services Provider shall also maintain a copy of the cost summaries and invoices submitted to the City. 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.

**SECTION EIGHT
REPRESENTATIONS AND WARRANTIES**

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

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

B. The execution, delivery and performance of this Agreement and the taking of all other lawful actions necessary to provide the Services as contemplated hereunder, by the persons executing, delivering and performing the same on behalf of the Services Provider, have been duly and validly authorized, and this Agreement and the other agreements and instruments contemplated hereby, constitute legal, valid and binding obligations of the Services Provider, enforceable in accordance with their respective terms.

C. The Principal-in-Charge is a duly licensed _____ with the State of Nevada, and each officer, employee or agent providing any services under this Agreement has obtained, and maintain in full force and effect, any and all licenses, certificates and permits that are required to be obtained under Nevada law and by any other law, rule, regulation or ordinance applicable to Services Provider and to the performance of the Services by the Services Provider.

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

E. The Services Provider is a sophisticated and qualified provider of the Services, whose personnel possess the level of professional expertise and experience that is necessary to properly perform the Services within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement. The Services Provider has the necessary personnel, equipment, tools, supplies, materials, and facilities to properly perform the Services within the required time period, with an appropriate level of diligence, skill and care, and pursuant to the terms, specifications and conditions of this Agreement.

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

SECTION NINE MISCELLANEOUS PROVISIONS

9.1. The City may terminate this Agreement, for any reason or no reason, upon fourteen (14) calendar days prior written notification of the termination to the Services Provider. Notification to the Services Provider of such termination shall be sent by the City in accordance with this Section 9. In the event of termination, the City agrees to pay the Services Provider the reasonable value for all work and services performed to the date of termination in accordance with Section 5.

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

9.3. All summaries, reports, samples, studies, or other property or documents given,

prepared or assembled by the Services Provider which are related to the performance of this Agreement are deemed to be the property of the City, except to the extent such is not allowed by Nevada law.

9.4. The Services Provider shall procure and maintain at its own expense, during the entire term of this Agreement, the following insurances:

A. Comprehensive General Liability (bodily injury and property damage) insurance with respect to the Services Provider's personnel and vehicles assigned to the prosecution of work under this Agreement in a policy limit of not less than \$1,000,000 for combined single limit per occurrence. The Services Provider's General Liability insurance policies shall be endorsed as to include the City as an additional insured.

B. 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 for the period of time covered by this Agreement. The Services Provider will provide the City thirty (30) calendar days notice in writing of any cancellation of, or material change in, the above described policy.

C. The Services Provider's Comprehensive General Liability policy shall automatically include or be endorsed to cover the Services Provider's contractual liability to the City, to waive subrogation against the City, its officers, agents, servants and employees, and to provide that the City will be given thirty (30) calendar days notice in writing of any cancellation of, or material change in, the policy.

D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before work is begun under this Agreement.

9.5. Notwithstanding any of the insurance requirements herein above set forth or limits of liability set forth therein, the Services Provider shall defend, protect, indemnify and hold harmless the City, its officers, agents and employees from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorney fees, and court costs which the City suffers or its officers or employees suffer, as a result of, or arising out of, the intentional or negligent acts or omissions of the Services Provider or its officers, agents and employees, in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 9.5 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

9.6. The Services Provider shall not assign, sublet or transfer its interest in this Agreement without the prior written approval of the City.

9.7. No consent or waiver, express or implied, by either party to this Agreement or of any breach by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach by such party hereunder.

9.8. The Chief of Police is hereby designated as the City's representative with respect to the work to be performed under this Agreement.

9.9. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada without regard to choice of law or conflicts of law.

9.10. The Services Provider shall comply with all laws, rules, regulations, and ordinances applicable to the work performed by the Services Provider under this Agreement, as such may be modified, supplemented or amended from time to time.

9.11. In the event any action is commenced by either party against the other in connection herewith, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 9.11 shall survive until the applicable statutes of limitation expire.

9.12. This Agreement constitutes the entire Agreement between the parties regarding the Services 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.

9.13. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties hereto.

9.14. Any notice required to be given hereunder shall be deemed to have been given when sent to the party to whom it is directed by personal service, hand delivery or U.S. certified mail, return receipt requested, at the following addresses:

CITY: CITY OF NORTH LAS VEGAS
Attention: WRF Facility Administrator
2580 Betty Lane
Las Vegas, Nevada 89156

SERVICES PROVIDER: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

CITY OF NORTH LAS VEGAS,
a Nevada municipal corporation

By: _____
Shari L. Buck, Mayor

ATTEST:

By: _____
Karen L. Storms, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey F. Barr, Acting City Attorney

SERVICES PROVIDER

By: _____
Name: _____
Title: _____

SAMPLE