

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 20____, by and between the CITY OF LAS VEGAS (herein the "City"), a municipal corporation within the State of Nevada, and REBEL OIL COMPANY, INC. (herein the "Supplier"), a corporation organized and existing under the laws of the State of Nevada.

RECITALS

WHEREAS, the Supplier and Las Vegas Valley Water District (herein "Originating Government Entity") have entered into that Contract dated April 26, 2014 (Bid No. 2249-13), which provides for Biodiesel (B100) and #2 Diesel Fuel (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Originating Government Entity; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of Exhibit "A", Special Conditions (3 pages), attached hereto and incorporated herein, and Exhibit "B" (58 pages), the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Contract.

3. The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Supplier Contract.

4. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

5. The City reserves its right to terminate this Contract and its use of the Supplier Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and the Originating Government Entity.

6. Any change or modification to the Supplier Contract between the Supplier and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.

7. Any notice or other communication given in connection with this Contract shall be made in writing and either delivered in person, by fax to the number provided below (if telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

FOR THE SUPPLIER: Attn: Patrick Cason
 Rebel Oil Company, Inc.
 2200 S. Highland Drive
 Las Vegas, NV 89101
 Fax: 702-382-4263

FOR THE CITY: Manager, Purchasing and Contracts
 City of Las Vegas
 495 South Main Street, 3rd Floor
 Las Vegas, Nevada 89101
 Fax: (702) 384-9964

The parties shall provide written notification of any change in the information stated above.

8. The Supplier agrees to maintain the insurance coverages defined in Exhibit "A" for the term of this Contract. The Supplier further agrees to provide the City's authorized insurance representative, Insurance Tracking Services, Inc., with certificates of insurance evidencing the procurement of all coverages and endorsements, and naming the City as an additional insured, within ten (10) days after execution of this Contract by the City.

9. Unless the content indicates otherwise, references in the Supplier Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.

10. This Contract may be executed in counterparts. All such counterparts will constitute the same Contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter

11. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.

12. Fair Employment Practices: In connection with the performance of work under this Contract, the Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

REBEL OIL COMPANY, INC.

YOLANDA C. JONES, C.P.M., CPPO
Manager, Purchasing and Contracts

Date

Patrick Cason, Vice President

Date

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

Date

APPROVED AS TO FORM:

Robert S. Sylvain

Deputy City Attorney

5-2-14

Date

EXHIBIT A - SPECIAL CONDITIONS

1. Invoices [CAO-5/2/12]

- a) The Supplier shall submit a detailed invoice with the delivery ticket to the City, after shipment of Goods. All invoices should identify the following items:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the Contract Item against which charges are made; and
 - (iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Supplier shall submit the original invoice with delivery ticket to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

The Supplier shall also submit a copy of the invoice and delivery ticket via email to Doug Arnold at rdarnold@lasvegasnevada.gov.

2. Insurance [CAO-1/12/09] R

- a) The Supplier shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Supplier and the Owner from potential Supplier employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance to Insurance Tracking Services (ITS) issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Supplier is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Supplier's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Commercial General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Supplier and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Supplier and include coverage for **hired** and **non-owned** vehicles. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

- b) Supplier must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide ITS with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas

C/O Insurance Tracking Services, Inc. (ITS)

P.O. Box 21919

Long Beach, CA 90801

Account Manager: Michael Palacios

Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999

Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to ITS if so requested.

- c) 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. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Owner requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Owner.
- d) All deductibles and self-insurance retentions shall be fully disclosed on the certificate of insurance. No deductible or self-insured retention may exceed \$25,000.00 without the prior written approval of the Owner.
- e) If the Supplier fails to carry the required insurance, the Owner may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.
- f) Any subcontractor or sub-consultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to the Owner of the same insurance requirements as specified above, and as required in this paragraph.
- g) The Supplier is encouraged to purchase any additional insurance as it deems necessary.
- h) The Supplier is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.

3. Indemnification [CAO-5/2/12]

- a) In addition to the insurance requirements set forth in Section 2. (Insurance), the Supplier shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- b) If a third party claim against the City for negligent performance by the Supplier is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Supplier what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

- c) It is expressly agreed that the Supplier shall defend the City against the Liabilities and in the event that the Supplier fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Supplier.

4. F.O.B. Point

The delivery point shall be the City of Las Vegas. The present delivery points, fuel type, and capacity are as follows:

FUEL LOCATIONS & TANK SIZES

	Delivery Location	Diesel Fuel
1.	Fire Station #1 - 500 N. Casino Center Blvd.	10,000 Gal. Cap.
2.	Fire Station #4 - 421 S. 15 th Street	4,000 Gal. Cap.
3.	Fire Station #2 - 900 S. Durango Dr.	4,000 Gal. Cap.
4.	Fire Station #42 - 7331 W. Cheyenne Rd.	4,000 Gal. Cap.
5.	Fire Station #7 - 10101 Banbury Cross Dr.	4,000 Gal. Cap.
6.	Fire Station #9 - 4747 N. Rainbow Blvd.	4,000 Gal. Cap.
7.	Fire Station #41 - 6989 N. Buffalo Dr.	4,000 Gal. Cap.
8.	Fire Station #10 - 1501 S. MLK Blvd.	4,000 Gal. Cap.
9.	Fire Station #43 - 6420 Smoke Ranch Rd.	4,000 Gal. Cap.
10.	Fire Station #44 - 7701 W. Washington Ave.	4,000 Gal. Cap.
11.	Fire Station #45 - 3821 N. Fort Apache Ave.	4,000 Gal. Cap.
12.	Fire Station #5 - 1020 Hinson St..	4,000 Gal. Cap.
13.	Fire Station #8 - 805 N. Mojave Rd.	4,000 Gal. Cap.
14.	Fire Station #47 - 911 Ridge Pine St.	4,000 Gal. Cap.
15.	East Fleet Service Center - 3100 E. Bonanza Rd.	12,000 Gal. Cap. Bio-Diesel
16.	Floyd Lamb Park - 9200 Tule Springs Rd.	500 Gal. Cap. Bio-Diesel
17.	Satellite Garage - 4357 Vegas Drive	12,000 Gal. Cap. Bio-Diesel
18.	Water Pollution Control Facility - 6005 E. Vegas Valley Dr.	2,500 Gal. Cap.
19.	West Fleet Service Center - 2950 Ronemus Dr.	12,000 Gal. Cap. Bio-Diesel

The owner reserves the right to delete or add facilities throughout the term of this contract to include renewal options.

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BLANKET ORDER AGREEMENT TO: Vendor ID: 5001053 REBEL OIL COMPANY INC 2200 HIGHLAND DR, LAS VEGAS, NV 89102 PHONE: 702 382-5866 FAX: 702 382-4263		LAS VEGAS VALLEY WATER DISTRICT 1001 SOUTH VALLEY VIEW LAS VEGAS, NEVADA 89153 TELEPHONE: 702-258-3200 FAX: 702-258-3900 PO number and, if applicable, Blanket number must appear on invoices, shipping papers and correspondence. Effective Date : 04/26/2014 Expiration Date : 02/28/2015 FOR INFORMATION CONTACT BARBER, JAMES R Phone: 7022583881 Fax: 702-258-3900		Blanket Order: 224901053 S h i p m e n t s As specified by each P.O. released against this Blanket. Freight: PA - PREPAY AND ADD	
Terms: NET 30		Ship Via: VENDORS CHOICE F.O.B. : DESTINATION		Approved Amount 2,000,000.00	
Seq# 1		Blanket Description At its regularly scheduled meeting on April 1, 2014, the Las Vegas Valley Water District Board of Directors awarded Bid Number 2249-13, Annual Requirements Contract for Biodiesel and #2 Diesel Fuel, to Rebel Oil Company, Inc., in the estimated amount of \$2,000,000.00 for the period from April 26, 2014 to February 28, 2015. Total orders under this contract may be more than, or less than, the estimated award amount. Expenditures cannot exceed the estimated amount without the approval of the Las Vegas Valley Water District. The number assigned to this blanket ordering contract is 224901053. This number is assigned to track expenditures under the contract. Individual purchase orders will be issued as orders are placed under the contract. Purchase orders issued under this contract shall be in accordance with the terms and conditions as set forth in the bid document and any amendments thereto. (JRB 4/1/14)			
For technical information or questions please contact: MORWOOD, JAMES D / FLEET SERVICES MANAGER / 7022598103		Blanket Order Total : 2,000,000.00			
CC :		BY: 			
Special Instructions :		AUTHORIZED REPRESENTATIVE			

LAS VEGAS VALLEY WATER DISTRICT
BOARD OF DIRECTORS
AGENDA ITEM
April 1, 2014

Subject: Award of Bid	Director's Backup
Petitioner: David H. Wright, Chief Financial Officer	
Recommendations: That the Board of Directors award Bid No. 2249-13, Annual Requirements Contract for Biodiesel and #2 Diesel Fuel, to Rebel Oil Company, Inc., the low bidder, in the estimated amount of \$2,261,962, from April 26, 2014 through February 28, 2015, with the option to renew for four one-year periods, and authorize an increase not to exceed 30 percent for each of the renewal terms.	

Fiscal Impact:

The estimated \$2,261,962 is available in the District's Operating Budget.

Background:

This request is for an annual requirements contract for biodiesel blend fuel that will be used in place of conventional diesel fuel. Biodiesel (B100) is produced from a variety of feedstocks, such as soybean oil, yellow grease, animal fat, or algae. This renewable product is then blended as a 5 percent (B5) or 20 percent (B20) mix with conventional #2 ultra-low sulfur diesel fuel. This blended mixture is recognized by both the State of Nevada and the U.S. Department of Energy as an alternate fuel. NRS 486(A) requires the District, as a public entity with a fleet of more than 50 vehicles located in a county with a population of more than 100,000, use alternate fuels. Compliance is regulated by the Nevada Division of Environmental Protection.

The annual increase request amount of 30 percent is the same amount that was approved for the current contract with Rebel Oil Company, Inc., and the preceding contract with Haycock Petroleum Company. This higher-than-normal increase percentage is used to cover potentially volatile fluctuations in crude oil pricing, which will allow the contract to remain in effect should crude oil prices spike. Prices are based upon an industry index plus margin charged by the awardee. The awardee's margin will not change as prices fluctuate.

Bid documents were sent to fifteen potential bidders. Staff recommends award be made to Rebel Oil Company, Inc., as the low bidder.

BIDS RECEIVED

Rebel Oil Company, Inc.
Thomas Petroleum Company, LLC
River City Petroleum, Inc.
IPC (USA), Inc.
*Corrected Total

TOTAL

\$2,261,962.00
\$2,277,015.00*
\$2,293,088.00
\$2,329,880.00*

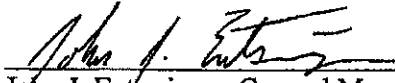
AGENDA
ITEM #

5

Award of Bid
April 1, 2014
Page Two

This action is authorized pursuant to NRS 332.065 and Section 1(13) of the Las Vegas Valley Water District Act, Chapter 167, Statutes of Nevada 1947. The office of the General Counsel has reviewed and approved this item.

Respectfully submitted:



John J. Entsminger, General Manager

JJE:PDS:DHW:MCH:TAB:JRB:jcd
Attachment

Bid Tabulation for Bid No. 2249-13, ARC for Biodiesel (B100) & #2 Diesel Fuel

Vendor	IPC (USA), Inc.	Rebel Oil Company, Inc.	River City Petroleum, Inc.	Thomas Petroleum Company, LLC
Extended ULSD #2:	\$1,821,636.00	\$1,796,040.00	\$1,800,000.00	\$1,793,700.00
Extended B99:	\$472,509.00	\$440,010.00	\$450,000.00	\$447,525.00
Extended Small Delivery Surcharge for 500 Gallons or Less:	\$1,440.00	\$657.00	\$1,113.00	\$750.00
Extended Small Delivery Surcharge for 1,000 Gallons or Less:	\$2,100.00	\$940.00	\$2,380.00	\$1,500.00
Extended Small Delivery Surcharge for 2,000 Gallons or Less:	\$12,800.00	\$3,520.00	\$9,040.00	\$8,000.00
Extended Small Delivery Surcharge for 4,000 Gallons or Less:	\$2,475.00	\$630.00	\$1,260.00	\$1,200.00
Extended Delivery Charge for Up to 35 Miles:	\$1,725.00	\$5,175.00	\$12,420.00	\$9,660.00
Extended Delivery Charge Beyond 35 Miles in LV Metro Area:	\$207.00	\$270.00	\$360.00	\$300.00
Extended Delivery Charge Beyond LV Metro Area But in Clark County:	\$574.00	\$430.00	\$240.00	\$300.00
Extended Delivery Charge Beyond Clark County:	\$6,734.00	\$6,760.00	\$8,970.00	\$7,150.00
Extended Winterization Charge:	\$3,000.00	\$2,850.00	\$2,625.00	\$2,250.00
Estimated Taxes and Fees:	\$4,680.00	\$4,680.00	\$4,680.00	\$4,680.00
Grand Total:	\$2,329,880.00	\$2,261,962.00	\$2,293,088.00	\$2,277,015.00
Payment Terms:	Net 30	Net 30	Net 30	Net 30
Grand Total Including Payment Terms:	\$2,329,880.00	\$2,261,962.00	\$2,293,088.00	\$2,277,015.00
Delivery:	24 Hours	24 Hours	24 Hours	24 Hours
Bid Signed?	Yes	Yes	Yes	Yes
All Three Addenda Acknowledged?	Yes	Yes	Yes	Yes
Attachments:				
Subcontractor Information?	Yes	Yes	Yes	Yes
Disclosure of Ownership/Principals Form?	Yes	Yes	Yes	Yes
Evidence of Signatory Authority?	Yes	Yes	Yes	No
Tech Spec Pages with Responses?	Page 24 but no Page 25	Yes	Yes	Yes
Pipeline Specification Report?	Yes	Yes	Yes	Yes
Biodiesel Producer's Certificate of Analysis?	Yes	Yes	Yes	Yes
Corrected Total				
Bidder Recommended for Award				

TECHNICAL SPECIFICATIONS

BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

Name of Firm

Rebel Oil Company, Inc.

INTENT: It is the intent of these specifications to provide biodiesel (B100) and #2 Diesel that will conform to these specifications, and be suitable for continuous use by the Owner. The fuel offered shall be a new product in accordance with the limits stated below.

The successful bidder shall comply with all applicable Federal, State of Nevada, and local government laws and regulations concerning emission control, spill control, hazardous material control, and safety standards in effect at the time of delivery to the Owner.

All bidders are required to fill out the chart indicating the specifications/limits for the Biodiesel (B100) product that they will be offering. In addition, all bidders are required to include with their bid a Certificate of Analysis for the Biodiesel (B100) product that they will be offering.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

BIDDERS ARE REQUIRED TO RETURN THIS TECHNICAL SPECIFICATION SECTION WITH AN ENTRY IN THE RIGHT HAND "FACTORS/COMPOSITION" COLUMN, THAT DESCRIBES THEIR PRODUCT ACCORDING TO THE SPECIFICATIONS/LIMITS IN THE LEFT HAND COLUMN.

1. SPECIFICATIONS/LIMITS

ULTRA-LOW-SULFUR DIESEL #2	FACTORS/COMPOSITION
GRAVITY, API@60 degrees F, 30	<i>Meets or exceeds (see specs)</i>
VISCOSITY, Kinematic cST @ 100 degrees EF (40EC), 1.0 to 4.1	<i>Meets or exceeds</i>
FLASH POINT, Min EF (40EC), 125(52)	<i>Meets or exceeds (see specs)</i>
SULFUR CONTENT, PPMW Max 15	<i>Meets or exceeds (see specs)</i>
CETANE NUMBER, Min. 40	<i>Meets or exceeds (see specs)</i>

Technical Specifications
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ULTRA-LOW-SULFUR DIESEL #2 (Cont'd)	FACTORS/COMPOSITION
CLOUD POINT, 10 EF (6EC) below the lowest expected fuel temperature to prevent clogging of fuel filters by crystals	Meets or exceeds
WATER AND SEDIMENT, % Max., 0.05ACCELERATED STABILITY TOTAL INSOLUBLES, mg/100ml, Max. 1.5	Meets or exceeds
CARBON RESIDUE on 10%, Max. 0.35	Meets or exceeds
ASH, weight %, Max. 0.01	Meets or exceeds
DISTILLATION Temperature, EF (EC) IBP, Typical #, 375 (191) 10% Typical #, 430 (221) 50% Typical #, 510 (256) 90% +, 625 (329) Max. End Point # 675 (357) Max.	Meets or exceeds

2. SPECIFICATIONS/LIMITS

BIODIESEL (B100)	FACTORS/COMPOSITION
FLASH POINT: 100.0 degrees C	Meets or exceeds (see COA)
WATER & SEDIMENT: 0.010 max, % vol	Meets or exceeds (see COA)
KINEMATIC VISCOSITY, 40 C: 1.9 – 6.0, mm x mm/sec	Meets or exceeds (see COA)
SULFATED ASH: 0.020 max, % mass	Meets or exceeds (see COA)
SULFUR: 0.05 max, %mass	Meets or exceeds (see COA)
COPPER STRIP CORROSION: No. 3 max	Meets or exceeds (see COA)
CETANE: 40 min	Meets or exceeds (see COA)
CLOUD POINT: report to customer, degrees C	-3 °C (see COA)
CARBON RESIDUE	Meets or exceeds (see COA)
ACID NUMBER: 0.35 max, mg KOH/gm	Meets or exceeds
TOTAL GLYCERIN: 0.180 max, % mass	Meets or exceeds
DISTILLATION IPB 5% - 95%	Meets or exceeds
ADDITIVES	—

LAS VEGAS VALLEY WATER DISTRICT

BID FORM

(REVISED AS PER ADDENDUM #2)

BID NUMBER 2249-13 ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B99) AND #2 DIESEL FUEL

Item No.	Description	Estimated Qty (Gallons)	Assumed Unit Price	Unit Price (\$/Gallon)	Extended Price (\$)
1.	ULTRA-LOW-SULFUR DIESEL #2	360,000	\$5.00	<u>\$ <.011></u>	<u>\$1,796,040.00</u>
Item No.	Description	Estimated Qty (Gallons)	Assumed Unit Price	Unit Price (\$/Gallon)	Extended Price (\$)
2.	BIODIESEL (B99)	90,000	\$5.00	<u>\$ <.111></u>	<u>\$ 440,010.00</u>
3.	DELIVERY SURCHARGES BY VOLUME				
3A	SMALL DELIVERY SUR-CHARGE, 500 GALLONS OR LESS	3,000	<u>\$.219</u>		<u>\$ 657.00</u>
3B	SMALL DELIVERY SUR-CHARGE, 501 TO 1,000 GALLONS	10,000	<u>\$.094</u>		<u>\$ 940.00</u>
3C	SMALL DELIVERY SUR-CHARGE, 1,001 TO 2,000 GALLONS	80,000	<u>\$.044</u>		<u>\$ 3520.00</u>
3D	SMALL DELIVERY SUR-CHARGE, 2,001 TO 4,000 GALLONS	30,000	<u>\$.021</u>		<u>\$ 630.00</u>

Bid Form
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ITEM 4. DELIVERY SURCHARGES BY DISTANCE

ENTER THE FINAL ADDRESS IN THE LAS VEGAS METRO AREA FROM WHICH THE BIODIESEL (B100) OR #2 DIESEL TANKER DEPARTS FOR A DELIVERY TO EITHER LVVWD OR SNWS:

5054 N. Sloan Ln.
North Las Vegas, NV
89115

ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B100) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT AS INDICATED BELOW. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM THE ADDRESS IN ITEM 8.

4A. \$.015 (PER GALLON BASE RATE FOR ALL DELIVERIES OF UP TO 35 MILES) X AN ESTIMATED 345,000 GALLONS = \$5,175.00

4B. \$.009 (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES BEYOND 35 MILES IN THE LAS VEGAS METROPOLITAN AREA.) X AN ESTIMATED 30,000 GALLONS = \$270.00

4C. \$.043 (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES OUTSIDE THE LAS VEGAS METROPOLITAN AREA BUT WITHIN CLARK COUNTY, E.G., LEE CANYON, LAUGHLIN, JEAN) X AN ESTIMATED 10,000 GALLONS = \$430.00

4D. \$.104 (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES OUTSIDE OF CLARK COUNTY, E.G., DISTRICT RANCH SITES IN WHITE PINE COUNTY.) X AN ESTIMATED 65,000 GALLONS = \$6,760.00

ITEM 5. WINTERIZATION SURCHARGE:	Surcharge (Only) Price	Extended Total
150,000 GALLONS	\$.019 /Gallon	\$2,850.00
ITEM 6. ESTIMATED TAXES AND FEES:		\$4,680.00
GRAND TOTAL OF ITEMS 1 - 6:		\$2,261,962.00

DELIVERY: 24 Hours (24 Hour Maximum)

STANDARD PAYMENT TERMS: 2%, 20 Calendar Days, Net 30.

Bidder's Note: Owner's Standard Payment Terms will be applied to all invoices resulting from the award of this bid unless bidder submits an Alternate Payment Term below.

ALTERNATE PAYMENT TERMS: 0 % 30 Calendar Days, Net 30

Bid Form
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ATTACHMENTS TO BID FORM:

1. Subcontractor information.
2. Disclosure of Ownership/Principals Form
3. Written evidence of signatory's authority to bind the company is attached.
4. A copy of the technical specification pages showing conformance to or variations from the specifications are attached.
5. A copy of the Pipeline Specification Report.
6. A copy of the biodiesel producer's Certificate of Analysis.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. <u>1</u> , dated <u>12/23/13</u>	Addendum No. _____, dated _____
Addendum No. <u>2</u> , dated <u>01/15/14</u>	Addendum No. _____, dated _____
Addendum No. <u>3</u> , dated <u>01/29/14</u>	Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. **ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION BY THE BOARD.**

Patrick Cason 2/10/14
SIGNATURE OF BIDDER DATE

Patrick Cason
NAME OF BIDDER (PRINT OR TYPE)

702-382-5866
PHONE NUMBER OF BIDDER

NV 19541000676
BUSINESS LICENSE NUMBER

Rebel Oil Company, Inc.
LEGAL NAME OF FIRM

2200 S. Highland Dr., Las Vegas, NV 8910
ADDRESS OF FIRM, CITY, STATE, ZIP

702-382-4263
FAX NUMBER OF BIDDER

Nevada
ISSUING JURISDICTION

Bid Form
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

FOR INFORMATIONAL PURPOSES ONLY:

N/A

The above referenced firm is a ☐ SBE ☐ MBE ☐ WBE ☐ DBE as defined below.

SMALL BUSINESS ENTERPRISE (SBE):

Businesses whose previous year's annual gross receipts do not exceed \$2M for non-construction and \$5M for construction.

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

Businesses that are at least 51% owned and controlled by one or more minority persons of Native American, African American/Black, Hispanic American, or, Asian-Pacific/Asian Indian American ethnicity. Please check the appropriate box.

Native American Indians African Americans/Black Hispanic Americans

Asian Pacific/Asian Indian Americans

WOMAN OWNED BUSINESS ENTERPRISE (WBE):

Businesses that are at least 51% owned and controlled by one or more non-minority women.

CHALLENGED BUSINESS ENTERPRISE (DBE):

Businesses at least 51% owned and controlled by one or more disabled individuals.

HAS YOUR FIRM BEEN CERTIFIED AS A SMALL, MINORITY, WOMEN-OWNED OR CHALLENGED BUSINESS ENTERPRISE?

☐ Yes ☐ No If yes, please specify the Certifying Agency:

Date of Certification _____

Recertification Date _____

LAS VEGAS VALLEY WATER DISTRICT
Bid No. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
ATTACHMENT 1
SUBCONTRACTOR INFORMATION

It is our intent to utilize the following subcontractors in association with this Contract:

1. Subcontractor Name: NONE
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: ☐ SBE ☐ MBE ☐ WBE ☐ DBE
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: ☐ SBE ☐ MBE ☐ WBE ☐ DBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: ☐ SBE ☐ MBE ☐ WBE ☐ DBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: ☐ SBE ☐ MBE ☐ WBE ☐ DBE

☐ No SBE, MBE, WBE, or DBE subcontractors will be used



**SPECIFICATIONS FOR EPA
ULTRA LOW SULFUR DIESEL FUEL**

Product Code 84 (1)(2)(3)(4)(5)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287, D1298, D-4052	30.0	
Flash, P.M., deg. F.	D-93	125	
Sulfur, ppm max	D-5453, D-7039		11.0 (2)
Aromatic %	D-1319		35.0 (3)
Biodiesel (FAME) %	D-7371		0.0
Color D-1500			4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0 (3)	
Haze Rating/Workmanship	D-4176		2.0
Cloud Point deg. F.	D-2500	ASTM(4)	
Pour point deg. F.	D-97	ASTM(4)	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KMEP specifications, product must meet ASTM D-975 latest revision, with exception to lubricity and conductivity requirements; this product may require treatment with a lubricity and/or conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) At pipeline input; terminal delivery/distribution not to exceed 15 ppm.
- (3) EPA Ultra Low Sulfur on-highway diesel requires a Cetane Index of 40 or maximum Aromatics of 35%.
- (4) Due to fungible specifications, the cloud/pour point for diesel products must comply with the ASTM specifications for the region in which the diesel is produced. It should be noted that diesel products distributed into colder climates may require cloud and/or pour point suppressors, i.e., winterization.
- (5) Product may contain up to 5 vol% renewable diesel content. (See renewable definition in section 6.1)



Biodiesel of Las Vegas
5233 East El Campo Grande Avenue
North Las Vegas, NV-89115
Phone: 702-942-4395

CERTIFICATE OF ANALYSIS				
Product:	Biodiesel			
Company:	Biodiesel of Las Vegas			
Date Sampled:	1/29/2014			
Date Reported:	1/30/2014			
Lot Number:	B1389-B1395			
ANALYSIS	METHOD	UNIT	RESULTS	LIMIT
Flash Point	ASTM D 93	°C	166	93 min
Methanol Content	EN 14110	% mass	0.0575	0.20 max
Water and Sediment	ASTM D 2709	% volume	< 0.05	0.05 max
Sulfur	ASTM D 5453	ppm	3.9	15 max
Cloud Point	ASTM D 2500	°C	-0.3	Report
Acid Number	ASTM D 564	mg KOH/g	0.13	0.5 max
Free Glycerin	ASTM D 6584	% mass	0.009	0.020 max
Total Glycerin	ASTM D 6584	% mass	0.148	0.240 max
Monoglycerides	ASTM D 6584	% mass	0.278	Report
Diglycerides	ASTM D 6584	% mass	0.082	Report
Triglycerides	ASTM D 6584	% mass	0.075	Report
Oxidation Stability	EN 15751	hours	4.9	3 min
Cold Soak Filtration	ASTM D 7501	seconds	121	360 max
Haze Rating	ASTM D 4176	haze	1	2 max
Water (Karl Fischer)	ASTM D 6304	% mass	0.04	Report
Results from most recent full specification testing reported by Inspectorate Laboratory.				
Job ID: 2013-HTC-06109	Date Reported: 9/27/2013		Location: Pasadena, TX	
ANALYSIS	METHOD	UNIT	RESULTS	LIMIT
Calcium and Magnesium	EN 14538	ppm	< 2	5 max
Kinematic Viscosity @ 40°C	ASTM D 445	mm ² /sec.	4.336	1.9-6.0
Sulfated Ash	ASTM D 874	% mass	< 0.005	0.02 max
Copper Strip Corrosion	ASTM D 130	N/A	1a	No. 3 max
Cetane Number	ASTM D 613	N/A	51.5	47 min
Carbon Residue	ASTM D 4530	% mass	< 0.05	0.05 max
Phosphorus Content	ASTM D 4951	% mass	< 0.001	0.001 max
Distillation, 90% recovered	ASTM D 1160	°C	359	360 max
Sodium and Potassium	EN 14538	ppm	< 2	5 max

For Biodiesel of Las Vegas:
Kelly Zaugg, Chemist

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type					
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization
☐ Other					
Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:		Rebel Oil Company, Inc.			
(Include d.b.a., if applicable)					
Street Address:		2200 S. Highland Drive		Website: www.rebeloil.com	
City, State and Zip Code:		Las Vegas, NV 89102		POC Name and Email: Gregg Benson greggb@rebeloil.com	
Telephone No:		702-382-5866		Fax No: 702-382-4263	
Local Street Address:		see above		Website: see above	
City, State and Zip Code:		see above		Local Fax No: see above	
Local Telephone No:		see above		Local POC Name Email: see above	
Number of Clark County, Nevada Residents Employed: 550					

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Jack Cason	President	18%
Patrick Cason	Vice President	41%
Dana Cason-Teepe	Secretary - Treasurer	41%

This section is not required for publicly-traded corporations.

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

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

Patrick Cason
 Signature
 Vice President
 Title

Patrick Cason
 Print Name
03/04/2014
 Date

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF LVVWD EMPLOYEE OR OFFICIAL AND JOB TITLE	RELATIONSHIP TO LVVWD EMPLOYEE OR OFFICIAL	LVVWD EMPLOYEE'S/OFFICIAL'S DEPARTMENT
none N/A			

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

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

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

For LVVWD Use Only:

If no Disclosure or Relationship is noted above or if the section is marked N/A, please check this box:

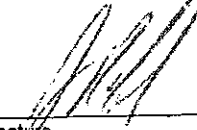
☐ No Disclosure

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

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

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

Notes/Comments:



Signature

James L. Barber
Print Name
Authorized Department Representative



The information presented on this website is prepared as an informational service only and should not be relied upon as an official record of action on a business license. For official records and action taken upon applications, please contact the city of Las Vegas Finance and Business Services at (702) 229-6281.

Search for existing businesses

within the corporate limits of the City of Las Vegas ONLY

1) Search by:

- ☒ business name [partial match]
- ☐ business address [partial match; [See Tips](#)]
- ☐ business license [EXACT match]
- ☐ owner name [partial match]
- ☐ business category code [Use 3-char code] [show me all codes](#)
- ☐ new licenses issued the last 7 days

2) Show licenses per page [2~100max]

3) Search for

4) ☒ Wrap text in columns to fit screen, for printing.

5)

HELP! - [Show me the search tips please!](#)

P = Primary

X = Secondary

Business Name	Type of Business	Address	Zip	Phone	License #	Status	Multijurisdiction	CLV	NLV	HEN	CC	Owner	Owner title
REBEL OIL CO INC	SERVICE STATION	1900 W Sahara Ave	89102		A55-00359	Active						BAILEY, CARL L	Sec
												CASON, PETER J	VP
												CASON, JACK E	Pres
REBEL OIL COMPANY INC	ADMINISTRATIVE OFFIC	2200 Highland Dr	89102	7023825866	A01-01073	Active						CASON, JACK E	Pres
												BAILEY, CARL L	Sec

[↑ TOP OF PAGE](#)

Business License Search Results

Click on the license number to view the business license detail information.

License Num	Multi- J Num	Business Name	Primary Jurisdiction	Non Primary Jurisdiction	License Status	Business Address
2001187.GAM-105	.	Rebel Oil Co., Inc.			Licensed	2810 N Rancho Dr North Las Vegas, NV 89032
2001188.GAM-105	.	Rebel Oil Co., Inc.			Licensed	4240 E Craig RdNorth Las Vegas, NV 89081
2001189.GAM-105	.	Rebel Oil Co., Inc.			Licensed	845 N Decatur Blvd Las Vegas, NV 89107
2001190.GAM-105	.	Rebel Oil Co., Inc.			Licensed	2001 N Las Vegas BlvdNorth Las Vegas, NV 89030
2001191.GAM-105	.	Rebel Oil Co., Inc.			Licensed	3051 E Bonanza Rd Las Vegas, NV 89101
2001192.GAM-105	.	Rebel Oil Co., Inc.			Licensed	1080 S Rainbow BlvdLas Vegas, NV 89107
2001193.GAM-105	.	Rebel Oil Co., Inc.			Licensed	4665 E Sunset Rd Henderson, NV 89014
2001546.GAM-105	.	Rebel Oil Co., Inc.			Licensed	3540 E Lake Mead Blvd North Las Vegas, NV 89030
2001547.GAM-105	.	Rebel Oil Co., Inc.			Licensed	890 N Pecos RdLas Vegas, NV 89110
2001548.GAM-105	.	Rebel Oil Co., Inc.			Licensed	250 W Craig RdNorth Las Vegas, NV 89031
10 License(s) Found						

[Return to Previous Search Criteria](#)
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Business Entity Information			
Status:	Active	File Date:	10/22/1954
Type:	Domestic Corporation	Entity Number:	C1000-1954
Qualifying State:	NV	List of Officers Due:	10/31/2014
Managed By:		Expiration Date:	
NV Business ID:	NV19541000076	Business License Exp:	10/31/2014

Registered Agent Information			
Name:	DANA CASON TEEPE	Address 1:	2200 S HIGHLAND DRIVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89102
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		
View all business entities under this registered agent			

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 15,000.00
Par Share Count:	150.00	Par Share Value:	\$ 100.00

Officers			
☐ Include Inactive Officers			
President - JACK CASON			
Address 1:	2200 S HIGHLAND DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	
Status:	Active	Email:	
Director - PAT CASON			
Address 1:	2200 S HIGHLAND DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	
Status:	Active	Email:	

Secretary - DANA CASON TEEPE			
Address 1:	2200 S HIGHLAND DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	
Status:	Active	Email:	
Treasurer - DANA CASON TEEPE			
Address 1:	2200 S HIGHLAND DRIVE	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89102	Country:	
Status:	Active	Email:	
Actions/Amendments			
Click here to view 28 actions/amendments associated with this company			

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**LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NV 89153**

**ADDENDUM NO. 3
BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT FOR
BIODIESEL (B99) AND #2 DIESEL FUEL**

Addendum No. 3 is being issued to revise the subject bid document. The change is listed below:

Bid Form, Page 2, Item 4, Delivery Surcharges by Distance: In the cell on the right hand side, which contains pricing information for the distances described in Subsections 4A, 4B, 4C, and 4D, there is an instructional paragraph at the top. At the end of the second sentence there is a reference to Item 8. Please change this reference to Item 4.

This addendum was distributed by email. All bidders are encouraged to acknowledge receipt electronically, and bidders must indicate receipt of this Addendum No. 3 by executing the acknowledgement on Page 3 of the Bid Form. Failure to do so may result in rejection of the bid.

Except as indicated above, the bid remains unchanged. **The bid opening will take place on the revised date set in Addendum No. 1, which is Tuesday, February 11, 2014 at 10:16 a.m. at the District's Valley View Campus, 1001 S. Valley View Blvd., Las Vegas, NV.**

James Barber
Purchasing Analyst

Date

**LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NV 89153**

**ADDENDUM NO. 2
BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT FOR
BIODIESEL (B99) AND #2 DIESEL FUEL**

Addendum No. 2 is being issued to revise the subject bid document. The changes are listed below:

General Conditions, Section 20 B., Page 18, Escalation: Delete this paragraph and replace it with the following:

Charges for Tax-Exempt Dyed Ultra-Low-Sulfur Diesel Fuel (ULSD) #2 and B99 Biodiesel: During the life of this contract, the gross low rack posting from the OPIS daily 10:00 a.m. (Eastern Time) contract rack posting for the Las Vegas, Nevada market for ULSD #2 will change, but the markup or discount (margin price) applied to this posting will remain firm. The change in cost will apply to both ULSD #2 and B99 Biodiesel. Pricing for deliveries on any day of the week shall be taken from the previous Thursday's daily posting as described above, which will be in effect from 12:01 a.m. (Pacific Time) on the Saturday morning after the aforementioned Thursday daily pricing is published, through 11:59 p.m. (Pacific Time) on the following Friday night. A breakdown of all pricing will be furnished weekly in an electronic format throughout the contract, and submitted to the designated contacts specified by the Owner. OPIS reports will be furnished upon request to verify pricing discrepancies as needed. The Owner and any or all joinder users of this bid may elect to purchase ULSD without any biodiesel content.

Special Conditions, Section 2, Page 10, Pricing Methodology for the Bid Form and Comparison for Award: Delete the second and third paragraphs and replace them with the following:

The gross low rack posting from the OPIS daily 10:00 a.m. (Eastern Time) contract rack posting for the Las Vegas market for ULSD #2 will be used (*as described in the revised Section 20 B. of the General Conditions in Addendum No. 2 above*) to calculate the successful bidder's invoice price for both the B99 and diesel fuel portions of all biodiesel blend purchased.

An assumed gross low rack posting from the OPIS daily 10:00 a.m. (Eastern Time) contract rack posting for the Las Vegas market for the price per gallon of ULSD #2 has been entered on the Bid Form, along with a similar assumed figure for B99. The competition for this bid is based on entries for: 1) the margin price per gallon of ultra-low sulfur diesel #2, 2) the margin price per gallon for B99, and 3) the delivery charges and surcharges per gallon, as applicable, for load size and one-way distance traveled.

Addendum No. 2
ARC for Biodiesel (B99) and #2 Diesel Fuel
Page Two

New Special Condition #13: This new section has been added:

13. **FEDERAL EXCISE TAX (FET) AND RIN CREDIT REVISIONS**

FET credits ended effective January 1, 2014. It is unknown at this time if FET credits will return, and, if so, if they will be retroactive or not. The District and the joinder users of this bid would like to receive some benefit from the return of the credits if this occurs, without jeopardizing the award process while they are absent. **For this reason, all references in the bid to B100 are now B99.** This change will not affect regulatory compliance with the requirements of the Nevada Department of Environmental Protection, and it could help reduce the price of the renewable portion of the fuel to the extent that greater use will be encouraged. It also eliminates the need to speculate at this point about the possible return of FET credits. For these reasons, please use the attached revised version of Page 1 of the Bid Form, which eliminates the columns for FET and RIN credits and changes the Bid Form's B100 references to B99.

This addendum was distributed by email. All bidders are encouraged to acknowledge receipt electronically, and bidders must indicate receipt of this Addendum No. 2 by executing the acknowledgement on Page 3 of the Bid Form. Failure to do so may result in rejection of the bid.

Except as indicated above, the bid remains unchanged. **The bid opening will take place on the revised date set in Addendum No. 1, which is Tuesday, February 11, 2014 at 10:16 a.m. at the District's Valley View Campus, 1001 S. Valley View Blvd., Las Vegas, NV.**

James Barber
Purchasing Analyst

Date

LAS VEGAS VALLEY WATER DISTRICT
BID FORM
(REVISED AS PER ADDENDUM #2)
BID NUMBER 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B99) AND #2 DIESEL FUEL

Item No.	Description	(A) Estimated Qty. (Gallons)	(B) Assumed OPIS Price	(C) Margin Price (+ or -)	Extended Total A x (B +/- C)
1.	ULTRA-LOW-SULFUR DIESEL #2	360,000	\$5.00	\$ _____	\$ _____
Item No.	Description	Estimated Qty. (Gallons)	Assumed Price	(C) Margin Price (+ or -)	Extended Total A x (B +/- C)
2.	BIODIESEL (B99)	90,000	\$5.00	\$ _____	\$ _____
3.	DELIVERY SURCHARGES BY VOLUME	Estimated Qty. (Gallons)	Delivery Surcharge Per Gallon		Extended Total
3A	SMALL DELIVERY SUR- CHARGE, 500 GALLONS OR LESS	3,000	\$ _____		\$ _____
3B	SMALL DELIVERY SUR- CHARGE, 501 TO 1,000 GALLONS	10,000	\$ _____		\$ _____
3C	SMALL DELIVERY SUR- CHARGE, 1,001 TO 2,000 GALLONS	80,000	\$ _____		\$ _____
3D	SMALL DELIVERY SUR- CHARGE, 2,001 TO 4,000 GALLONS	30,000	\$ _____		\$ _____

**LAS VEGAS VALLEY WATER DISTRICT
1001 S. VALLEY VIEW BOULEVARD
LAS VEGAS, NV 89153**

**ADDENDUM NO. 1
BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT FOR
BIODIESEL (B100) AND #2 DIESEL FUEL**

Addendum No. 1 is being issued to revise the subject bid document. The changes are listed below:

Invitation to Bid, Page 1, Bid Opening Date: Because of the need for time to adjust to possible changes in FET and RIN credits taking effect on January 1, 2014, the bid opening date has been changed to February 11, 2014.

General Conditions, Page 10, Item 5, Initial Term: Delete the text and replace it with the following: "The initial term of this contract shall be from the date specified on the notice of award to March 31, 2015." It is the District's intent to allow a minimum of thirty days between notice of award and placement of orders under the new contract.

General Conditions, Page 19, Item 22, Terms of Payment: Add the following fifth paragraph to this item, "The District will make ACH payments to the Successful Bidder upon request. To qualify for ACH payments, the Successful Bidder will have to fill out Exhibit A, Electronic Funds Transfer Enrollment Form and Agreement." No bidder is required to fill out this form prior to receipt of award.

Special Conditions, Page 21, Item 6, Biodiesel Quality Requirements: Delete the fifth paragraph, which starts with "Biodiesel may be produced...."

Special Conditions, Page 22, Item 9, Winter Operability and Winterization: Delete the first paragraph and replace it with the following: "The cold filter plug point (CFPP) of the blended biodiesel products shall be as follows." In the last paragraph of this item, delete the second sentence, which reads, "This item is not part of the bid evaluation." Winterization costs now have had an estimated volume applied to them on the bid form, so they are included in the total cost for evaluation purposes.

Technical Specifications, Page 24, Item 1, Ultra-Low Sulfur Diesel #2 (ULSD #2): A question was raised at the pre-bid conference concerning whether or not the District and the joinder users of this bid would be willing to consider "Renewable Diesel Fuel," a mix of #2 Diesel fuel and various renewable feedstocks, as a substitute for ULSD #2. At this time, the answer is no, as the District and the joinder users of the biodiesel fuel supplied pursuant to this bid would prefer to test renewable diesel fuel and evaluate its potential engine warranty ramifications prior to making any change in specifications for ULSD #2, which must remain a petroleum product for this bid.

Addendum No. 1
ARC for Biodiesel (B100) and #2 Diesel Fuel
Page Two

Pre-bid Conference Sign-In Sheet: Those present at the pre-bid conference requested copies of this sheet. A copy is attached as Exhibit B.

Invoice and Bill of Lading History: A vendor representative present at the pre-bid conference requested this information for the three most recent biodiesel deliveries for which it is available. This information is attached as Exhibit C.

Bidders must indicate receipt of this Addendum No. 1 by executing the acknowledgement on Page 3 of the Bid Form. Failure to do so may result in rejection of the bid.

Except as indicated above, the bid remains unchanged. **The bid opening will take place on its revised date, which is Tuesday, February 11, 2014 at 10:16 a.m. at the District's Valley View Campus, 1001 S. Valley View Blvd., Las Vegas, NV.**

James Barber
Purchasing Analyst

Date

LAS VEGAS VALLEY WATER DISTRICT

INVITATION TO BID

**BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL**

This bid will establish an annual requirements contract for Biodiesel (B100) and #2 Diesel Fuel, for the period from date of award through February 28, 2015, with four one-year renewal options. The fuel will be delivered FOB Destination, Freight Prepaid and Added, in accordance with the bid specifications and conditions. Contact James Barber, Purchasing Analyst, at (702) 258-3881 or at jim.barber@lvvwd.com for more information.

The bid package is available from the Las Vegas Valley Water District, 1001 S. Valley View Boulevard, Las Vegas, NV 89107. Telephone (702) 258-3200.

A Prebid Conference will be held on Tuesday, December 17, 2013, @ 8:30 am, at the following address:

Las Vegas Valley Water District
Powell Conference Room
1001 So. Valley View Blvd.
Las Vegas, NV 89153

(DO NOT SEND BID CORRESPONDENCE TO THIS ADDRESS.)

Bids will be accepted at the Las Vegas Valley Water District address specified in the General Provisions section of this bid package **on or before January 7, 2014, at 10:15 a.m.**

GENERAL PROVISIONS

BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. INTENT OF INVITATION

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

2. TERMS

The term "Bidder," as used throughout this document will mean a vendor submitting a response to this bid solicitation. The terms "Contractor" and "Successful Bidder," as used throughout this document, will mean the party to whom the bid is awarded.

The term "Board" as used throughout this document will mean the Las Vegas Valley Water District Board of Directors.

The term "Director" as used throughout this document will mean the Las Vegas Valley Water District Director of Finance.

The terms "Owner" and "LVVWD," as used throughout this document will mean the Las Vegas Valley Water District.

3. DESIGNATED CONTACT

For questions pertaining to this Invitation to Bid please contact James Barber, Purchasing Analyst, at (702) 258-3881 or at jim.barber@lvvwd.com, or the Purchasing and Contracts Front Desk at (702) 258-3200.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the Board or between a Bidder and a non-designated Owner contact regarding this bid is prohibited from the time the bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified in the General Provisions. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in their bid being rejected by the Board.

5. FEDERAL, STATE, LOCAL LAWS

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

6. TAXES

The Owner is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use

Tax (Employee Identification Number 88-6000363). A copy of the tax-exempt letter is available upon request. The price(s) bid must be net, exclusive of these taxes.

7. COLLECTION AND PAYMENT OF SALES TAX

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

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Contractor agrees that unauthorized aliens will not be employed in the performance of this contract.

9. CONFIDENTIAL/PROPRIETARY INFORMATION

The Owner is a public agency as defined by state law, and such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the Owner's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Bidders are advised that once a bid is received by the Owner, its contents will become a public record and nothing contained in the bid will be deemed to be confidential except proprietary information. Bidders shall not include any information in their bid that is proprietary in nature or that they would not want to be released to the public. Bids must contain sufficient information to be evaluated without reference to any proprietary information.

If a Bidder feels that he/she cannot submit his/her bid without including proprietary information, the Bidder must adhere to the following procedure or the bid may be recommended for rejection.

Bidder must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the bid number. The envelope must contain a letter from the Bidder's legal counsel describing the documents in the envelope, representing in good faith, that the information in each document meets the definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets said definitions.

Upon receipt of a bid accompanied by such a separate sealed envelope, the Owner will open the envelope to determine whether the procedure described above has been followed.

In the event that a Bidder submits information which is marked "Confidential" or "Proprietary" and does not follow the specified procedures, the Bidder will be given the option to either retract the reference in writing within eight hours after notification by the Owner or have their bid recommended for rejection by the Board.

Any information submitted, pursuant to the above procedure, will be used by the Owner only for the purpose of evaluating bids and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a Bidder who submits the proprietary information according to the above procedure must have its legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed as Bidder's consent to the disclosure of the information by the Owner, Bidder's waiver of claims for wrongful disclosure by Owner, and Bidder's covenant not to sue Owner for such disclosure.

Bidder also agrees to fully indemnify the Owner if the Owner is assessed any fine, judgment, court cost or attorney fees as a result of a challenge to the designation of information as proprietary.

BIDDERS ARE WARNED THAT THE OWNER WILL CONSIDER THAT ANY DOCUMENTS SUBMITTED WITH THEIR BID THAT ARE STAMPED "CONFIDENTIAL" OR "PROPRIETARY" THAT DO NOT CONFORM TO THE ABOVE REFERENCED PROCEDURE (I.E., SUBMITTED IN A SEPARATE SEALED ENVELOPE LABELED "PROPRIETARY INFORMATION" TOGETHER WITH A LETTER FROM THE BIDDERS LEGAL COUNSEL) WILL BE OPEN TO PUBLIC REVIEW.

10. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

11. INDEMNITY

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

12. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this Invitation to Bid, the Owner's designated contact will issue a written addendum to all Bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

13. PREPARATION OF FORMS

All bids must be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Bids submitted with figures written in pencil or containing erasures are not acceptable and will be rejected. Mistakes may be crossed out and

General Provisions
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid. If there are discrepancies between unit prices and extended prices, the unit price will prevail.

14. ADDITIONAL BIDS

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

15. DURATION OF OFFER

All offers (bids) submitted in response to this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow the Owner to evaluate and consider award.

16. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked with the name and address of the Bidder and the bid number and title. Bidders are requested to submit 1 original and 1 copy of the Bid Form and 1 copy of all requested attachments unless otherwise specified. No responsibility will attach to the Owner, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids will be received until 10:00 a.m. Bids received and time-stamped at 10:16 a.m. or later, will be retained unopened and will not be considered for award. FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED. Bidders and other interested parties are invited to attend the bid opening.

The following are detailed delivery/mailling instructions for bids:

Hand Delivery

Las Vegas Valley Water District
1001 South Valley View Blvd
Purchasing Division c/o the Main Lobby
Las Vegas, Nevada 89107

U.S. Mail Delivery

Las Vegas Valley Water District
1001 South Valley View Blvd
Purchasing Division-Mail Stop 740
Las Vegas, Nevada 89153

Express Delivery

Las Vegas Valley Water District
1001 South Valley View Blvd
Purchasing Division-Mail Stop 740
Las Vegas, Nevada 89107

Regardless of the method used for delivery, Bidders shall be wholly responsible for the timely delivery of submitted bids.

17. COLLUSION

Any evidence of agreement or collusion among Bidders and prospective Bidders, acting to restrain freedom of competition by agreement to bid a fixed price or otherwise, will render the bids of such Bidders void. Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder, in advance of the opening of the bids, made or permitted by a member of the Board or an employee or representative thereof, will void all bids received in response to this Invitation to Bid.

18. WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal, is submitted to the Director in writing, or a bid release form has been properly filled out and submitted to the Finance Department. Bids must be re-submitted and time stamped in accordance with this bid document in order to be accepted. No bids may be withdrawn for a period of 90 calendar days after the date of bid opening. All responsive and responsible bids received are considered firm offers for the time period specified above and may be considered for award. The Bidder's offer will expire at the time specified above.

If a Bidder intended for award withdraws its bid, that Bidder may be deemed non-responsible for a period of three years.

19. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract terms and conditions, previous performance, facilities and equipment, availability or repair parts, experience, delivery, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable. The Owner has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the Contractor during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the Owner may reaward this contract if the Contractor is found to be in breach of the contract. Reawarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

20. REJECTION OF BID

Owner reserves the right to reject any and all bids received by reason of this request.

21. DISQUALIFICATION OF BIDDERS

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

- A. Failure to use the specified Bid Form furnished by the Owner.
- B. **Lack of signature by an authorized representative on the Bid Form.**
- C. Failure to properly complete the Bid form.
- D. Evidence of collusion among proposers.
- E. Unauthorized alteration of Bid Form.

Owner reserves the right to waive any minor informality or irregularity.

22. TIE-BIDS

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

The procedure for tie-bids is to hold a public drawing and award the entire bid to the winner of the draw. When a drawing is necessary, the appropriate Purchasing Analyst will contact the Bidders involved and describe the reason for the drawing. The Purchasing Analyst will indicate the time and place of the drawing and invite the Bidders to attend, but specify that attendance is not mandatory for the drawing. The Purchasing Analyst will ensure that an impartial witness will be present at the drawing.

23. PROTESTS

Any Bidder may file a notice of protest regarding the award of this bid with the Owner, Attn: Purchasing Manager, within five business days after receipt of the Notice of Intent to Award. The notice of protest must include a written statement specifically stating the reasons the Bidder filing the notice believes the applicable provisions of law were violated. The notice of protest must be accompanied by a bond from a good and solvent surety authorized to do business in the State of Nevada in an amount equal to the lesser of:

Twenty-five percent of the total value of the Bid of the Bidder filing the notice of protest; or

Two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with these provisions operates as a stay of action in relation to the awarding of the contract until a determination is made by the Owner on the protest. A Bidder who makes an unsuccessful Bid may not seek any type of judicial intervention until a determination is made regarding the protest and the contract awarded. Neither the Owner nor any authorized representative of the Owner is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder, whether or not the Bidder files notice of protest.

If a protest is upheld, the bond posted with the notice of protest must be returned to the Bidder who posted the bond. If the protest is rejected, a claim may be made against the bond by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond.

24. USE BY OTHER GOVERNMENTAL ENTITIES

Nevada Revised Statutes 332.195 states that local governments and the State of Nevada may use the contracts of other local governments within Nevada, if approved by the Contractor. The local government that originally awarded the contract is not liable for the obligations of the local government, which uses the contract.

25. DISCRIMINATION

The Contractor and his/her subcontractors shall not discriminate against employees or applicants based on race, color, religion, gender identity or expression, ethnicity, disability, age, sex, sexual orientation, national origin, or any other protected status. The Contractor and his/her subcontractors shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights commission setting forth these provisions.

The Contractor and his/her subcontractors further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein.

The Contractor and his/her subcontractors will comply with all local, state, and federal laws prohibiting discrimination in hiring or employment opportunities.

Failure to comply with the above-mentioned provisions may be cause for the Owner to declare the Contractor in breach of the contract, terminate the contract, and designate the Contractor as non-responsible.

26. ASSIGNMENT OF CONTRACTUAL RIGHTS

The Contractor will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of Owner and any sureties.

27. TERMINATION

The Owner reserves the right to terminate the contract in whole or part at any time whenever the Owner shall determine that such a termination is in the best interest of the Owner without penalty or recourse upon 30 calendar day's written notice of intent to terminate. In the event that the Owner elects to terminate the contract, the termination request will be submitted to the Board, or its designee for approval.

28. STATE OF NEVADA LEGAL HOLIDAYS

There are 9 legal holidays: Martin Luther King's Birthday, President's Day (Washington's Birthday observed), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and New Year's Day.

29. DOCUMENT REVIEW

Bidders may visit the Finance Department, Purchasing Division, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Confidential/Proprietary Information" clause in the General Provisions. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment *must* be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 258-3200 to schedule your appointment.

30. SEVERABILITY

Any provision or portion of this Contract prohibited as unlawful or unenforceable under any application law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Contract. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract may be deemed to be a valid and binding Contract enforceable in accordance with its terms.

31. ATTORNEY'S FEES

Except as otherwise set forth in this Contract, the Parties shall bear their own attorneys' fees and costs incurred in resolving the claims, as well as on the preparation of this Contract. In the event that any Party commences an action to enforce or interpret this Contract, or for any other remedy based on or arising from this Contract, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. For the purposes of this provision, the "prevailing party" shall be that party which has been successful with regard to the main issue, even if that Party did not prevail on all issues.

GENERAL CONDITIONS

BID NO. 2249-13 ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. METHOD OF AWARD

Award will be made by the Board or authorized representative, as appropriate, to the lowest responsive and responsible Bidder on a grand total basis. Bidders must bid on all items listed on the Bid Proposal page in order to be considered for award. In the event that the total award amount is \$50,000 or less, the Finance Department may approve the award.

2. NOTICE OF AWARD

Award of this bid by Owner will be by the issuance of a blanket purchase order, though joinder users may exercise different forms of award. The contract shall include this Bid Document, any associated Addenda, and the Bid Form as signed by the Bidder.

3. AUTHORIZED REPRESENTATIVE

The individual signing the Bid Form shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

4. PREBID CONFERENCE

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

5. INITIAL TERM

The initial term of this contract shall be from date of award through February 28, 2015.

6. CONTRACT RENEWAL

Owner reserves the option to renew this contract for four additional one-year period(s) from its expiration date.

7. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for periods of up to 90 calendar days each from its expiration date for any reason.

8. BIDDER'S REPRESENTATION

By submitting a bid, Bidders represent that they have read and understand the bidding documents and that the bid is made in accordance therewith, and that they have visited the site and familiarized themselves with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

General Conditions
Bid No. 2249-13
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9. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

- A. Bidders shall submit with their bids a list of subcontractors for this contract utilizing Attachment 1 and indicate the type of disadvantaged ownership as a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), or Physically Challenged Business Enterprise (DBE), if applicable.
- B. Bidders shall complete and attach to their bid, Attachment 2, Disclosure of Ownership/Principals Form.
- C. The individual signing the Bid Form shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

10. INSURANCE

A. GENERAL

- (1) Contractor shall not commence any Work under this Agreement until Contractor obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve Contractor of the obligation to achieve the schedule milestone dates as defined herein.
- (2) The types of insurance to be obtained by Contractor are Worker's Compensation, Employers' Liability, Automobile Liability, and Commercial General Liability, as outlined in the following portions of this section.
- (3) The Workers' Compensation, Employers' Liability and Automobile Liability coverage shall be maintained for the full period of this Contract or until the Work has received final acceptance by the Owner, whichever occurs later. In addition, the Contractor shall provide Commercial General Liability coverage, including products and completed operations coverage, contractor's protective liability coverage and blanket contractual liability coverage for two years following final acceptance of the work by the Owner.
- (4) Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's total responsibility for payment of claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of Contractor's operations under this Agreement.
- (5) Contractor indemnifies and saves harmless and defends the Owner, its directors, officers, and employees against any and all claims arising out of Contractor's

services or work including (without limitation) any claims, liability, loss, damage, cost, expense, award, fine or judgment arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects or arising by reason of the Contractor's negligent act or omission, except to the extent those losses are solely caused by the Owner, its directors, officers and employees.

B. WORKERS' COMPENSATION INSURANCE.

- (6) Contractor shall procure and maintain such insurance and see that its subcontractors/subconsultants purchase and maintain such insurance as is required under the Nevada Industrial Insurance Act, Nevada Revised Statutes Chapters 616 and 617, for all of its employees working on the Agreement to protect the Owner from any industrial insurance claims. The Workers' Compensation Insurance shall be written with liability limits consistent with applicable statutory requirements and with a minimum of \$500,000 of Employer's Liability coverage.
- (7) In the event any class of employees engaged in any Work on the Agreement relative to this Agreement is not protected under the Nevada Industrial Insurance Act then the Contractor shall provide to the Owner, adequate insurance coverage in a form and by an insurance carrier satisfactory to the Owner for the protection of such employees.
- (8) In the event Contractor is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, Contractor shall deliver to the Owner a copy of the Certificate of Consent to Self-Insure issued by the State of Nevada.

C. COMMERCIAL GENERAL LIABILITY INSURANCE.

Contractor shall procure and maintain Commercial General Liability insurance coverage. The coverage under this policy shall include, but not be limited to, commercial general liability, completed operations and product liability, protective liability, blanket contractual liability, and broad form property damage. The Commercial General Liability Insurance policy shall be written with policy limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The amount of coverage shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise out of or in connection with the activities under this Agreement.

D. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall procure and maintain, at its own expense, automobile liability insurance with policy limits of \$1,000,000 per occurrence. written on a combined single limit basis for bodily injury and property damage including all owned, leased, hired or non-owned motorized vehicles and apparatus and shall indicate these coverage on the Certificate.

General Conditions
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ARC for B100 & #2 Diesel Fuel

- E. By endorsement (I.S.O. Form CG 20 10 07 04 and CG 20 37 07 04 or their equivalents), the Owner shall be included as an additional insured under the Commercial General and Automobile Liability Insurance policies as to bodily injury, sickness, disease, or death, personal injury, damage to or destruction of the property of persons which may arise out of or in connection with activities under the Agreement.
- F. By endorsement (I.S.O. Form CG 24 04 10 93 or its equivalent), Contractor's Automobile Liability, Commercial General Liability and Workers' Compensation insurance carriers shall waive their transfer rights of recovery (waiver of subrogation) against the Owner.
- G. Unless the policy provides for blanket coverage of additional insured endorsements under written contracts or agreements, the additional insured and waiver of subrogation endorsements shall read as follows:

The Las Vegas Valley Water District, its members and affiliated companies, successors or assigns, including their directors, officers, and employees individually and collectively; when acting within the scope of their employment.
- H. The Contractor's Workers' Compensation insurance shall be written with a Property and Casualty Insurance company admitted to do business in the State of Nevada and rated A- or better and Class V or higher of financial size category in the current issue of Best's Key Rating Guide.
- I. The Contractor's Automobile Liability and Commercial General Liability shall be written with Property and Casualty Insurance companies admitted to do business in the State of Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide. In the event any of the Contractor's insurance companies are not admitted to write business in the State of Nevada, then Contractor will furnish evidence of insurance with insurance companies that are rated A- or better and Class IX or higher of financial size category in the current issue of Best's Key Rating Guide for each coverage written with a non-admitted carrier.
- J. All insurance provided by the Contractor shall be considered primary with respect to the Owner's insurance and any similar insurance maintained by the Owner shall be considered excess and non-contributory.
- K. The cost of any claims under any policy(ies) with deductibles and/or self-insured retentions will be the sole responsibility of the Contractor.
- L. If Contractor fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the Owner shall have the right, if the Owner so chooses, to procure and/or maintain the said insurance for and in the name of Contractor with the Owner as co-insured and Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event Contractor fails to pay cost, the Owner hereby has the

General Conditions
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ARC for B100 & #2 Diesel Fuel

right of offset any sums from the compensation set forth in this agreement and directly pay for such coverage.

- M. With respect to any and all insurance required of the Contractor under this section of the Agreement, the deductible shall not exceed \$50,000 without the prior written approval of the Owner.
- N. At the time of executing this Agreement and before commencement of the Work, Contractor shall have delivered to the Owner Certificates of Insurance and additional insured and waiver of subrogation endorsements, in a form acceptable to the Owner, evidencing the insurance required by this Contract. Such certificates shall include the full name and address of the Contractor and provide that the Owner shall receive a 30-day advance written notice of cancellation, non-renewal or material change in the coverage provided by the Contractor's insurance policies. Any deductible or self-insured retention maintained by the Contractor shall be indicated on the certificate. All certificates and endorsements must be signed and dated by an authorized representative of the insurance company.
- O. Contractor agrees that, upon request from the Owner, Contractor shall provide a certified true copy of all policies required hereunder, including all endorsements requested herein.
- P. Renewal certificates and related endorsements will be provided to the Owner not later than 15 Days prior to the expiration date of the then current coverage.
- Q. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution, which the Owner may have in law, in equity, or otherwise and shall survive the completion of the work performed under this Agreement.
- R. It is Contractor's sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, Contractor shall not be relieved of its duty to perform, indemnify, defend and hold harmless the Owner and all others concerned herein nor shall the Owner and all concerned herein be liable to Contractor or any others in the event Contractor's insurance, as accepted by the Owner, fails to meet the full requirements herein.
- S. **INSURANCE SUBMITTAL**

The Contractor(s) shall submit all required Insurance Documentation not later than 15 calendar days after Notice of Award to:

Las Vegas Valley Water District
Attn: Risk Management
1001 South Valley View Blvd. M/S 380
Las Vegas, NV 89153

11. FISCAL FUNDING OUT

Owner reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If Owner does not allocate funds to continue the purchase of the product and/or service, this contract shall be terminated when appropriated funds expire.

12. FORCE MAJEURE

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

13. DELIVERY REQUIREMENTS

A. Locations, Hours, and Tank Volumes: Deliveries shall include the locations specified below. Other locations may be identified in the future:

LVVWD

1001 S. Valley View Boulevard
(Use Alta Drive Gate), Las Vegas, NV. 89107
Hours: 7:30 AM to 3:30 PM, or as scheduled;
1 Tank: 20,000 Gallons

Fuel Truck: 1,200 Gallons

SNWA RANCH PROPERTY

Wahoo Ranch
93 North to approx. 45 Miles south of Ely to
Shoshone Road (SR 894) East 6.5 miles
Hours: 7:00 AM to 4:00 PM, or as scheduled;
1 Tank: 10,000 Gallons

SNWS

243 Lakeshore Road, Boulder City, NV 89005
Hours: 7:30 AM to 3:00 PM, or as scheduled
2 Tanks: 4,000 Gallons each, at pump island
2 Tanks: 1,000 Gallons each, for generators. One tank is underground and in use, and the other is a belly tank not currently in use.

MONTESSOURI SATELLITE FACILITY

7115 Montessouri Street
Las Vegas, NV 89113
Hours: 7:00 AM to 4:00 PM, or as scheduled;
1 Tank: 6,000 gallons

B. Maximum Delivery Time: Maximum delivery time is 24 hours after receipt of order. Failure to offer a delivery time within the maximum number of hours specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

General Conditions
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

- C. Inbound and Outbound Delivery: The inbound freight cost of getting all fuel products to the Las Vegas Valley shall be included in each bidder's margin entries on Items 1, 2, and 3 of the Bid Form. The outbound freight charges from the bidder's Las Vegas Valley facility to the end user will be entered into Item 4 of the Bid Form. Delivery is F.O.B. destination, in that the successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to the Owner's destination, including unloading.
- D. Partial Shipments: Partial shipments will be permitted.
- E. Failure to Deliver: In the event that the successful Bidder fails to deliver the product in accordance with the terms and conditions of the contract, the Owner shall have the option to either terminate the contract or temporarily procure the product from the supplier with the next lowest bid in turn until a bidder is found who can comply with the terms and conditions of the contract. If this is not practical or possible, the Owner may source the product from another supplier who did not respond to the bid. If the product is procured from another supplier, the successful Bidder shall pay to the Owner any difference between the bid price and the price paid to the other supplier. If the successful Bidder is unable to restore performance of the contract in accordance with the terms and conditions within a reasonable period, the Owner may elect to re-award the contract to the next lowest bidder in turn until a bidder is found who can comply with the terms and conditions of the contract.
- F. Noncompliant Fuel: The successful Bidder shall replace, at no cost to the Owner and within 24 hours after notice, any fuel that does not meet specifications. This shall include removal and replacement of any noncompliant fuel, including any and all associated costs for the exchange. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.
- G. Submittal Of Usage Reports: The successful Bidder shall submit a usage report within 30 calendar days following the end of any contract term. The report shall list all items purchased by Owner for the period, including all specified and non-specified bid items. The report shall be submitted in duplicate to the designated contacts as identified in this document. The report shall list the manufacturer's part number, description, and quantity purchased for the period.

14. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the Contractor will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without in any way invalidating bid prices. For informational purposes only, for the period from July 1, 2012 through June 30, 2013, total aggregate usage by the Owner and all joinder users of

General Conditions
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

the current bid was 517,847 gallons of B100 and 9,417,063 gallons of #2 diesel. The joinder users included the City of Boulder City, the City of Las Vegas, the Clark County School District, the Clark County Water Reclamation District, the Las Vegas Convention and Visitors Authority, the Las Vegas/Clark County Library District, the Regional Transportation Commission, and the Southern Nevada Transit Coalition.

15. PURCHASE ORDERS

The Purchasing Division will issue a purchase order(s) which will authorize the Contractor to deliver and invoice for the product(s) offered.

16. INVOICING

Invoices for fuel are to be sent to the location as identified in the purchase order(s) within three business days of a fuel drop. Payment of invoices will be made within 20 calendar days if the Owner's default payment terms apply, or unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

The Contractor is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the Owner may declare the Contractor in breach of the contract, terminate the contract, and designate the Contractor as non-responsible for a period of 3 years.

The Contractor shall put the applicable purchase order number on all invoices.

17. INVOICE AUDITS

The Contractor shall provide to the Owner, within 14 calendar days of the Owner's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the Contractor's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by the Owner's using department(s) and Finance Department. Discrepancies found in the report will require the Contractor to update the report no later than 7 calendar days after notification by the Owner. In the event that the Contractor undercharged the Owner, the Owner shall reimburse the Contractor within 14 calendar days. In the event that the Contractor overcharged the Owner, the Contractor shall reimburse the Owner within 14 calendar days. If overcharges are found, the Owner may declare the Contractor in breach of the contract, terminate the contract, and designate the Contractor as non-responsible when responding to future invitations to bid.

18. PARTIAL PAYMENTS

Partial payment requests may be accepted at the sole discretion of the Owner.

19. WARRANTY

The successful Bidder shall be responsible for any damage caused by fuel not meeting specifications that results in contaminated storage tanks, clogged pump or vehicle filters,

damaged vehicle fuel systems or engines, and damage to fuel infrastructure. Remedies will include, but are not be limited to: parts, labor, tank cleaning, towing, and vehicle downtime.

20. ESCALATION

A. Charges Not Linked to Index Pricing---Small Delivery Surcharges (Bid Form Items 3A-3D), Delivery Charges (Bid Form Items 4A-4D), and Winterization (Bid Form Item 5):

During the life of the contract, there may be a price change. In the event of a decrease, Owner shall receive benefit of this change. In the event of an increase, Owner may allow, upon presentation of all necessary suitable proof and 30 calendar days written notification, an increase over bid price. **The 30-day clock for approval of an increase request will not start until notice and all proof documentation are received by the Owner's designated contact.** Increases will apply only to products or services affected by an increase in raw material, labor, or another like cost factor. The successful bidder's profit margin percentage cannot increase as a result of a granted increase request. Margin pricing is defined as including production cost and profit margin, and the increases granted are adjustments for increases in production cost only. For the original term and each renewal period, two increase requests may be considered for the above-mentioned factors jointly or separately. Price increases shall not be retroactive. All written escalation requests shall be sent to the Owner's designated contacts as specified in this bid document. The number of increase requests to be considered may be revised in response to extenuating market conditions as determined at the sole discretion of the Owner.

B. Charges for Tax-Exempt Dyed Ultra-Low-Sulfur Diesel Fuel (ULSD) #2 and B100 Biodiesel: During the life of this contract, the gross low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market for ULSD #2 will change, but the markup or discount (margin price) applied to the gross low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market will remain firm. The change in cost will apply to both ULSD #2 and B100 Biodiesel. OPIS publications will be furnished weekly in an electronic format throughout the contract, and submitted to the designated contacts specified by the Owner. Pricing shall be based upon the gross low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market in effect on the date that an order is delivered. Pricing for the date of delivery shall be taken from the previous Thursday's gross low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market, and shall be in effect from 12:01 a.m. on the Saturday morning after the aforementioned Thursday OPIS newsletter is published, through 11:59 p.m. on the following Friday night. The Owner and any or all joinder users of this bid may elect to purchase ULSD without any biodiesel content.

21. VENDOR'S STOCK

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

22. TERMS OF PAYMENT

Owner's standard payment terms are 2%, 20 calendar days, Net 30. This means 2% will be deducted from the invoiced amount, and the remittance will be processed for payment 20 calendar days following whichever is later: receipt of goods and/or services, receipt of correct invoice.

It is understood that bidders who do not submit a response to the payment terms' section listed on the Bid Proposal Page accept the Owner's standard terms of 2%, twenty calendar days. Bidders who wish to offer alternate payment terms shall fill out the payment terms section on the Bid Proposal Page.

Discounts offered for prompt payment will be taken into consideration during bid evaluation to determine the lowest offer. Alternative terms offered by the bidder of less than 20 days will be rejected and the Owner's standard terms of 2% 20 days will be used in the bid evaluation and any subsequent award.

Invoices for bid items are to be sent to the location identified on the purchase order(s). Invoices will be processed for payment after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

23. OUT OF STATE SUPPLIERS

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

24. ALTERNATE BIDS

Alternate bids are not acceptable and will be rejected by the Owner. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications.

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

SPECIAL CONDITIONS

BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. BACKGROUND AND DEFINITIONS

Pure biodiesel (B100) is an alternative fuel that can be made from vegetable oil, (e.g. soybean plants, rapeseed plants, other virgin oilseed plants), animal fats, algae, yellow grease, or other similar products that meet the Owner's technical specifications. Biodiesel fuel can run any diesel engine. Biodiesel Blend is pure biodiesel (B100) blended with petroleum diesel. B20 and B5 are the designations for the biodiesel blend required by this bid; the B20 will consist of 20% pure biodiesel (B100) blended with 80% ULSD #2. B5 will consist of 5% pure biodiesel (B100) blended with 95% ULSD #2. **All ULSD #2 furnished by the successful Bidder shall be dyed red to indicate that it is exempt from Federal excise taxes. B100 must be injected into B20 or B5 blends at the rack.**

2. PRICING METHODOLOGY FOR THE BID FORM AND COMPARISON FOR AWARD

The contract price for each delivery of biodiesel blend is composed of multiple elements: a price per gallon for pure biodiesel (B100), a price per gallon of ULSD #2, a Federal Excise Tax (FET) Credit, a Renewable Identification Number (RIN) Credit, a delivery charge per gallon, all required taxes and fees, and small order delivery surcharges and distance delivery charges, as applicable. It is most likely that the delivered product will be either B20, composed of 80% ULSD #2 and 20% pure biodiesel (B100), or B5, composed of 95% ULSD #2 and 5% pure biodiesel (B100), though *users of this bid may mix B100 and ULSD #2 together in any ratio, including 100% ULSD #2 or 100% B100, as long as any blend selected would comply with the technical specifications. Pricing will be calculated according to the percentage of products used in each blended gallon.*

The gross low posting from the weekly OPIS bulletin for the Las Vegas market for ULSD #2 will be used to calculate the successful bidder's invoice price for both the B100 and diesel fuel portions of all biodiesel blend purchased.

An assumed gross low posting from the weekly OPIS bulletin for the price per gallon of ULSD #2 has been entered on the Bid Form, along with a similar assumed figure for B100, and assumed values for the FET and RIN credits. The competition for this bid is based on entries for: 1) the margin price per gallon of ultra-low sulfur diesel #2, 2) the margin price per gallon for B100, including any tax credits, and 3) the delivery charges and surcharges per gallon, as applicable, for load size and one-way distance traveled.

3. TEMPERATURE ADJUSTMENT

Product shall be delivered temperature-adjusted, according to applicable industry and or regulatory standards, when quantities exceed 5,000 gallons.

Special Conditions
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

4. LABORATORY TESTS AND ANALYSIS

Independent laboratory tests and analysis may be required by the Owner for the product furnished in accordance with this bid. The product sample(s), taken at the time of delivery, will be sent to a laboratory of the Owner's choice for test and analysis. The successful bidder shall send the sample to the laboratory and be responsible for the preliminary payment of the analysis. If the analysis confirms that the product complies with the specifications, the Owner pays for the tests. If the results of such test and analysis reveal that the samples submitted do not meet the stated specifications, the successful Bidder shall bear the cost of such test analysis and replace all sub-standard biodiesel blend delivered. The results of the test shall be furnished to the Owner within ten working days from the day the sample was taken. Delivery of fuel that fails to meet specifications may result in termination of the contract by the Owner.

5. PIPELINE SPECIFICATION REPORT

A copy of the Pipeline Specification Report for ULSD #2 shall be submitted with the bid. The report must be representative of the actual fuel that will be delivered for this contract.

6. BIODIESEL QUALITY REQUIREMENTS

Biodiesel must comply with ASTM D6751 and the other quality standards listed in this bid for B100 blend stock for distillate fuels. B5 supplied must comply with ASTM D975-08a and B6 through B20 blends must comply with ASTM D7467-08. As all of these standards are revised, bidders will be required to meet the latest ASTM standards. BQ-9000 certification is preferred, but not required, for the members of the Biodiesel Users Group who are using the current contract or the one that will be awarded pursuant to this bid.

Biodiesel must (1) meet or exceed all Original Equipment Manufacturer's (OEM's) diesel engine fuel specifications, (2) be an acceptable fuel for use in all diesel engines and not compromise the manufacturer's engine warranty, and (3) be an approved alternative fuel by Federal regulations and an approved alternative fuel for the State of Nevada.

Biodiesel must have necessary stabilizer/dispersant with moisture control/detergent that biodiesel blends require in summer use. Clarifiers and biocides shall be included as needed to maintain fuel quality. Unless specified by this bid, other additional additives must be approved and authorized by the owner prior to delivery.

Owner or joinder users of this bid may elect to require the successful Bidder to provide a sample in a clear container for each compartment upon arrival at the dump station. Approval of the sample, based upon clarity of the product, is required before unloading begins.

Biodiesel may be produced from the feedstocks listed in the Bid Form, but the product delivered must be priced to correspond to the feedstock used.

7. NATIONAL BIODIESEL BOARD-MEMBER FUEL PRODUCERS/MARKETERS

The National Biodiesel Board lists fuel producers/marketers on its website: (www.biodiesel.org.)

8. DELIVERY SURCHARGES BY DISTANCE (BID FORM ITEMS 3 AND 4)

Fuel deliveries within 35 miles of the supplier's address entered in Item 4 qualify for the base freight rate per gallon indicated in Item 4A. Additional charges beyond this base rate may be entered for Items 4B, 4C, and 4D. Any deliveries to any locations that are less than 4,000 gallons qualify for the delivery surcharges listed in Items 3A through 3D.

The Metro Area is defined by the area and/or locations that have Las Vegas, North Las Vegas, Henderson or Boulder City zip codes.

For example, if a delivery of 5,000 gallons is required in the Metro Area that is 45 miles from the supplier's departure point, the charges in Item 4A cover the first 35 miles, and the charges in Item 4B apply for the incremental 10 miles: $45-35=10$.

For incremental charges for locations outside of the Metro Areas but still in Clark County (e.g. Jean, Lee Canyon, Mount Charleston, etc.) the per-gallon charge for one-way mileage is entered in Item 4C.

For incremental charges for locations outside of Clark County (e.g. the Wahoo Ranch in White Pine County), the per-gallon charge for one-way mileage is entered in Item 4D.

9. WINTER OPERABILITY AND WINTERIZATION

The cold filter plug point (CFPP) of the blended biodiesel products, whether the B100 portion is made from all virgin oilseed or a virgin oilseed/yellow grease blend, shall be as follows:

For B5: at least 5 Degrees Fahrenheit or below

For B20: at least 10 Degrees Fahrenheit or below

Item 5 of the Bid Form provides for an entry of the applicable associated cost per gallon of delivered product for winterization of the biodiesel blend and #2 diesel fuel. This item is not part of the bid evaluation. For the purposes of this section, winter is defined as the period from November 1st to March 31st of any contract term.

10. SECURITY PROCEDURES

The vendor shall notify the Owner at (702) 258-3182 for LVVWD deliveries. For SNWS deliveries, notify the Owner at (702) 567-2056 before the truck departs the terminal and supply the name of the driver and the estimated time of arrival. This will allow our receiving personnel to match the driver with the photo identification upon arrival at the facility.

Special Conditions
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

All cargo tanks will be sealed with a security tag after the delivery truck has been loaded and is ready for shipment. The tag serial number, along with the tanker number, will be faxed to the Owner at (702) 258-7179 for LVVWD deliveries. The fax number for SNWS deliveries is (702) 564-4192. The manifest will contain all of the same information previously supplied to the Owner, including serial number, tanker number, driver identification, etc.

11. DELIVERY AND INVOICE PRICING INFORMATION

By 4:00 p.m. of the Successful Bidder's following business day upon which one or more deliveries of biodiesel blend or #2 diesel occurs, the successful bidder must supply pricing information for the product to include pricing for ULSD #2, pure biodiesel (B100), and all applicable taxes, fees, and delivery charges. This information may be supplied by fax or email.

12. GOVERNMENT FUEL TAXES AND FEES

The owner is responsible for applicable fuel taxes and fees imposed by federal, state or local governments either prior to or during the term of the bid. Presently, the District pays the following fees per gallon for red dyed #2 diesel fuel: Federal Spill Fee, \$0.0019, LUST Fee, \$0.001; and Nevada Petroleum Cleanup Fee, \$0.0075.

TECHNICAL SPECIFICATIONS

BID NO. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

Name of Firm

INTENT: It is the intent of these specifications to provide biodiesel (B100) and #2 Diesel that will conform to these specifications, and be suitable for continuous use by the Owner. The fuel offered shall be a new product in accordance with the limits stated below.

The successful bidder shall comply with all applicable Federal, State of Nevada, and local government laws and regulations concerning emission control, spill control, hazardous material control, and safety standards in effect at the time of delivery to the Owner.

All bidders are required to fill out the chart indicating the specifications/limits for the Biodiesel (B100) product that they will be offering. **In addition, all bidders are required to include with their bid a Certificate of Analysis for the Biodiesel (B100) product that they will be offering.**

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed these, they shall be considered as minimum and be furnished by the Bidder.

BIDDERS ARE REQUIRED TO RETURN THIS TECHNICAL SPECIFICATION SECTION WITH AN ENTRY IN THE RIGHT HAND "FACTORS/COMPOSITION" COLUMN, THAT DESCRIBES THEIR PRODUCT ACCORDING TO THE SPECIFICATIONS/LIMITS IN THE LEFT HAND COLUMN.

1. SPECIFICATIONS/LIMITS

ULTRA-LOW-SULFUR DIESEL #2	FACTORS/COMPOSITION
GRAVITY, API@60 degrees F, 30	
VISCOSITY, Kinematic cST @ 100 degrees EF (40EC), 1.0 to 4.1	
FLASH POINT, Min EF (40EC), 125(52)	
SULFUR CONTENT, PPMW Max 15	
CETANE NUMBER, Min. 40	

Technical Specifications
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ULTRA-LOW-SULFUR DIESEL #2 (Cont'd)	FACTORS/COMPOSITION
CLOUD POINT, 10 EF (6EC) below the lowest expected fuel temperature to prevent clogging of fuel filters by crystals	
WATER AND SEDIMENT, % Max., 0.05ACCELERATED STABILITY TOTAL INSOLUBLES, mg/100ml, Max. 1.5	
CARBON RESIDUE on 10%, Max. 0.35	
ASH, weight %, Max. 0.01	
DISTILLATION Temperature, EF (EC) IBP, Typical #, 375 (191) 10% Typical #, 430 (221) 50% Typical #, 510 (256) 90% +, 625 (329) Max. End Point # 675 (357) Max.	

2. SPECIFICATIONS/LIMITS

BIODIESEL (B100)	FACTORS/COMPOSITION
FLASH POINT: 100.0 degrees C	
WATER & SEDIMENT: 0.010 max, % vol	
KINEMATIC VISCOSITY, 40 C: 1.9 – 6.0, mm x mm/sec	
SULFATED ASH: 0.020 max, % mass	
SULFUR: 0.05 max, %mass	
COPPER STRIP CORROSION: No. 3 max	
CETANE: 40 min	
CLOUD POINT: report to customer, degrees C	
CARBON RESIDUE	
ACID NUMBER: 0.35 max, mg KOH/gm	
TOTAL GLYCERIN: 0.180 max, % mass	
DISTILLATION IPB 5% - 95%	
ADDITIVES	

BID FORM

BID NO. 2249-13 ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

Name of Firm

This Bid Form is submitted in response to the Owner's Invitation to Bid and is in accordance with all conditions and specifications in this document.

Item No.	Description	(A) Estimated Qty. (Gallons)	(B) Assumed OPIS Price	(C) Margin Price (+ or -)			Extended Total A x (B +/- C)
1.	ULTRA-LOW-SULFUR DIESEL #2	360,000	\$5.00	\$ _____			\$ _____

Item No.	Description	Estimated Qty. (Gallons)	Assumed Price	(C) Margin Price (+ or -)	(D) Buyer's FET Credit % @ \$1.00/ Gal	(E) Buyer's RIN Credit % @ \$1.00/Gal	Extended Total A x (B +/- C-D-E)
2.	BIODIESEL (B100),	90,000	\$5.00	\$ _____	____ % = (\$ _____)	____ % = (\$ _____)	\$ _____
3.	DELIVERY SURCHARGES BY VOLUME	Estimated Qty. (Gallons)	Delivery Surcharge Per Gallon				Extended Total
3A	SMALL DELIVERY SUR- CHARGE, 500 GALLONS OR LESS	3,000	\$ _____				\$ _____
3B	SMALL DELIVERY SUR- CHARGE, 501 TO 1,000 GALLONS	10,000	\$ _____				\$ _____
3C	SMALL DELIVERY SUR- CHARGE, 1,001 TO 2,000 GALLONS	80,000	\$ _____				\$ _____
3D	SMALL DELIVERY SUR- CHARGE, 2,001 TO 4,000 GALLONS	30,000	\$ _____				\$ _____

Bid Form
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ITEM 4. DELIVERY SURCHARGES BY DISTANCE

ENTER THE FINAL ADDRESS IN THE LAS VEGAS METRO AREA FROM WHICH THE BIODIESEL (B100) OR #2 DIESEL TANKER DEPARTS FOR A DELIVERY TO EITHER LVVWD OR SNWS:

ENTER SURCHARGES (ONLY) PER GALLON FOR DELIVERY OF BIODIESEL (B100) OR #2 DIESEL FROM SUPPLIER'S DEPARTURE POINT AS INDICATED BELOW. THESE CHARGES ARE BASED ON THE ONE-WAY TRAVEL FROM THE ADDRESS IN ITEM 8.

4A. \$ _____ (PER GALLON BASE RATE FOR ALL DELIVERIES OF UP TO 35 MILES) X AN ESTIMATED 345,000 GALLONS = \$ _____.

4B. \$ _____ (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES BEYOND 35 MILES IN THE LAS VEGAS METROPOLITAN AREA.) X AN ESTIMATED 30,000 GALLONS = \$ _____.

4C. \$ _____ (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES OUTSIDE THE LAS VEGAS METROPOLITAN AREA BUT WITHIN CLARK COUNTY, E.G., LEE CANYON, LAUGHLIN, JEAN) X AN ESTIMATED 10,000 GALLONS = \$ _____.

4D. \$ _____ (PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 4A ABOVE FOR DELIVERIES OUTSIDE OF CLARK COUNTY, E.G., DISTRICT RANCH SITES IN WHITE PINE COUNTY.) X AN ESTIMATED 65,000 GALLONS = \$ _____.

ITEM 5. WINTERIZATION SURCHARGE:	Surcharge (Only) Price	Extended Total
150,000 GALLONS	\$ _____/Gallon	\$ _____
ITEM 6. ESTIMATED TAXES AND FEES:		\$ 4,680.00
GRAND TOTAL OF ITEMS 1 - 6:		\$ _____

DELIVERY: _____ Hours (24 Hour Maximum)

STANDARD PAYMENT TERMS: 2%, 20 Calendar Days, Net 30.

Bidder's Note: Owner's Standard Payment Terms will be applied to all invoices resulting from the award of this bid unless bidder submits an Alternate Payment Term below.

ALTERNATE PAYMENT TERMS: _____ % _____ Calendar Days, Net _____.

Bid Form
Bid No. 2249-13
ARC for B100 & #2 Diesel Fuel

ATTACHMENTS TO BID FORM:

1. Subcontractor information.
2. Disclosure of Ownership/Principals Form
3. Written evidence of signatory's authority to bind the company is attached.
4. A copy of the technical specification pages showing conformance to or variations from the specifications are attached.
5. A copy of the Pipeline Specification Report.
6. A copy of the biodiesel producer's Certificate of Analysis.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum:

Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION BY THE BOARD.

SIGNATURE OF BIDDER DATE

LEGAL NAME OF FIRM

NAME OF BIDDER (PRINT OR TYPE)

ADDRESS OF FIRM, CITY, STATE, ZIP

PHONE NUMBER OF BIDDER

FAX NUMBER OF BIDDER

BUSINESS LICENSE NUMBER

ISSUING JURISDICTION

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a SBE MBE WBE DBE as defined below.

SMALL BUSINESS ENTERPRISE (SBE):

Businesses whose previous year's annual gross receipts do not exceed \$2M for non-construction and \$5M for construction.

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

Businesses that are at least 51% owned and controlled by one or more minority persons of Native American, African American/Black, Hispanic American, or, Asian-Pacific/Asian Indian American ethnicity. Please check the appropriate box.

Native American Indians African Americans/Black Hispanic Americans

Asian Pacific/Asian Indian Americans

WOMAN OWNED BUSINESS ENTERPRISE (WBE):

Businesses that are at least 51% owned and controlled by one or more non-minority women.

CHALLENGED BUSINESS ENTERPRISE (DBE):

Businesses at least 51% owned and controlled by one or more disabled individuals.

HAS YOUR FIRM BEEN CERTIFIED AS A SMALL, MINORITY, WOMEN-OWNED OR CHALLENGED BUSINESS ENTERPRISE?

Yes No If yes, please specify the Certifying Agency:

Date of Certification _____

Recertification Date _____

LAS VEGAS VALLEY WATER DISTRICT
Bid No. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
ATTACHMENT 1
SUBCONTRACTOR INFORMATION

It is our intent to utilize the following subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: SBE MBE WBE DBE
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: SBE MBE WBE DBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: SBE MBE WBE DBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Business License No. and Jurisdiction: _____
Business Type: SBE MBE WBE DBE

No SBE, MBE, WBE, or DBE subcontractors will be used

LAS VEGAS VALLEY WATER DISTRICT
Bid No. 2249-13
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
ATTACHMENT 2
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Residents employed by this firm.

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to an LVVWD full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Business Entity Type					
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization
Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise		
Corporate/Business Entity Name:					
(Include d.b.a., if applicable)					
Street Address:			Website:		
City, State and Zip Code:			POC Name and Email:		
Telephone No:			Fax No:		
Local Street Address:			Website:		
City, State and Zip Code:			Local Fax No:		
Local Telephone No:			Local POC Name Email:		
Number of Clark County, Nevada Residents Employed:					

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations.

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

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

Signature	Print Name
Title	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For LVVWD Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative