USE AGREEMENT

THIS AGREEMENT is made and entered into this _________ day of _______________, 2010 , by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and REBEL OIL COMPANY, INC. (herein the "Supplier"),

RECITALS

WHEREAS, the Supplier and Las Vegas Valley Water District (herein "Water District") have entered into that Contract dated March 3, 2009 (Bid No. 2126-08) which provides for #2 Diesel and Bio-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 Water District; and Rebel Oil Company, Inc.

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 Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (40 pages), and incorporated herein, except as stated in Exhibit "B" (3 pages), 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 Agreement, 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 Agreement.

3. The Supplier Contract is based upon the estimated procurement figures of the Water District. 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 Agreement, and bid or negotiate a new contract, if the procurements by the City under this Agreement are significantly greater than the estimated amounts in the Supplier Contract.

4. This Agreement, 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 Water District failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Agreement in force and effect despite such termination, and to exercise any and all of the options which the Water District fails to exercise thereunder.

5. The City reserves its right to terminate this Agreement 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 Water District.

6. Any change or modification to the Supplier Contract between the Supplier and the Water District 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 Agreement.

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

FOR THE SUPPLIER: Rebel Oil Company, Inc.
Gary Weinberg
2200 S. Highland Drive
Las Vegas, NV 89012
Fax # (702) 671-4175

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax #: (702) 464-5721

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

8. The Supplier agrees to maintain the insurance coverage required under the Supplier Contract for the term of this Agreement. The Supplier further agrees to provide to the City, within ten (10) days after execution of this Agreement by the City, certificates of insurance naming the City as an additional insured party thereunder for the insurance coverage under which Water District was named as an additional insured party pursuant to the requirements of the Supplier Contract.

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

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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-17-10
Deputy City Attorney Date

REBEL OIL COMPANY, INC.

Title of person signing

"Supplier"

City of Las Vegas
100250-SK
Bulk Diesel & Bio-Diesel Joinder with LVVWA

Exhibit A

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

ADDENDUM NO. 6
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL AND #2 DIESEL FUEL

Addendum No. 6 is being issued to distribute a new copy of the revised bid document to all bidders. This revised document is attached. Please destroy all previous versions to eliminate their use for your bid response. The changes made in Addendum No. 6 are highlighted as follows:

General Conditions, Page 16, Section 21 a, Escalation: B100 production cost margin pricing has been restored to this section.

General Conditions, Page 17, Section 21 c, Escalation: B100 pricing, whether for virgin oilseed feedstock or blended virgin oilseed/yellow grease feedstock, is being indexed to published figures from the Chicago Board of Trade (CBOT).

Special Conditions, Page 19, Section SC 2, Pricing Methodology for the Bid Form and Comparison for Award: This section includes the change in B100 indexing to CBOT for virgin oilseed B100 and virgin oilseed/yellow grease blended B100.

Special Conditions, Page 20, Section SC 6, Biodiesel Quality Requirements: the section contains new information concerning BQ-9000 requirements of the Regional Transportation Commission.

Special Conditions, Page 22, Section SC 10, Winter Operability and Winterization: Winter is now defined as a specific time period in this section.

Bid Form, Page 27, Part I, Items 2 and 3: the assumed index price has been changed to CBOT from OPIS. Also, in Item 3 the assumed CBOT price for B100 blended from virgin soy and yellow grease has been increased from $4.00/gallon to $5.00/gallon.

Bid Form, Page 31, Part II, Column 2 Header at the Top: Cost per mile has been corrected to cost per gallon to match the unit used to calculate delivery cost in Item 8 of Part I of the Bid Form.

Bid Form, Page 32, Part II, Column 2 Header for Row 2 and Row 2 Itself: While the rebate is based upon the aggregate volume of all users of the bid at 8,100,000 gallons/year, for comparison purposes it can only be applied to the Owner's estimated annual volume, because that is the only portion that the Owner will receive. So, the multiplier has been reduced to 375,000 gallons.

Bid Form, Page 33, Part III, Column 2 Header at the Top: Cost per mile has been corrected to cost per gallon to match the unit used to calculate delivery cost in Item 8 of Part I of the Bid Form.

Bid Form, Page 34, Part III, Column 2 Header for Row 2 and Row 2 Itself: While the rebate is based upon the aggregate volume of all users of the bid at 15,300,000 gallons/year, for comparison purposes it can only be applied to the Owner's estimated annual volume, because that is the only portion that the Owner will receive. So, the multiplier has been reduced to 375,000 gallons.

Bidders must indicate receipt of this Addendum No. 5 by executing the acknowledgement on the Bid Form on Page 33. Failure to do so may result in rejection of the bid.

Except as indicated above, the bid remains unchanged.

James R. Barber, CPSM
Purchasing Analyst

Date

LAS VEGAS VALLEY WATER DISTRICT

INVITATION TO BID
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
REVISED PER ADDENDUM NO. 6

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, 2010, 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, CPSM, Purchasing Analyst, at (702) 258-3881, 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 second prebid conference will be held on December 5, 2008 at 8:30 a.m., at the following address:

Las Vegas Valley Water District
Fleet Services Conference Room
1001 S. 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 December 30, 2008 at 10:16 a.m.** in the Mead 2 Conference Room.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

LAS VEGAS REVIEW JOURNAL
August 14, 2008

ADDENDUM NO. 6

GENERAL PROVISIONS

BID NO. 2126-08
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 terms "Owner", "LVVWD", or "District", as used throughout this document, will mean the Las Vegas Valley Water District.

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

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

3. DESIGNATED CONTACT
For questions pertaining to this Invitation to Bid please call James Barber, CPSM, Purchasing Analyst, at (702) 258-3881, 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 successful Bidder 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 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 8 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 attorneys 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 successful Bidder 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 successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder 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 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. SUBCONTRACTOR INFORMATION
Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically Challenged Business Enterprise (DBE), subcontractors for this contract utilizing Attachment 1. The information provided in Attachment 1 by the bidder is for the Owner's information only.

14. 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 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.

15. 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.

16. DURATION OF OFFER
All offers (bids) submitted in response to this Invitation to Bid shall be considered firm offers for the period from bid opening to award for the original term and the first renewal term in order to allow the Owner to evaluate and consider award.

17. 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 10:15 a.m. Bids received and time-stamped at 10:16 a.m. or later, will be returned unopened to the Bidder. 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/mailing instructions for bids:

Hand Delivery	U.S. Mail Delivery	Express Delivery
Las Vegas Valley Water District	Las Vegas Valley Water District	Las Vegas Valley Water District
1001 South Valley View Blvd	1001 South Valley View Blvd	1001 South Valley View Blvd
Purchasing Division c/o the Main Lobby	Support Services Department	Support Services Department
Las Vegas, Nevada 89107	Purchasing Division-Mail Stop 740	Purchasing Division-Mail Stop 740
	Las Vegas, Nevada 89153	Las Vegas, Nevada 89107

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

18. 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.

19. 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 Support Services 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-responsive for a period of three years.

20. 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 successful Bidder 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 successful Bidder 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.

21. REJECTION OF BID

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

22. 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.

23. 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.

24. PROTESTS

Any Bidder may file a notice of protest regarding the award of this bid with the District, Attn: Purchasing Manager, within 5 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 District 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 District nor any authorized representative of the District 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 District in an amount equal to the expenses incurred by the District because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond.

25. 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 successful Bidder. The local government that originally awarded the contract is not liable for the obligations of any local or state government that uses the contract.

26. DISCRIMINATION

a. The successful Bidder and his/her subcontractors shall not discriminate against employees or applicants based on race, color, religion, gender, ethnicity, disability, age, sexual orientation, national origin, or any other protected status. The successful Bidder 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.

b. The successful Bidder 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.

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

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

27. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder 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.

28. 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 days 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.

29. PUBLIC RECORDS

The Owner is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the Owner's records are public records (unless otherwise declared by law to the confidential) which are subject to inspection and copying by any person. Bidders are advised that once a bid is received its contents will become a public record and nothing contained in the bid will be deemed to be confidential. Bidders shall not include any information in the bid that is proprietary in nature or that they would not want to be released to the public.

30. STATE OF NEVADA LEGAL HOLIDAYS

There are 11 legal holidays: Martin Luther King's Birthday, President's Day (Washington's Birthday observed), Memorial Day, Independence Day, Labor Day, Nevada Admission Day, Veteran's Day, Thanksgiving Day and Friday after, Christmas and New Year's Day.

31. DOCUMENT REVIEW

Bidders may visit the Support Services 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.

ADDENDUM NO. 6

GENERAL CONDITIONS
BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL

1. METHOD OF AWARD
Award will be made by the Board or its authorized representative, as appropriate, to the lowest responsive and responsible Bidder for Bid Form Parts II or III, which will be composed of information taken from Part I. Award of Part II is based upon the Owner's annual use, plus any discount offered for aggregate gallonage used by Owner and all joinder users, based upon the estimate for current annual usage. Award of Part III will be handled the same as Part II, except that the aggregate usage assumes that the Regional Transportation Commission will become a joinder user of this bid. Use of Part II or Part III for award will depend upon whether or not the Regional Transportation Commission commits to cancel its current contract and use this bid when their current contract term expires on February 28, 2009. Bidders must bid on all items listed on the Bid Form in order to be considered for award. In the event that the total award amount is $50,000 or less, the Support Services 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 successful 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. SECOND PREBID CONFERENCE
A second prebid conference was held for this bid on December 5, 2008. This addendum includes changes that resulted from discussion at this meeting.

5. INITIAL TERM
The initial term of this contract shall be from date of award to February 28, 2010, though startup of product delivery may be adjusted to allow for the successful Bidder's mobilization. If this occurs, existing contracts will remain in effect until cutover to the new contract.

6. CONTRACT RENEWAL
Owner reserves the option to renew this contract for four one-year periods 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.

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.

10. ADDITIONAL BID SUBMITTALS
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 by the Board.

11. DESCRIPTIVE LITERATURE
Bidders should submit with their bids the latest printed specifications and advertising literature on the products(s) offered in their Bid.

12. INSURANCE

a. GENERAL

a. *Successful Bidder* shall not commence any Work under this Agreement until *Successful Bidder* obtains, at its own expense, all insurance as required in this section; however, failure to obtain all insurance shall not relieve *Successful Bidder* of the obligation to achieve the schedule milestone dates as defined herein. The types of insurance to be obtained by *Successful Bidder* are Worker's Compensation, Employers' Liability, Automobile Liability, and Commercial General Liability, as outlined in the following portions of this section.

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 DISTRICT, whichever occurs later. In addition, the *Successful Bidder* shall provide Commercial General Liability coverage, including products and completed operations coverage, contractors protective liability coverage and blanket contractual liability coverage for two years following final acceptance of the Work by the DISTRICT.

b. Nothing contained in these insurance requirements is to be construed as limiting the extent of *Successful Bidder*'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 *Successful Bidder*'s operations under this Agreement.

c. *Successful Bidder* indemnifies and saves harmless and defends the District, its directors, officers, and employees against any and all claims arising out of *Successful Bidder*'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 *Successful Bidder*'s negligent act or omission, except to the extent those losses are solely caused by the District, its directors, officers and employees.

d. WORKERS' COMPENSATION INSURANCE. *Successful Bidder* 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 DISTRICT from any industrial insurance claims.

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 *Successful Bidder* shall provide to the DISTRICT, adequate insurance coverage in a form and by an insurance carrier satisfactory to the DISTRICT for the protection of such employees.

In the event *Successful Bidder* is permissibly self-insured for Workers' Compensation insurance in the State of Nevada, *Successful Bidder* shall deliver to the DISTRICT a copy of the Certificate of Consent to Self-Insure issued by the State of Nevada.

e. COMMERCIAL GENERAL LIABILITY INSURANCE. *Successful Bidder* 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 for limits as outlined under u. 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.

f. AUTOMOBILE LIABILITY INSURANCE. *Successful Bidder* shall procure and maintain, at its own expense, automobile liability insurance limits as set forth in u. 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 coverages on the Certificate.

g. By endorsement (I.S.O. Form CG 20 10 11 85 or its equivalent), the District 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.

h. By endorsement (I.S.O. Form CG 24 04 11 85 or its equivalent), *Successful Bidder*'s Automobile Liability, Commercial General Liability and Workers' Compensation insurance carriers shall waive their transfer rights of recovery (waiver of subrogation) against the District.

i. 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.

j. The *Successful Bidder*'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.

The *Successful Bidder*'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 *Successful Bidder*'s insurance companies are not admitted to write business in the State of Nevada, then *Successful Bidder* 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.

k. All insurance provided by the *Successful Bidder* shall be considered primary as respects to the DISTRICT's insurance and any similar insurance maintained by the DISTRICT shall be considered excess and non-contributory.

l. The cost of any claims under any policy(ies) with deductibles and/or self-insured retentions will be the sole responsibility of the *Successful Bidder*.

m. If *Successful Bidder* fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the District shall have the right, if the District so chooses, to procure and/or maintain the said insurance for and in the name of *Successful Bidder* with the District as co-insured and *Successful Bidder* shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event *Successful Bidder* fails to pay cost, the District hereby has the right of set off any sums from the compensation set forth in this agreement and directly pay for such coverage.

n. With respect to any and all insurance required of the *Successful Bidder* under this section of the Agreement, the deductible shall not exceed $50,000 without the prior written approval of the District.

o. At the time of executing this Agreement and before commencement of the Work, *Successful Bidder* shall have delivered to the District Certificates of Insurance and additional insured and waiver of subrogation endorsements, in a form acceptable to the DISTRICT, evidencing the insurance required by this Contract. Such certificates shall include the full name and address of the *Successful Bidder* and provide that the DISTRICT shall receive a 30-day advance written notice of cancellation, non-renewal or material change in the coverage provided by the *Successful Bidder* 's insurance policies. Any deductible or self-insured retention maintained by the *Successful Bidder* shall be indicated on the certificate. All certificates and endorsements must be signed and dated by a Nevada Resident Agent.

p. *Successful Bidder* agrees that, upon request from the DISTRICT, *Successful Bidder* shall provide a certified true copy of all policies required hereunder, including all endorsements requested herein.

q. Renewal certificates and related endorsements will be provided to the DISTRICT not later than 15 Days prior to the expiration date of the then current coverage.

r. Nevada Revised Statute 680A.300 requires that all insurance written outside the State of Nevada must be countersigned by a *Licensed Nevada Resident Agent.*

s. These insurance provisions are in addition and cumulative to any other right of indemnification or contribution, which the District may have in law, in equity, or otherwise and shall survive the completion of the work performed under this Agreement.

t. It is *Successful Bidder*'s sole responsibility to ascertain that the aforementioned insurance requirements are fulfilled. In the event they are not, *Successful Bidder* shall not be relieved of its duty to perform, indemnify, defend and hold harmless the District and all others concerned herein nor shall the District and all concerned herein be liable to *Successful Bidder* or any others in the event *Successful Bidder's* insurance, as accepted by the District, fails to meet the full requirements herein.

u. The amount of insurance required to be carried by *Successful Bidder* and each Subcontractor is based on the total Contract price as follows:

Value of Contract	Coverage	Limits of Liability
$25,000 to $1,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$1,000,000 per occurrence $2,000,000 aggregate $1,000,000 per occurrence Statutory $500,000
$1,000,000 to $5,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$2,000,000 per occurrence $4,000,000 aggregate $2,000,000 per occurrence Statutory $500,000
$5,000,000 to $10,000,000	General Liability Automobile Liability Workers' Compensation Employers' Liability	$3,000,000 per occurrence $5,000,000 aggregate $3,000,000 per occurrence Statutory $1,000,000

v. INSURANCE SUBMITTAL

Upon request, Successful Bidder(s) shall submit all required Insurance Documentation to: Las Vegas Valley Water District, Attn: Wayne Bergstrom, Risk Manager, 1001 South Valley View Boulevard, Las Vegas, NV 89153 not later than 15-calendar days after receipt of such request.

13. 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.

14. DELIVERY REQUIREMENTS

a. Locations, Hours, and Tank Volumes: Deliveries shall include the locations specified below, and other locations may be identified:

LVVWD	SNWS
1001 S. Valley View Boulevard	243 Lakeshore Road, Boulder City, NV 89005
(Use Alta Drive Gate), Las Vegas, NV. 89107	Hours: 7:30 AM to 3:00 PM, or as scheduled
Hours: 7:30 AM to 3:30 PM, or as scheduled;	2 Tanks: 4,000 Gallons each, at pump island
2 Tanks: 10,000 Gallons each;	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.
1 Tank: 5,000 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

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.

c. Force Majeure: The successful Bidder 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 successful Bidder shall provide Owner satisfactory evidence that non-performance is due to cause other than fault or negligence on its part.

d. 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 8 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.

e. Partial Shipments: Partial shipments will be permitted.

f. 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.

g. 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.

h. 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.

15. CONSUMPTION ESTIMATES
The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices. *For informational purposes only, for the period from July 1, 2007 through June 30, 2008, total aggregate usage by the Owner and all joinder users of the current bid was 984,793 gallons of B100 and 7,172,873 gallons of #2 diesel.*

16. PURCHASE ORDERS

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

17. 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, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

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

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

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

19. PARTIAL PAYMENTS
Partial payment requests will be accepted only at the sole discretion of the Owner.

20. 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 not be limited to, parts, labor, tank cleaning, towing, and vehicle downtime.

21. ESCALATION

a. Charges Not Linked to Index Pricing---B100 Production Cost Margin Pricing, Small Delivery Surcharges (Bid Form Items 4 to 7), Delivery Charges (Bid Form Items 8A-8D), and Winterization (Bid Form Item 10):

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 for B100 production cost margin pricing and two increase requests for delivery charges will be considered 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. Price for Tax-Exempt Dyed Ultra-Low-Sulfur Diesel (ULSD) #2: During the life of this contract, the gross unbranded 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 unbranded low posting from the weekly OPIS newsletter for the Las Vegas, Nevada market will remain firm. 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 unbranded 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 unbranded 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.

c. Price for B100 Products from Virgin Oilseed Feedstocks and Yellow Grease Feedstocks: During the life of this contract, the cost for soybean oil (cents per pound at 7.5 pounds per gallon) published by the Chicago Board of Trade (CBOT) (www.cbot.com) for each working day of the month will be added up and divided by the number of working days that offered published cost data for that month. (See Exhibit A for a sample page from the CBOT website for September 27, 2008). The column of pricing to be used is the "Settle" column, and the row to be used is the month that is two months ahead of the month for which figures are being gathered and averaged. In this example, figures would be added up and averaged for the month of August of 2008 to price B100 delivered to the Owner in October of 2008. The markup or discount (margin price) applied to the CBOT price will remain firm. Averaged CBOT cost data for a given month will be furnished within ten working days following the end of that month to the Owner and all joinder users of this bid by electronic mail. A weblink or scanned documentation shall be included in this monthly electronic mail message to substantiate the CBOT price for audit purposes. *The CBOT figures for virgin soybean oil will be used to index both virgin soybean oil and yellow grease feedstocks*. The Owner and any or all joinder users of this bid may elect to purchase ULSD without any biodiesel content.

22. VENDOR'S STOCK

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

23. TERMS OF PAYMENT

Owner's standard payment terms are 2%, TWENTY -calendar days. 2% will be deducted from the bid price, and the remittance will be processed for payment 20 calendar days following whichever is later: receipt of goods and/or services, and receipt of a 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.

24. OUT OF STATE SUPPLIERS

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

25. 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.

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ADDENDUM NO. 6
SPECIAL CONDITIONS
BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

SC. 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), or yellow grease. 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, or it must be splash blended.**

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

The contract price for each delivery of biodiesel blend is composed of five elements: a price per gallon for pure biodiesel (B100), a price per gallon of ULSD #2, a delivery charge per gallon, all required taxes and fees, and a small order delivery surcharge, 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 unbranded 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 the diesel fuel portion of all biodiesel blend purchased. Pricing for B100 made exclusively from virgin oilseed feedstock and B100 made from a blend of virgin oilseed feedstock and yellow grease feedstock will be indexed to Chicago Board of Trade pricing as described in Section 21 c. of the General Conditions.

All pricing information for products, taxes, delivery charges, and aggregate volume-based rebates will be included in Part I of the Bid Form. Portions of this information will be placed in Parts II and III of the Bid Form for the purpose of comparing bids according to estimates of the Owner's projected annual usage, with consideration for any rebate offered based upon aggregate usage of the Owner and all joinder users.

An assumed gross unbranded low posting from the weekly OPIS bulletin for the price per gallon of ULSD #2 has been entered on the Bid Form, as have assumed figures for B100 from virgin oilseed exclusively and B100 from a blend of virgin oilseed and yellow grease. 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 from virgin oilseed feedstock exclusively, including any tax credits, 3) the margin price per gallon for B100 from a blend of virgin oilseed and yellow grease feedstocks, including any tax credits, 4) the delivery charges per gallon, 5) a small order delivery surcharge, as applicable, for the bid items as listed, and 6) any rebates based upon aggregate volume of contract usage by all participants. Any anticipated discount to the OPIS gross unbranded low posting would be reflected by a lesser margin price per gallon of ULSD#2. For the purposes of evaluation, the award will assume use of B20, as is the current practice at the District, though the blend actually used by the District is subject to change.

SC. 3 TEMPERATURE ADJUSTMENT

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

SC. 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.

SC. 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.

SC. 6 BIODIESEL QUALITY REQUIREMENTS

Biodiesel must comply with ASTM D6751 and the other quality standards listed in this bid for B100 blend stock for distillant 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 revised 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. These users presently include the City of Henderson, the City of Las Vegas, Clark County, the Clark County School District, the Clark County Water Reclamation District, the Las Vegas Valley Water District, and McCarran International Airport. If the Regional Transportation Commission (RTC) decides to become a joinder user under this bid, they intend to use a B5 fuel blend. The RTC no longer requires the use of BQ-9000-certified marketers and producers of B100 for B5. It is possible that the RTC could reinstate this requirement if future government regulations require the RTC to use a biodiesel blend ratio of B6 or greater.

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 must not compromise the manufacturer's engine warranty, and (3) be an approved alternative fuel by Federal Regulations and must be 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.

SC. 7 NATIONAL BIODIESEL BOARD-MEMBER FUEL PRODUCERS/MARKETERS

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

SC. 8 DELIVERY CHARGES (BID FORM ITEM 8)

Fuel deliveries within 35 miles of the supplier's address entered in Item 8 qualify for the base freight rate per gallon indicated in Item 8A. Additional charges beyond this base rate may be entered for Items 8B, 8C, and 8D. Any deliveries to any locations that are less than 4,000 gallons qualify for the delivery charges bid for Items 4 through 7.

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 8A cover the first 35 miles, and the charges in Item 8B 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 8C.

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 8D.

SC.9 REBATES FOR LARGE AGGREGATE QUANTITIES OF BIODIESEL (B100) AND #2 DIESEL (BID FORM ITEM 9)

Items 9A to 9P are provided for the entry of a rebate per gallon of delivered B100 and #2 diesel delivered to the Owner and all joinder users of this bid during each of the five renewal terms. These rebates will be issued to all users in the form of a check or a credit, as selected by the Owner and each joinder user, within 30 days of the end of a renewal term.

For example, assume the successful bidder enters a $.01 discount for all entries in Items 9A to 9M. If a joinder user orders and receives a total of 500,000 gallons of B100 and #2 diesel during a bid renewal term, and the aggregate volume of usage is sufficient enough to qualify for the volumes specified in Items 9A and above, that entity would receive a rebate check or a credit for $5,000.00 at the end of the renewal term.

SC.10 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

The final item of the Bid Form, Item 10, 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.

SC.11 SECURITY PROCEDURES

The vendor shall notify the Owner at (702) 258-3182 for LVVWD deliveries, for deliveries to SNWS the vendor shall 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.

All cargo tanks will be sealed with a security tag. The tag serial number, along with the tanker number, will be faxed to the Owner at (702) 258-7179 for LVVWD deliveries for deliveries to SNWS (702) 564-4192, after the delivery truck has been loaded and is ready for shipment.

The manifest will contain all of the same information previously supplied to the Owner, including serial number, tanker number, driver identification etc.

SC.12 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.

SC.13 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: California Spill Fee, $0.00119; Federal Spill Fee, $0.00119, LUST Fee, $0.001; and Nevada Petroleum Cleanup Fee, $0.0075.

ADDENDUM NO. 6
TECHNICAL SPECIFICATIONS
BID NO. 2126-08

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.

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	

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., 0.05 ACCELERATED 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.	

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	
BIODIESEL (B100) Cont'd.	FACTORS/COMPOSITION
DISTILLATION IPB 5% - 95%	
ADDITIVES	

LAS VEGAS VALLEY WATER DISTRICT

____

Name of Firm

ADDENDUM NO. 6

BID FORM

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
PART I, PRICE LISTING

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, UNBRANDED	300,000	$5.00	$______		$______
Item No.	**Description**	**Estimated Qty. (Gallons)**	**Assumed CBOT Price**	**(C) Margin Price (+ or -)**	**(D) Buyer's FET Credit/ Gal**	**Extended Total A x (B+/-C-D)**
2.	PURE VIRGIN OILSEED-BASED BIODIESEL (B100),	52,500	$5.00	$______	($)	$ ______
Item No.	**Description**	**Estimated Qty. (Gallons)**	**Assumed CBOT Price**	**(C) Margin Price (+ or -)**	**(D) Buyer's FET Credit/ Gal**	**Extended Total A x (B+/-C-D)**
3.	VIRGIN OILSEED & YELLOW GREASE BLENDED BIODIESEL (B100),	22,500	$5.00	$______	($)	$ ______
4.	SMALL DELIVERY SUR-CHARGE, 500 GALLONS OR LESS					$______ Per Gal.
5.	SMALL DELIVERY SUR-CHARGE, 501 TO 1,000 GALLONS					$______ Per Gal.

Item No.	Description					
6.	SMALL DELIVERY SUR-CHARGE, 1,001 TO 2,000 GALLONS					$_______ Per Gal.
7.	SMALL DELIVERY SUR-CHARGE, 2,001 TO 4,000 GALLONS					$_______ Per Gal.

ITEM 8.
ADDITIONAL INFORMATION

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 CHARGES 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. 8A. $________ PER GALLON BASE RATE FOR ALL DELIVERIES OF UP TO 35 MILES. 8B. $________ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES BEYOND 35 MILES IN THE LAS VEGAS METROPOLITAN AREA. 8C. $________ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES OUTSIDE THE LAS VEGAS METROPOLITAN AREA BUT WITHIN CLARK COUNTY, E.G., LEE CANYON, LAUGHLIN, JEAN 8D. $________ PER GALLON, ADDITIONAL INCREMENTAL CHARGE ONLY ADDED TO THE BASE RATE IN 8A ABOVE FOR DELIVERIES OUTSIDE OF CLARK COUNTY, E.G., DISTRICT RANCH SITES IN WHITE PINE COUNTY.

ITEM 9. **REBATES PER TOTAL GALLONS OF B100 AND #2 DIESEL DELIVERED DURING EACH CONTRACT RENEWAL TERM**		**REBATE PER GALLON**
4,000,001 TO 5,000,000 GALLONS		9A. $____________

ITEM 9. (Cont'd) **REBATES PER TOTAL GALLONS OF B100 AND #2 DIESEL DELIVERED DURING EACH CONTRACT RENEWAL TERM**		**REBATE PER GALLON,**
5,000,001 TO 6,000,000 GALLONS		9B. $________________
6,000,001 TO 7,000,000 GALLONS		9C. $________________
7,000,001 TO 8,000,000 GALLONS		9D. $________________
8,000,001 TO 9,000,000 GALLONS		9E. $________________
9,000,001 TO 10,000,000 GALLONS		9F. $________________
10,000,001 TO 11,000,000 GALLONS		9G. $________________
11,000,001 TO 12,000,000 GALLONS		9H. $________________
12,000,001 TO 13,000,000 GALLONS		9I. $________________
13,000,001 TO 14,000,000 GALLONS		9J. $________________
14,000,001 TO 15,000,000 GALLONS		9K. $________________
15,000,001 TO 16,000,000 GALLONS		9L. $________________

16,000,001 TO 17,000,000 GALLONS		9M. $__________
17,000,001 TO 18,000,000 GALLONS		9N. $__________
18,000,001 TO 19,000,000 GALLONS		9O. $__________
19,000,001 TO 20,000,000 GALLONS		9P. $__________
ITEM 10.	**PRICE PER GALLON, DIESEL**	**PRICE PER GALLON, PURE BIODIESEL**
ENTER THE CHARGE PER GALLON FOR WINTERIZATION OF DELIVERED FUEL	$__________	$__________

LAS VEGAS VALLEY WATER DISTRICT

____
Name of Firm

ADDENDUM NO. 6

BID FORM

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL PART II, PRICE COMPARISON FOR AWARD (AT 8,100,000 AGGREGATE GALLONS/YEAR)

All figures for Part II must be taken from pricing listed in Part I.

TOTAL ESTIMATED GALLONS OF #2 DIESEL PER YEAR	TOTAL PRICE PER GALLON	EXTENSION
300,000	$__________	$__________
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED-BASED B100 PER YEAR (SOY FOR PART II)	**TOTAL PRICE PER GALLON**	**EXTENSION**
52,500	$__________	$__________
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED/YELLOW GREASE BLENDED B100 PER YEAR	**TOTAL PRICE PER GALLON**	**EXTENSION**
22,500	$__________	$__________
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO MAIN CAMPUS AT 10,000 GALLONS AVERAGE PER LOAD	**COST PER GALLON**	**EXTENSION**
321,000	$__________	$__________
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO SNWS (LAKE MEAD) AT 3,500 GALLONS AVERAGE PER LOAD, INCLUDING SMALL DELIVERY SURCHARGE	**COST PER GALLON**	**EXTENSION**
34,000	$__________	$__________

DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO WAHOO RANCH AT 8,000 GALLONS AVERAGE PER LOAD	COST PER GALLON	EXTENSION
20,000	$__________	$__________
REBATE FOR AGGREGATE ANNUAL VOLUME OF OWNER AND JOINDER USERS AT 8,100,000 GALLONS/YEAR, AS PER BID FORM PART I, ITEM 9E	**REBATE PER GALLON**	**EXTENSION**
375,000 GALLONS	($__________)	($__________)
TAXES AND FEES	**RATE PER GALLON**	**EXTENSION**
375,000 GALLONS	$0.01088	$ 4,080.00
GRAND TOTAL:		$__________

____
Name of Firm

ADDENDUM NO. 6
BID FORM
BID NO. 2126-08
ANNUAL REQUIREMENTS CONTRACT
FOR BIODIESEL (B100) AND #2 DIESEL FUEL
PART III, PRICE COMPARISON FOR AWARD
(AT 15,300,000 AGGREGATE GALLONS/YEAR)

All figures for Part III must be taken from pricing listed in Part I.

TOTAL ESTIMATED GALLONS OF #2 DIESEL PER YEAR	**TOTAL PRICE PER GALLON**	**EXTENSION**
300,000	$________________	$________________
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED-BASED B100 PER YEAR (SOY FOR PART II)	**TOTAL PRICE PER GALLON**	**EXTENSION**
52,500	$________________	$________________
TOTAL ESTIMATED GALLONS OF VIRGIN OILSEED/YELLOW GREASE BLENDED B100 PER YEAR	**TOTAL PRICE PER GALLON**	**EXTENSION**
22,500	$________________	$________________
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO MAIN CAMPUS AT 10,000 GALLONS AVERAGE PER LOAD	**COST PER GALLON**	**EXTENSION**
321,000	$________________	$________________
DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO SNWS (LAKE MEAD) AT 3,500 GALLONS AVERAGE PER LOAD, INCLUDING SMALL DELIVERY SURCHARGE	**COST PER GALLON**	**EXTENSION**
34,000	$________________	$________________

DELIVERY COST ONLY FOR TOTAL ESTIMATED GALLONS TO WAHOO RANCH AT 8,000 GALLONS AVERAGE PER LOAD	COST PER GALLON	EXTENSION
20,000	$________________	$________________
REBATE FOR AGGREGATE ANNUAL VOLUME OF OWNER AND JOINDER USERS AT 15,300,000 GALLONS/YEAR, AS PER BID FORM PART I, ITEM 9L	**REBATE PER GALLON**	**EXTENSION**
375,000 GALLONS	($________________)	($________________)
TAXES AND FEES	**RATE PER GALLON**	**EXTENSION**
375,000 GALLONS	$0.01088	$ 4,080.00
GRAND TOTAL:		$________________

ATTACHMENTS TO BID PROPOSAL SUBMISSION:

1. Copy of Technical Specifications with entries.
2. A copy of the Pipeline Specification Report.
3. A copy of the biodiesel producer's chemical analysis.

DELIVERY: __________ Hours (Maximum Delivery Time is 24 Hours)

STANDARD PAYMENT TERMS: 2%, 20 Calendar Days.

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.

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	LEGAL NAME OF FIRM
______________________________	______________________________
NAME OF BIDDER (PRINT OR TYPE)	ADDRESS OF FIRM, CITY, STATE, ZIP
______________________________	______________________________
PHONE NUMBER OF BIDDER	DATE
______________________________	
FAX NUMBER OF BIDDER	

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 ____________________

SUBCONTRACTOR INFORMATION

BID NO. 2126-08

ANNUAL REQUIREMENTS CONTRACT FOR BIODIESEL (B100) AND #2 DIESEL FUEL

It is our intent to utilize the following SBE, MBE, WBE, and DBE subcontractors in association with this Contract:

Subcontractor Name: ______________________________

Contact Person: ______________________________ Telephone Number: ______________________________

Description of Work: ______________________________

Estimated Percentage of Total Dollars: ______________________________

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: ______________________________

Contact Person: ______________________________ Telephone Number: ______________________________

Description of Work: ______________________________

Estimated Percentage of Total Dollars: ______________________________

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: ______________________________

Contact Person: ______________________________ Telephone Number: ______________________________

Description of Work: ______________________________

Estimated Percentage of Total Dollars: ______________________________

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: ______________________________

Contact Person: ______________________________ Telephone Number: ______________________________

Description of Work: ______________________________

Estimated Percentage of Total Dollars: ______________________________

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

Subcontractor Name: ______________________________

Contact Person: ______________________________ Telephone Number: ______________________________

Description of Work: ______________________________

Estimated Percentage of Total Dollars: ______________________________

Business Type: ↑SBE ↑MBE ↑WBE ↑DBE

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

Exhibit B

1.1 Annual Requirements Contract - Ordering, Billing and Payment

a) The following definitions will apply to any Contract awarded as a result of this Bid:

i) *"Blanket Purchase Order"* means a document which contemplates the ordering of goods or services in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods or services that may be ordered by the City from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the City to the purchase of any goods or services. A Blanket Purchase Order will be identified as such on the face of the Purchase Order, and will reference the Bid number.

ii) *"Purchase Order Release"* (or *"Release"*) means a single order issued by the City against a Blanket Purchase Order, which orders a specific quantity of goods or services, and commits the City to pay for those goods or services upon delivery and acceptance. A Release is identified by the original Blanket Purchase Order number, followed by a hyphen ("-") and a sequential number.

b) The City will issue a Blanket Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise.

1.2 Invoices

Invoice(s) shall be submitted to:

Department of Finance and Business Services
City of Las Vegas
Attention: Accounts Payable
400 Stewart Avenue
Las Vegas, NV 89101

The Successful Bidder shall submit a detailed invoice to the City, after shipment of goods or performance of services. All invoices should (i) identify charges against specific Blanket Purchase Order item numbers, (ii) state the date and number of the invoice, (iii) reference the assigned Blanket Purchase Order and Purchase Order Release number, and (iv) provide any other information (e.g., item description, quantity) necessary to ascertain the goods or services for which payment is requested. **Invoices received without a valid purchase order will be returned unpaid.** Upon acceptance of the goods or services by the City and reconciliation of all errors, corrections, and credits, payment will be made within thirty (30) calendar days. Invoices for partial shipments must only include items actually sent in the partial shipments.

1.3 Insurance

Supplier must provide required insurance documentation (city of Fort Worth RFP#09-0012, Section V) 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 policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. 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 the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide the 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 the ITS if so requested.

1.4 Indemnification

a) In addition to the indemnification requirements set forth in City of Fort Worth RFP# 09-0012 Paragraph 26.0 Section II Standard Terms and Conditions, 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 Supplier 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.

1.5 F.O.B Point

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

FUEL LOCATIONS & TANK SIZES

Delivery Location	Diesel Fuel
1. East Fleet Service Center 3100 E. Bonanza Rd.	12,000 Gal. Cap. Bio-Diesel
2. Satellite Garage 4357 Vegas Drive	12,000 Gal. Cap. Bio-Diesel
3. Water Pollution Control Facility 6005 E. Vegas Valley Dr.	2,500 Gal. Cap.
4. Fire Station #1 500 N. Casino Center Blvd.	10,000 Gal. Cap.
5. Fire Station #4 421 S. 15th Street	4,000 Gal. Cap.
6. Fire Station #2 900 S. Durango Dr.	4,000 Gal. Cap.
7. Fire Station #42 7331 W. Cheyenne Rd.	4,000 Gal. Cap.
8. Fire Station #7 10101 Banburry Cross Dr.	4,000 Gal. Cap.
9. Fire Station #9 4747 N. Rainbow Blvd.	4,000 Gal. Cap.
10. West Fleet Service Center 2950 Ronemus Dr.	12,000 Gal. Cap. Bio-Diesel
11. Fire Station #41 6989 N. Buffalo Dr.	4,000 Gal. Cap.

12. Fire Station #10 1501 S. MLK Blvd.	4,000 Gal. Cap.
13. Fire Station #43 6420 Smoke Ranch Rd.	4,000 Gal. Cap.
14. Fire Station #44 7701 W. Washington Ave.	4,000 Gal. Cap.
15. Fire Station #45 3821 N. Fort Apache Ave.	4,000 Gal. Cap.
16. Fire Station #5 1020 Hinson St..	4,000 Gal. Cap.
17. Fire Station #8 633 N. Mojave Rd.	4,000 Gal. Cap.
18. Fire Station #47 911 Ridge Pine St.	4,000 Gal. Cap.
19. Floyd Lamb Park 9200 Tule Springs Rd.	500 Gal. Cap. Bio-Diesel

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