USE AGREEMENT

THIS AGREEMENT is made and entered into this _________ day of _______________, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and Kemira Water Solutions (herein the "Supplier"), having its principal office at 3211 Clinton Parkway, Suite 1, Lawrence, Kansas 66047.

RECITALS

WHEREAS, the Supplier and Originating Government Name (herein "Originating Government Name") have entered into that Contract dated August 21, 2006 (Bid No. 615-06) which provides for Ferric Chloride (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 Clark County Water Reclamation District; 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 Agreement shall consist of the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto as Exhibit "A" (17 pages), and incorporated herein, except as stated in Exhibit "B" (4 page(s)), 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 Clark County Water Reclamation 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 Clark County Water Reclamation District's 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 Clark County Water Reclamation 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 the Clark county Water Reclamation District.

6. Any change or modification to the Supplier Contract between the Supplier and the Clark County Water Reclamation 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: Kemira Water Solutions
Contract Administrator
3211 Clinton Parkway Suite #1
Lawrence, Kansas 66047
Fax #: (785) 842-2629

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax #: (702) 384-9964

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

8. **Insurance** [CAO-1/12/09]

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 Company 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.

ii. Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company'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 (including death), 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.

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.

b) Supplier must provide required insurance documentation 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.

c) The Owner, its officers and employees shall be named as additional insured's and such notation shall appear on the certificate of insurance furnished by the Supplier's insurance carrier. 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 $10,000.00 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, pursuant to Exhibit "B", Paragraph 4 "Notice of Delay", 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.

The policies required in Paragraph 8 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas

9. Unless the content indicates otherwise, the references in the Supplier Contract to the Clark County Water Reclamation District shall be understood and interpreted to refer to the City for purposes of this Agreement. In addition, any references in the Supplier Contract to the Board of Trustees shall be understood and interpreted to refer to the City of Las Vegas City Council 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 10-26-11
Deputy City Attorney Date

KEMIRA WATER SOLUTIONS

~~H. SPENCER WOLFF, Director~~ Tammy Yergey
~~Sales Municipal & Industrial~~ Inside Sales manager
~~West Region U.S.A.~~

"Supplier"

EXHIBIT "A"

CLARK COUNTY WATER RECLAMATION DISTRICT
CLARK COUNTY, NEVADA

BID NO. 615-06

The "Clean Water Team"

FERRIC CHLORIDE

5857 E. FLAMINGO ROAD, LAS VEGAS, NEVADA 89122

ORIGINAL

GENERAL PROVISIONS
BID NO. 615-06
FERRIC CHLORIDE

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 qualified Bidders for the items specified in this document.

2. TERMS

The term "Owner" as used throughout this document will mean the Clark County Water Reclamation District, Las Vegas, Nevada.

The term "BOT" as used throughout this document will mean the Board of Trustees.

The term "Purchasing" as used throughout this document will mean the Clark County Water Reclamation District, Purchasing and Contracts Department.

3. DESIGNATED CONTACTS

Any requests for procedural clarification or additional information regarding the submission of this Invitation to Bid shall be directed to Ms. Gail Karafa, Purchasing Analyst II, Purchasing and Contracts Department, 702-434-6611. Requests for technical information regarding this Invitation to Bid shall be directed to Mr. Bill Shepherd, Operations Manager, at 702-450-4417.

4. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a Bidder and a member of the BOT, 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 above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected and/or considered for award by the BOT.

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. SECURITY AND SAFETY

All Bidders will comply with all local, state and national security and safety (OSHA) regulations applicable to the site of the work.

7. 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 88-600-1074). A copy of the tax exempt letter is available by calling our Purchasing and Contracts Department at 434-6611. The price(s) bid must be net, exclusive of these taxes.

8. EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the successful Bidder agrees that it will not employ unauthorized aliens in the performance of this contract.

9. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict between or among the provisions of this contract, such inconsistency or conflict shall be resolved by the following descending order of preference:

- Order-specific provisions which are typed or handwritten on the Purchase Order as additions to the pre-printed terms;
- Documents incorporated by reference on the face page(s) of the Purchase Order;
- These terms and conditions of Purchase, supplements, exhibits, tables and appendixes attached thereto;
- Scope of Services; and
- Specifications attached hereto or incorporated by reference.

In cases of ambiguity in the specifications/scope of services required herein, exhibits, appendixes or other documents included and incorporated under a this contract, the successful Bidder must, before proceeding, consult the Owner, whose written interpretation shall be final.

10. 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 the 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.

11. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all Bidders in written form from the Owner's designated contact (Purchasing and Contracts Department) as specified in this bid document. Owner is not bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by Owner's employees, unless such clarification or change is provided to Bidders in written addendum form.

12. PUBLIC RECORDS

The Owner is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of 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. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the Owner may not be disclosed until the bid is recommended for award of a contract.

13. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

14. DOCUMENT REVIEW

Bidders may visit the Purchasing and Contracts Department, 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) 434-6611 and request the Purchasing and Contracts Department to schedule your appointment.

15. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

16. DURATION OF OFFER

All offers (bids) submitted in association with 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 sufficient time to evaluate and obtain BOT approval for award.

17. 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.

18. SUBMISSION OF BIDS

All bids must be submitted in a sealed envelope plainly marked and identified as "Bid Document Enclosed" 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 time-stamped at 3:01 p.m. or after will be returned unopened to the Bidder. Use the black border RETURN LABEL attached to the yellow sheet for submittals. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.** Bidders and other interested parties are invited to attend the bid opening.

Deliver mailing for bids to: **HAND DELIVERY, US MAIL, EXPRESS DELIVERY (FED EX. OR UPS).**

Clark County Water Reclamation District

Attn: Finance Dept.

5857 East Flamingo

Las Vegas, Nevada 89122

Bid No. 615-06

Bid Name: FERRIC CHLORIDE

Bid Opening Date: AUGUST 23, 2006

Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 any evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

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

20. CONFLICT OF INTEREST

The successful Bidder warrants that, to the best of its knowledge and belief, there are no agreements or affiliation that could give rise to an organizational conflict of interest.

The Bidder agrees that, if after the effective date of this contract, it discovers an organizational conflict of interest with respect to the successful Bidder or the successful Bidder's performance hereunder, it shall make an immediate and full disclosure in writing to Owner. Such disclosure shall include a description of the action that the successful Bidder has taken or proposes to take to avoid, eliminate, or neutralize the conflict. The contract may be terminated by Owner in the event such conflict would not be in the best interest of Owner.

The successful Bidder further agrees that if a conflict of interest is identified prior to the execution of this contract, it will adequately avoid, eliminate, or neutralize the conflict in a manner satisfactory to Owner.

In the event the successful Bidder was aware of an organizational conflict of interest any time prior to or after the execution of this contract and intentionally did not disclose the conflict to Owner, the contract may be terminated for default, or Owner may invoke such other remedies as may be authorized by law.

21. 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 Purchasing Specialist in writing, or a bid release form has been properly filled out and submitted to the Purchasing and Contracts Department. Withdrawn 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 during this period. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract, 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 re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by the Owner is not a waiver of any liability of the initial Bidder awarded the contract.

23. REJECTION OF BID

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

24. 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.

C. Failure to properly complete the Bid Form.

D. Evidence of collusion among Bidders.

E. Unauthorized alteration of the Bid Form.

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

25. TIE-BIDS

A tie-bid is defined as an instance where bids are received from 2 or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and 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 bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

26. PROTESTS – CLARK COUNTY WATER RECLAMATION DISTRICT

A bidder who bids on a contract may file a notice of protest regarding the awarding of the contract with the Contracts Administrator within 5 business days after the bid opening date. The notice of protest must include a written statement setting forth with specificity the reasons the bidder filing the notice believes the applicable provisions of law were violated. A bidder filing a notice of protest may be required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- Twenty-five percent of the total value of the bid submitted by the Bidder filing the notice of protest; or
- Two hundred fifty thousand dollars.

Owner will stay any award actions until after the Contracts Administrator has responded in writing to the protest. If the protestor is not satisfied with the response, protestor may then protest to the Owner BOT, who will render a final decision for the Owner. No bid protests will be heard by the BOT unless the bidder has followed the appeal process.

If the protest is upheld, the bond posted or other security submitted with the notice of protest will be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security 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 will be returned to the protestor who posted the bond or submitted the security.

Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protestor in a bid process.

27. USE BY OTHER GOVERNMENT 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 the local government which uses the contract.

28. DISCRIMINATION

The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that the Owner has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age or any other protected status, the Owner may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

29. IMMUNITY FOR INCORRECT DATE GENERATION

The Owner, its officers and employees shall be immune for any breach of this contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the Owner, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

30. AUDITS

The performance of this contract by the successful Bidder is subject to review by the Owner to insure contract compliance. The successful Bidder agrees to provide the Owner any and all information requested that relates to the performance of this contract. All requests for information will be in writing to the successful Bidder. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and may be cause for suspension and/or termination of the contract.

31. 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.

32. BIDDER NON-COMPLIANCE WITH CONTRACT

Successful Bidder's non-compliance with any requirement, term or condition contained in this contract may result in Owner:

- Terminating this contract, in whole or part, for convenience or cause;
- Withholding payments;
- Initiating suspension or debarment action against the Contractor; and
- Initiating other action, as appropriate.

In addition, successful Bidder non-compliance with any statutory requirement included in this contract, may result in the successful Bidder and its employees and subcontractors being (under national, state and/or local laws, statutes or regulations) fined and/or imprisoned, or incurring other sanctions.

33. TERMINATION FOR CONVENIENCE

Notwithstanding anything herein to the contrary, in the event that Owner terminates the contract, in whole or in part, at any time, the corresponding portion of this contract may be terminated for convenience by Owner by written notice stating the extent and the effective date, and such termination shall not constitute default. In the event of partial termination, the successful Bidder is not excused from performance of the non-terminated balance of work under the contract. The effective date will be at least thirty (30) days from the receipt of notice unless, an earlier date is mutually agreed upon by the parties.

In the event of termination for convenience by Owner, the successful Bidder shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Owner may take immediate possession of all work so performed upon written notice of termination to successful Bidder.

Successful Bidder's obligations, including but not limited to obligations under the warranty, proprietary rights, infringement, and indemnity against claims provisions of this contract, shall survive such termination.

In the event that the Owner elects to terminate the contract, the termination request will be submitted to the BOT (if the total award amount is more than $25,000) or the Purchasing and Contracts Department (if the award amount is $25,000 or less) for approval.

34. TERMINATION FOR CAUSE

a. Time is of the essence in performance of services under this contract. Owner may, by written notice of default to the successful Bidder, terminate this contract in whole or in part if the successful Bidder fails to:

   i. Deliver the supplies or to perform the services within the time specified in this contract or any extension,
   ii. Make progress, so as to endanger performance of this contract, or failure to provide adequate assurance of future performance,
   iii. Perform any of the other provisions of this contract, or
   iv. Meet its financial obligations to its employees, suppliers, and subcontractors.

b. Owner's right to terminate this contract under subparagraphs (ii) and (iii) above, may be exercised if the successful Bidder does not initiate and diligently pursue all reasonable efforts to cure such failure within ten (10) days (or more if authorized in writing by Owner Contracts Administrator) after receipt of the notice from Owner specifying the failure.

c. In the event of partial termination, successful Bidder is not excused from performance of the non-terminated balance of work under the contact.

d. In the event of successful Bidder's default hereunder, Owner may exercise any or all rights accruing to it, both at law, including without limitation, those set forth in Article 2 of the Uniform Commercial Code, or in equity.

35. LIQUIDATED DAMAGES – COMPLETION OF CONTRACT

In case of failure on the part of the successful Bidder to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of the Owner, the Bidder shall pay to the Owner, as liquidated damages, **an amount up to $25,000 per calendar day**. This sum shall be considered as reimbursement, in part, to the Owner for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the successful Bidder or billed to the successful Bidder directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

GENERAL CONDITIONS
BID NO. 615-06
FERRIC CHLORIDE

1. METHOD OF AWARD

Award will be made by the BOT to the lowest responsive and responsible Bidder in aggregate contingent upon the submission of all requested documents after award within the timeliness specified, unless an extension is approved by the Owner. In the event that the total award amount is $25,000 or less, the Purchasing and Contracts Department may approve the award.

2. NOTICE OF AWARD

Award of this bid will be by the issuance of a purchase order(s). The contract shall include this Bid Document, any associated Addendums, and the Bid Form as signed by the successful Bidder.

3. PREBID CONFERENCE

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

4. INITIAL TERM

The initial term of this contract shall be from October 1, 2006 through September 30, 2008.

5. CONTRACT RENEWAL

Owner reserves the option to renew this contract for an additional 4 one-year period(s) from its expiration date **with the option to increase up to fifteen (15%) percent annually for the renewal terms.**

6. CONTRACT EXTENSION

Owner reserves the option to temporarily extend this contract for up to 180 calendar days from its expiration date for any reason.

7. CONTRACT MANAGEMENT

a. For the work performed under the contract, a designated Owner technical representative will serve as the point of contact for the purposes of:

   (1) Monitoring the Contractor's technical performance of assigned tasks.

   (2) Preliminary determination of the acceptability of all reports and data specified for the respective tasks.

   (3) Review and approval of cost/pricing estimates for prospective tasks in accordance with the contract provisions and as defined by the Statement of Work.

b. The successful Bidder will respond through the Owner's Procurement Representative for the following:

   (1) Matters relating to prices, terms and conditions, quantities to be supplied, delivery schedule and financial adjustments.

   (2) Agreements between the parties, which by their nature effect a change to the contract, shall only be binding upon the parties when such agreements or actions are specifically authorized in writing by the Owner's Procurement Representative.

   (3) All correspondence and communications, pertaining to this contract, between Owner and the successful Bidder shall be directed to Owner's Procurement Representative.

c. No such direction, guidance, suggestion, or order of Owner shall be binding upon Owner and shall not be the basis of any claim or entitle the successful Bidder to an equitable adjustment unless approved in advance by Owner's Procurement Representative.

8. POINT OF CONTACT

Owner's Contracts Administrator and/or Procurement representative are the only designated point of contacts regarding changes/modification in work scope, payment and price changes. Any technical inquiries are to be directed to the Owner's Operations representative(s).

9. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has obtained all information and responses relevant to the services requested herein and familiarized itself 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.

10. 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 obtained time of bid opening may be cause to reject the entire bid.

11. ADDITIONAL BID SUBMITTALS

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

12. 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.

13. DELIVERY REQUIREMENTS

- NOTICE OF DELIVERY

  Owner shall be given three (3) calendar day(s) notice prior to delivery. Notify Plant Operations at (702) 450-4450.

- LOCATION AND HOURS Deliveries shall be made to the Clark County Water Reclamation District (CCWRD), 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday, Saturdays by exception (excluding Owner's holidays), between the hours of 6:00 a.m. to 4:00 p.m. Weekend deliveries must be agreed upon, in advance by authorized personnel. **See Specification No. 4.**

- MAXIMUM DELIVERY TIME Maximum delivery time is five **(5) calendar day(s)** from date order(s) is placed. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and may be cause for rejection. **Time is of the essence and failure to meet the delivery time specified herein shall constitute a breach of contract.**

- 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.

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

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

- PARTIAL SHIPMENTS

  Partial shipments will not be permitted.

- FAILURE TO DELIVER

  In the event that the successful Bidder fails to deliver the product and/or service 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 and/or service from another supplier. If the product and/or service are 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.

- DAMAGED OR DEFECTIVE PRODUCTS

  The successful Bidder shall replace, at no cost to the Owner, damaged or defective products within three (3) calendar days after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay the Owner any difference between the bid price and the price paid to the other supplier.

- SUBMITTAL OF USAGE REPORTS

  The successful Bidder shall submit a semi-annual usage report within ten (10) calendar days after the end of the specified period. 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 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.

15. PURCHASE ORDERS

The Purchasing and Contracts Department will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

16. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 30 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

All invoices should include the following information:

A. Company Name;

B. Complete Address (including street, city, state, and zip code);

C. Telephone Number;

D. CCWRD Employee Name;

E. Sample description as listed on the chain of custody (COC);

F. Analyses (number and type/method) performed and the unit rate for each analysis (including dates of samples analyses, Reference Specification No. 2, Page 16.

G. **Clark County Water Reclamation District Purchase Order Number and Site Location (example – Solids Bldg., Headworks, AWT;**

H. Company's Tax Identification Number;

I. Itemized pricing and total amount due (excluding Sales and Use Tax);

J. Percentage Discounts/ Payment Terms (if offered); and

K. Company's Invoice Number.

The successful Bidder is responsible to insure that all invoices submitted for payment are completed with the above information and in strict accordance with the price(s) offered on the Bid Form. Owner reserves the right to return invoices **"unpaid"** with insufficient information. 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 in responding to future invitations to bid.

17. 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 Internal Audit 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 if responding to future invitations to bid.

18. ESCALATION

Fixed Price:

During the life of this contract, there may be a general published price change. In the event of a decrease, Owner shall receive the benefit of this change. In the event of an increase, Owner may allow, upon presentation of suitable proof and thirty (30) calendar days advance written notification, an increase over bid price. Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor. No increase shall be allowed earlier than three hundred sixty-five (365) calendar days from the date of contract award, including thirty (30) calendar days advance written notification, or at a later date as designated by the successful Bidder. Price increases shall not be retroactive. All written escalation requests should be sent to all of the Owner's designated contacts as specified in this bid document. Only one (1) written escalation request(s) will be accepted from the successful Bidder on an annual basis.

19. ETHICAL BEHAVIOR

Notwithstanding the successful Bidder's obligation to comply with all requirements, terms and conditions contained in this contract, the successful Bidder is encouraged to conduct an ongoing program to ensure the successful Bidder and its subcontractor employees are aware of, understand and practice ethical behavior and conduct themselves in an unbiased and objective manner. Situations may arise where employees of the successful Bidder, or subcontractor employees may review documentation, participate in discussions, help execute actions or otherwise exert influence on decisions which could involve competitors. In such situations, involved successful Bidder or subcontractor employees shall refrain from making any statement or taking action which could be construed as demonstrating bias against a competitor.

20. PRICING

Successful Bidder represents and warrants to Owner that prices offered fairly reflect market cost savings resulting from this Agreement and that such prices or discounts are reasonably available to all other purchasers of services of like grade, quality and quantity.

21. COMPLIANCE WITH LAW

- Successful Bidder warrants that the materials to be furnished and the services to be rendered under this contract shall be manufactured, sold, used and rendered in compliance with all relevant federal, state, local law, orders, rules, ordinances, and regulations and in compliance with applicable international prohibitions on child labor. Successful Bidder certifies that with respect to the production of the articles and/or the performance of the services covered by this contract, it has fully complied with Sections 6, 7, 12, and 15 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the United States Department of Labor under Section 14 thereof, if applicable.
- Successful Bidder warrants that all equipment and materials delivered under this contract are in accordance with the latest OSHA requirements.
- Successful Bidder warrants that in the performance of this contract, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and
- Successful Bidder further agrees to save Owner harmless from any loss, damage, fine, penalty, or expense whatsoever that Owner may suffer as a result of Contractor's failure to comply with this warranty. The foregoing is in addition to and not in mitigation of any other requirements of this contract.

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. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to Owner must be provided by the successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

24. NO SUBSTITUTE

"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

25. OUT OF STATE SUPPLIERS

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

26. TERMS OF PAYMENT

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

Examples:

Terms of Payment: 2%, 14 Calendar Days.

A 2% payment discount will be deducted from the purchase price if the invoice is paid within 14 calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

Terms of Payment: 0%, 30 Calendar Days.

No payment discount is offered and payment is due within 30 calendar days of delivery of product and/or service and receipt of a completed invoice.

No prompt payment discount will be considered by the Owner in the bid evaluation process unless the discount period offered by the Bidder is 14 calendar days or more.

SPECIAL CONDITIONS
BID NO. 615-06
FERRIC CHLORIDE

1. CHARACTERISTICS

The Ferric Chloride shall be suitable for use in flocculation of wastewater to improve suspended solids and phosphorus removal. The Ferric Chloride will be delivered in solution and shall have a minimum concentration of 38% and a maximum concentration of 47%. Ferric Chloride not complying with these stated specifications shall be cause for rejection. In any event, the General Manager of the Clark County Water Reclamation District shall make the final judgment in disagreements between the vendor and the Clark County Water Reclamation District. Shipments of Ferric Chloride which have excessive sediments shall be subject to rejection.

2. SAFETY

The successful bidder shall comply with all safety regulations of the State of Nevada and other governing agencies concerned with the delivery of Ferric Chloride within the State of Nevada. The Contractor shall be responsible for any losses, damage, claims or suits arising from accidental happenings or negligence on behalf of its delivering agent or subcontractor. **The successful bidder will conduct one safety training session or provide video training material regarding the safe handling of Ferric Chloride for the Clark County Water Reclamation District employees on an annual basis.**

3. SAMPLES FOR TESTING

The successful bidder shall have sampling containers available for random sampling as requested at the time of delivery.

4 TESTING

The successful bidder, within seven (7) calendar days of contract award, must provide the Owner for its approval a written statement of the methodology which it uses to determine the chemical content of shipments. Any analytical technique conforming to ASTM standards will be acceptable. Thereafter, using this methodology, the successful bidder will test every lot supplied prior to delivery. **Quarterly, the successful bidder will provide a copy of the test results on each lot inclusive of the impurities indicated in Specification No. 1D when delivered to the Owner.**

5. PAYMENT & EXAMPLE

Payment of supplier invoices will be based on the dry weight of Ferric Chloride delivered. Dry weight is calculated by multiplying the percent (%) of Ferric in solution by the shipment weight.

For example:
Bid Price $278/Dry Ton
Shipment of 56,000 pounds or 28 Ton wet delivered weight
Ferric Strength 42%

The invoice price would be calculated:

28 wet tons x 0.42 = 11.76 dry tons @ $287/dry ton = $3,375.12

Random Samples will be taken from tanker deliveries to confirm compliance for strength and clarity.

6. MATERIAL SAFETY DATA SHEETS

Prior to delivery, the Successful Bidder shall provide the Owner with current Material Safety Data Sheets for all hazardous materials and products procured for this contract along with their website information.

7. OFF LOADING

The successful bidder shall furnish the necessary chemical unloading apparatus; i.e., hose with fittings to be compatible with Owner's equipment.

8. CLEAN OUT/UP

The successful bidder of Ferric Chloride shall make certain that the Ferric delivery trucks ARE NOT washed out within the Owner's property. The successful bidder will be responsible for any spillage caused by accident or negligence.

Change price 8-21-00 5:30 pm

INVITATION TO BID

BID NO. 615-06
FERRIC CHLORIDE

CLARK COUNTY WATER RECLAMATION DISTRICT

This bid 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	Unit of Purchase	Estimated Annual Quantity	Unit Price	Extended Total
1	Ferric Chloride, as specified herein Manufacturer: Kemiron Product Stock No.	Ton (dry basis)	5,000	$429.90 $~~439.90~~ does not	2,149,500.00 $ ~~2,199,500.00~~ include tax

DELIVERY:

2-3 calendar days (Maximum calendar days)

TERMS OF PAYMENT:

0 %, Net 30 calendar days.

ATTACHMENTS TO BID FORM

1. A copy of the product's printed specifications advertising literature or catalogs as specified are attached.
2. Copies of the Technical Specification pages showing conformance to or variations from the specifications are attached.

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.

[signature]	Kemiron Companies, Inc.
SIGNATURE OF BIDDER	LEGAL NAME OF FIRM
Tammy Vergey	3211 Clinton Pkwy Ct.
NAME OF BIDDER (PRINT OR TYPE)	ADDRESS OF FIRM
(800) 879-6353	Lawrence KS 66047
PHONE NUMBER OF BIDDER	CITY STATE, ZIP
(785) 842-3150	August 21, 2006
FAX NUMBER OF BIDDER	DATE

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☑ LBE as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

TECHNICAL SPECIFICATIONS
BID NO. 615-05
FERRIC CHLORIDE

Kemiron Companies Inc.
Name of Firm

INTENT:

It is the intent of these specifications to provide an Annual Requirements Contract for Ferric Chloride that will conform to the specifications, and be suitable for continuous use by the Owner.

These specifications shall be construed as minimum requirements. Should the manufacturer's current published data or specifications exceed the ones listed below, the most recent specifications shall supersede and be furnished by the Bidder.

BIDDERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM AND MAKE AN ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATIONS, INDICATING ANY VARIANCES IN THE SPECIFICATION. OWNER RESERVES THE RIGHT TO ACCEPT AND/OR REJECT ANY AND ALL VARIANCES MADE TO THE SPECIFICIATIONS. IF THERE IS NOT ENOUGH SPACE, ATTACH AN ADDITIONAL SHEET OF PAPER.

SPECIFICATION NO. 1	
INTENT	
Scope: The intent of this solicitation is to procure an estimated annual quantity of 5,000 dry tons (100% basis) Ferric Chloride. The Ferric Chloride will be delivered in the form of a "bulk" liquid containing between 34% and 47% $FeCl_3$	No Variance
REQUIREMENTS	
A. Description:	
The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine and iron ore. Use of by products generated from the production of other materials (such as titanium dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.	No Variance
The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to met the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.	No Variance
B. Physical:	
The Ferric Chloride provided shall be red-brown clear, such that the reading of rotameter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid provided shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.	No Variance
C. Chemical Composition	
The Ferric Chloride, as delivered, shall not be in a solution of not less than 34% but not more than 47% $FeCl_3$ by weight. The total iron as ferrous shall not exceed 0.5%. The free acid as hydrochloric shall not exceed 0.5%.	No Variance

SPECIFICATION NO. 2

ANALYSIS & SAMPLING

A. Analysis

The bidder shall submit with their bid a certified chemical analysis performed on a representative sample of the $FeCl_3$ that the bidder proposes to furnish. If the bidder proposes to furnish $FeCl_3$ produced by more than one manufacturer, the bidder must submit an analysis for each manufacturer. For each analysis submitted, the bidder shall identify the manufacturer and plant location, and list the source for raw materials used to produce the $FeCl_3$ including the supplier name and location. All analyses shall be performed per the section titled "Testing Methods" of the American Water Works Association (AWWA) Standards for Ferric Chloride.

No Variance

The following information shall be provided to the Owner from one load of Ferric Chloride delivered each quarter. Data is to be reported to the Owner within one (1) month after the load is delivered by the successful bidder. Throughout the life of this contract, the Owner reserves the right to order this information on an as needed basis.

No Variance

- Production lot number
- Delivery Date
- All Impurities listed in Specification No. 1D
- Source of water used to prepare the Ferric Chloride
- Source of water used to perform any subsequent dilution's of the Ferric Chloride prior to delivery to the Owner
- Cadmium, mg Cd/L
- Chromium, mg Cr/L
- Mercury, mg Hg/L
- Molybdenum, mg Mo/L
- Perchlorate concentration in the water used to prepare lots specified.
  The detection limit for Perchlorate analysis shall be adequate to determine the compliance with the specifications.

B. Sampling

Sampling a shipment of $FeCl_3$ for analysis in case of possible chemical or physical anomalies, shall be conducted to comply with the section entitled "Testing Methods" of the AWWA Standards on a random basis.

No Variance

C. Delivered Sample

A sample may be required from the successful bidder. Upon receipt of a written request, within five (5) calendar days, the bidder shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Sample Bid No. 615-06 – Ferric Chloride" and identify the manufacturer and manufacturer's plant location.

No Variance

Location for shipping the samples is as follows:

Clark County Water Reclamation District
Attn: Gail Karafa, Bid Sample for Bid No. 615-06
6000 E. Rochelle Avenue
Las Vegas, NV 89122

Thereafter, throughout the life of the contract, the Owner has the right to request samples.

SPECIFICATION NO. 3 D. Contamination The delivery truck must on be used to transport Ferric Chloride or be washed out prior to loading Ferric Chloride. The tank truck container shall be carefully inspected by the successful bidder to ensure freedom from contaminant material prior to loading of the Ferric Chloride supplied under these specifications. Impurities shall not exceed the levels set forth in the following table:	No variance No variance

IMPURITY	IMPURITY LEVEL mg/L or ppm
Arsenic	80
Cadmium	30
Chromium	80
Lead	80
Mercury	3
Molybdenum	20
Perchlorate	less than 20 ppb
Selenium	20
Silver	80

SPECIFICATION NO. 4 REJECTION OF MATERIAL The Owner reserves the right to test samples collected during delivery to ensure that the Ferric Chloride meets the specifications herein. If, in the opinion of the Owner, there is a necessity to remove Ferric Chloride, it shall be the successful bidder's responsibility to remove and replace all Ferric Chloride contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the Owner shall remove the Ferric Chloride and the cost of removal and disposal shall be billed to the successful bidder. No charges will be made for delivered material that is rejected for non-conformance to specifications.	No variance

SPECIFICATION NO. 5

DELIVERIES

Tank truck deliveries of Ferric Chloride shall be made to the Clark County Water Reclamation District, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. All such deliveries shall be made in twenty (20) ton lots. The successful bidder will be notified by an authorized District representative either by telephone or via facsimile five (5) calendar days prior to delivery and/or on a pre-determined scheduled. An example of a pre-determined delivery : One truck/tanker every three days including weekends.

No variance

Delivery times are between the hours of 6:00 am – 4:00 pm, Monday through Friday, and weekends by exception. The Owner shall be given three (3) calendar days notice of required delivery date and the delivery must be made no later than one (1) calendar day after the required delivery date. Note: In case of an emergency, the successful bidder may be asked for a quicker response time on delivery.

The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs containers for deliveries to the Clark County Water Reclamation District. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.

Certificate of Analysis: It is the successful bidders responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the Owner. The certificate shall be signed by an employee of the vendor and specify the following information to the Owner:

- Production lot number
- Percent by weight – total iron
- Percent by weight – ferric iron
- Percent by weight – ferrous iron
- Percent free hydrochloric acid
- Liquid specific gravity
- Date of analysis
- Date of manufacture

No deliveries will be accepted by the Owner unless accompanied by a Material Compliance Certificate of Analysis for the specific batch or lot of chemical delivered and the specifications listed above are met.

Sampling and testing shall be conducted in accordance with the AWWA:ANSI and ASTM specifications.

Charges for the certificate of analysis shall be included in the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.

Failure to provide reliable, analytical data constitutes breach of contract.

Raw Materials include:

Chlorine + HCl – US Magnesium
438 N. 2200 West
Salt Lake City, UT 84116-2921

Iron Ore – Minelco, Inc
2020 Scripps Center
Cincinnati, OH 45202

Scrap Iron – USS Posco
900 Loveridge Rd
Pittsburg, CA 94565

Manufacturing facility = Kemmag
c/o US Magnesium

EXHIBIT "B"

TERMS AND CONDITIONS

1. 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

Invoices received without a valid purchase order will be returned unpaid. Upon acceptance of the goods or services by the Owner 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.

2. Purchase Order Annual Requirements Contract

a) The Owner will issue a Purchase Order subsequent to award of a Contract, and will issue Purchase Order Releases as actual requirements arise. These purchase orders are further defined below.

b) 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 in the future, but which sets forth at the time of its issuance a maximum monetary limit on the amount of goods that may be ordered by the Owner from the Successful Bidder. Issuance of a Blanket Purchase Order does not obligate the Owner 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 Owner against a Blanket Purchase Order, which orders a specific quantity of goods, and commits the Owner 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.

3. Delivery Location

Goods are to be delivered F.O.B. Destination, Las Vegas to:

City of Las Vegas Water Pollution Control Facility
6005 East Vegas Valley Drive
Las Vegas, Nevada 89142

4. Notice of Delay [CAO-7/24/08]

a) Should the timely performance of this Contract be jeopardized by the non-availability of Owner provided personnel, data, or equipment, the Supplier immediately shall notify the Owner in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the Owner will advise the Supplier in writing of the action which will be taken to remedy the situation.

b) The Supplier shall advise the Owner in writing of an impending failure to meet established milestones or delivery dates based on the Supplier's failure to perform. Notice shall be provided as soon as the Supplier is aware of the situation; however, such notice shall not relieve the Supplier from any existing obligations regarding performance or delivery.

5. Security Requirements

a) The Company shall comply with all security requirements governing access to, and operations at the WPCF, including any new requirements that may be imposed during the term of the Contract. The City shall provide reasonable notification to the Company of any changes and shall work with the Company to minimize any disruption to services if security requirements change.

b) The Company shall provide a completed Security Measure form as provided in Exhibit "C" with each delivery.

6. Indemnification [CAO-7/24/08]

a) In addition to the insurance requirements set forth in Paragraph 3.8 "Insurance", the Supplier shall protect, indemnify and hold harmless the Owner, its officers, employees, agents, and consultants (collectively herein the "Owner") 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 Owner, 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 Owner.

b) If a third party claim against the Owner for negligent performance by the Supplier is within the limits of its liability insurance and the insurance Supplier has accepted the Owner's tender of defense, then the Owner 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 Owner, 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 Owner.

c) It is expressly agreed that the Supplier shall defend the Owner, against the Liabilities and in the event that the Supplier fails to do so, the Owner 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.

7. Audit of Records [CAO-8/5/08]

a) The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the Owner to be retained by the Owner for the period of time required herein.

b) The Owner, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Supplier pertaining to the performance of this Contract during normal business hours. The Owner will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the Owner, or to the address, designated by the Owner, within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the Owner for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the Owner are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the Owner, and to reimburse the Owner for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The Owner shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the Owner or the Owner's designated representative(s) finds the dollar liability is less than payments made by the Owner to the Supplier, the Supplier agrees that the difference shall be either: (a) repaid immediately by the Supplier to the Owner or (b) at the Owner's option, credited against any future billings due the Supplier.

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PRICING SCHEDULE

Item No.	Description	Unit of Measure	Unit Cost
1.	Dry Ferric Chloride Solution , 30-37% (Edgemoor – PIX-116)	Pound	$ 0.2895
2.	Dry Ferric Chloride Solution, 37-42% (Mojave – PIX-311)	Pound	$ 0.3140

Contract Amount: $2,500,000.00

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EXHIBIT "C"

SECURITY MEASURE FORM

WATER POLLUTION CONTROL FACITLITY
CITY OF LAS VEGAS ENVIRONMENTAL DIVISION

Delivery Site: Plant #1 – Main Facility
6005 East Vegas Valley Drive
Las Vegas, Nevada 89142

Order Date:	
Product:	
Truck Line:	
Delivery Date:	
Delivery Time:	
Driver's Name:	
Driver's License Number:	
Trailer License Plate Number:	
Seal Number:	
Bill of Lading Number:	