BOARD OF COUNTY COMMISSIONERS

DATE: December 6, 2011
AGENDA ITEM NO. //

Consent Agenda ☑ **Regular Agenda** ☐ **Public Hearing** ☐

County Administrator's Signature:

Subject:

Purchase Authorization-Water Treatment Chemicals – Polymers
Contract No.: 112-0031-PB(RM)

Department:

Department Environment and Infrastructure - Water Sewer Division / Purchasing

Staff Member Responsible:

Bob Powell / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD), AUTHORIZE THE PURCHASE OF WATER TREATMENT CHEMICALS - POLYMERS FROM BASF CORPORATION (BASF), FLORHAM PARK, NEW JERSEY. PER PRICING, TERMS, AND CONDITIONS OF THE CITY OF LAS VEGAS (LAS VEGAS), NEVADA, CONTRACT 0900027-TM SPONSORED BY THE NATIONAL INTERGOVERMENTAL PURCHASING ALLIANCE (NATIONAL IPA).

Summary Explanation/Background:

Polymer is currently utilized for the thickening, dewatering, and flocculation operations of residuals generated at South Cross Bayou (South Cross), William E. Dunn (W. E. Dunn) Water Reclamation Facilities and Fat/Oil/Grease (FOG) Facility to condition and thicken waste activated sludge. South Cross is in the midst of major sludge processes re-design. Once the Rotary Drum Thickener (RTD) project, is completed, the re-design will entirely change the characteristics and nature of how the sludge will be processed and provide an opportunity to determine the most practical process method and polymer application. It is anticipated that the project will be completed sometime in the summer or early fall of 2012.

Staff is recommending that the County utilize the Las Vegas Water Treatment Chemicals – Polymers contract sponsored by the National IPA purchasing cooperative. The utilization of this contract will enable the Water and Sewer Division to maintain product continuity based on current operations. Based on discounts for volume usage greater than 250,000 lb/year, the County will receive a twenty percent (20%) discount off the contract pricing for all BASF polymer products.

The Las Vegas contract has provision for a bi-annual price adjustment six months after the award date of the contract and every six months thereafter. This adjustment is applicable to raw material costs only; increases to other factors such as labor and direct/indirect overhead is not allowable Any product cost increase shall be limited to the increase specified in the Bureau of Labor Statistics Producer Price Index-Non-seasonally Adjusted (PPI-NSA) for Chemicals and Allied Products.

The Las Vegas contract term expires July 15, 2012. There are two (2) one (1) year term extensions available. The County Administrator may authorize term extensions for this purchase authorization based on Las Vegas extension, department recommendation and available funds.

Fiscal Impact/Cost/Revenue Summary:

ESTIMATED SEVEN (7) MONTH EXPENDITURE:	$421,000.00
ESTIMATED ANNUAL EXPENDITURE:	$722,000.00

Exhibits/Attachments Attached:

1. Contract Review
2. Contract No. 090257-TM City of Las Vegas and CIBA Corporation – (now BASF)
3. Master Intergovernmental Cooperative Purchasing Agreement

Pinellas County PURCHASING

CATS NO.: 38090

PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL

PROJECT: Purchase Authorization – Water Treatment Chemicals - Polymers

BID NUMBER: 112-0031-PB **REQ. NUMBER:**

TYPE: ☐ **Purchase Contract** ☐ **Other:** ☐ **Construction-Less than $100,000** ☐ **One Time**

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: **PRODUCT ONLY** ☐
This is an annual contract. Estimated Expenditure:

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director R McKenzie, PA	9/29/11			
2.	E and I Jim Dulaney – Mgr SC Jim Fletcher – Mgr W E Dunn Kevin Becotte, Plant Mgr Bob Powell, Dir W & S Div Larry Arrington, Interim Exec, Director	9/30/11 10/7 10/7 10/11	KB RMP LA		

Using Dept please provide below information:
☐Yes, funding for this requisition is using grant Funding. ☐No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Virginia E. Holscher *(Check applicable box at right)*	10/25/11	Virginia Holscher	See Attached Insurance Requirements - Legal to look at Indemnity change City to County	HIGH RISK ☐ NOT HIGH RISK ☐ Need to FL
4.	BCC Finance Attn: Cassandra Williams	10/31/11	CBWilliams	Attached A/P Contract language.	
5.	Asst. County Administrator				
6.	Asst. County Administrator Attn: M. Woodard				
7.	Legal Attn: Michelle Wallace				

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to:		at Extension
In order to meet the following schedule, please return your requirements to Purchasing by:		

Not signing any agreement
- full contract review not requir

Insurance Requirements

The Company shall obtain and maintain, and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) days calendar days after Company's receipt of notice of award, the Company shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3 for Additional Insured shall be attached to the certificate(s).

All insurance coverages of the Company shall be primary and non-contributory of the insurance or self insurance programs carried by the County. Receipt of the certificate of insurance by the County of any Certificate of Insurance does not constitute approval of agreement by the Count y that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. No product shall be delivered unless and until the required Certificate(s) of Insurance are received and approved by the County.

All liability insurance policies, other than worker's compensation and employer's liability policies obtained by the Company to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the County, certified true copies of the renewal policies, shall be furnished by the Company to the County within thirty (30) days prior to the expiration date.

Should the Company, at any time, not maintain the insurance coverage's required herein, the County may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the Company for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	$ 500,000
Per Employee Disease	$ 500,000
Policy Limit Disease	$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation, Property Damage and Personal Injury. There shall be no Explosion, Collapse or Underground (x,c,u) exclusion. Company shall maintain Products/Completed Operations coverage for two years beyond project completion.

Limits

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal Injury and Adv Injury	$1,000,000
Each Occurrence	$1,000,000

(C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Company can show that his coverage exists under the Commercial General Liability policy.

Limit

Per Accident	$1,000,000

(D) Excess or Umbrella Liability as an excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence	$1,000,000
Aggregate	$1,000,000

(E) Pollution Legal Liability with at least minimum limits as follows:

$1,000,000 each occurrence/ $2,000,000 aggregate; for pollution losses arising from all services performed to comply with this contract, including Product Liability Coverage. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. Coverage should include:

(1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

(2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

(3) Cost of Cleanup/ Remediation.

For acceptance of Pollution Liability forms included within a Commercial General Liability policy, a statement notifying the certificate holder must be included on the certificate of insurance issued by the Insurance Broker; and the total amount of Commercial General Liability coverage per occurrence must be greater than or equal to the amount of Commercial General Liability and Pollution Legal Liability as listed separately.

Each insurance policy shall include the following conditions by endorsement to the policy:

(1) Company shall also notify County within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Company from its insurer by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Company of this requirement to provide notice.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Company.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) **Pinellas County shall be endorsed** to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.

(5) All policies shall be written on a primary, non-contributory basis

(6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.

(7) Company hereby waives subrogation rights for loss or damage against the County.

Company shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Company.

CONTRACT NO. 090257-TM
ANNUAL REQUIREMENTS CONTRACT
WATER TREATMENT CHEMICALS

THIS CONTRACT is being entered into this 15th day of July, 2009, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and CIBA CORPORATION, (hereinafter the "Company") having its principal office located at 2371 Wilroy Road, Suffolk, VA 23434.

SECTION A – Contract Form

The subject matter of this Contract is the Annual Requirements Contract for Water Treatment Chemicals issued as a result of Request for Proposal No. 090060-TM.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of the requirements under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any products, services, report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for products and services.

(i) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is a firm, fixed, price, Non-Exclusive Contract.

B-3 Annual Requirements Contract – Ordering

a) The following definitions will apply to this Contract:

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 Company. 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 Contract 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 this Contract, and will issue Purchase Order Releases as actual requirements arise.

B-4 Delivery Time

The maximum time the Company will have to deliver the chemicals after receipt of an order will be determined by the City and noted on the order. The Company is excused for performance on the following legal holidays unless the City notifies the Company in advance that product is required to maintain operations:

Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

B-5 Invoices

(a) The Company shall submit an invoice to the City within 30 days for the chemicals delivered. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

B-6 Performance Period

(a) The performance period commences from Date of Award for one (1) calendar year with four (4) one (1) year renewal periods at the City's sole option.

B-7 Contract Extension

The City reserves the right to exercise an option to temporarily extend this Contract up to one hundred eighty (180) calendar days from the expiration date for any reason.

SECTION C – Statement of Work

C-1 Scope of Work

The Company shall meet the requirements stated in the City of Las Vegas Request for Proposal No. 090060-TM. Refer to Attachment 1 – City of Las Vegas Technical Specifications and Exhibit A Scope of Work.

C-2 Pricing

The Company shall meet the requirements stated in the City of Las Vegas Request for Proposal No. 090060-TM. Refer to Attachment 2 and Attachment 3 - Chemical Pricing Sheets.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or

(ii) transmitted by facsimile with confirmation of transmission, or

(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Ciba Corporation
Gary Barber, Business Director
2371 Wilroy Road
Suffolk, VA 23434
Fax: (336) 801-5930

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

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract. Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Dan Fischer as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company must designate a Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Intellectual Property Rights [CAO-7/24/08

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City is exclusively the property of the City.

D-4 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-5 Order of Precedence [CAO-7/24/08

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

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

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

E-3 Termination for Convenience [CAO-7/24/08

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the

City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

E-5 Insurance [CAO-1/12/09]

(a) The Company 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 Company and the City 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 to the City on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company 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.

If the Company is a sole proprietor, paragraph 6-5 (a) (i), above, does not apply. The company will execute the affidavit at Exhibit A in lieu of providing said insurance.

(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 Comprehensive 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 Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect within three days after the Award Date of this Contract, or before work commences, whichever is earliest. All policy certificates and endorsements are required to be issued by 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 Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the City with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

(c) The City, its officers and employees shall be named as additional insured and such notation shall appear on the certificate of insurance furnished by the Company'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 City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph 6-4, 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 Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in 6-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

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

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless 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 Company, 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 Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company 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 Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, 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 Company shall defend the City, against the Liabilities and in the event that the Company 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 Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company 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 Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, 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 Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City 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 City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-7/24/08]

The City 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 City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Goods [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

(i) Description of Goods to be provided.

(ii) Time of delivery.

(iii) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the City shall make an equitable adjustment in the Agreement price, the delivery schedule, or both, and shall modify the Agreement.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Agreement.

(d) If the Company proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Agreement as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City is exclusively the property of the City.

E-23 Patent Indemnity

The Company hereby indemnifies and shall defend and hold harmless City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the contract. The Company shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by City or its representative; provided that City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by City or its representatives

E-24 Minority, Women, or Disabled Veteran Business Enterprises

Minority, Woman-owned and Disabled Veteran Business Enterprises will be afforded full opportunity to submit in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award. Any questions regarding the City's program should be directed to (702) 229-6231.

E-25 Official, Agent and Employees of the City Not Personally Liable

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with the Request for Proposal and/or the finalized Contract.

E-26 Employment of Unauthorized Aliens

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

E-27 Counterpart Signatures [CAO-9/24/08]

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.

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SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

	Identifier	Title
1)	Exhibit A	Scope of Work
2)	Attachment 1	CLV Technical Specifications
3)	Attachment 2	CLV Chemical Pricing Sheet
4)	Attachment 3	National IPA Chemical Pricing Sheets

The National Intergovernmental Purchasing Alliance Administrative Agreement is incorporated herein by reference as though fully set forth herein. www.nationalipa.org

National Intergovernmental Purchasing Alliance Company
National IPA
Attn: Todd Abner, CEO
1600 Westgate Circle
Suite 275
Brentwood, TN 37027
Phone: (615) 786-1121

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

CITY OF LAS VEGAS

7/15/09

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-25-09
Date

CIBA CORPORATION

Gary Barber, Business Director

"Company"

ATTACHMENT 1 - CITY OF LAS VEGAS TECHNICAL SPECFICATIONS

Technical Specifications
For Dry Anionic Polymer

1. GENERAL

A. The Company shall ensure all loads of Dry Anionic Polymer meet the all requirements of this Contract and these specifications.

B. The Company shall offer unit cost in dollars per pound of Dry Anionic Polymer. The Company's Purchase Order will have a line for each bag being offered.

C. The Company must include the following information for the Dry Anionic Polymer with the offer package:

(i) whether the product is a dry anionic polyacrylamide copolymer composed of acrylamide and sodium acrylate.
(ii) information on the concentrations of insoluble matter, impurities, or inert substances.
(iii) the typical molecular weight (or intrinsic viscosity) and possible range
(iv) the typical percent charge, and possible range, in %.
(v) the typical monomer content, and possible range, in %.
(vi) dimensions/capacity of the bags in which the Dry Anionic Polymer will be shipped, including gross and net weight, in pounds, and height/width of the bags, in inches.

D. The City will test the Company's Dry Anionic Polymer against the current Dry Anionic Polymer (Degussa 2640) at three different doses (0.2, 0.25 and 0.3 mg/L) using the WPCF's testing procedure. The Company's Dry Anionic Polymer must perform within 5% or better based on phosphorus removal to the Degussa 2640. A sample shall be submitted to the Laboratory Superintendent at the City's Environmental Division Laboratory, Water Pollution Control Facility (WPCF), 6005 E. Vegas Valley Drive, Las Vegas, NV 89142. The sample submitted must identify the offeror's name, product name and number, and a MSDS shall accompany the sample. The requested sample must be submitted within five (5) business days of notification by the City.

E. The Company shall bill by bag of Dry Anionic Polymer delivered.

2. COMPLIANCE WITH STANDARDS

A. The Dry Anionic Polymer shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B453, Polyacrylamide except as modified or supplemented herein. Non-conformance with ANSI/AWWA B453 shall constitute sufficient grounds for immediate termination of the Dry Anionic Polymer Contract for breach.

B. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.

3. CHEMICAL COMPOSITION/IMPURITIES

A. The Dry Anionic Polymer shall:

(i) be a dry anionic polyacrylamide copolymer composed of acrylamide and sodium acrylate.
(ii) not contain appreciable concentrations of insoluble matter, impurities, or inert substances.
(iii) have a medium to high molecular weight.
(iv) have a medium to high percent charge.

B. During the life of the Contract, the Company shall notify the City of any changes in the manufacturing of the Dry Anionic Polymer that may impact quality. Of particular concern are manufacturing processes or materials impacting the concentration of impurities.

C The Dry Anionic Polymer shall not contain any foreign matter or impurity that may damage or interfere with the City's equipment, facility, or treatment processes. This includes foreign matter or impurities that

are a result of shipment or transfer into the City's tanks. The City shall deduct the amount for any damages or costs incurred.

D. The Dry Anionic Polymer shall not contain any impurity in sufficient quantities that causes or may cause the City to violate any existing permit limit or water quality standard, or any limit or standard that may be implemented during the term of this Contract.

Should any permit limit or water quality standard exceedance be determined to be directly attributable to the Dry Anionic Polymer supplied, the Company shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.

E. The City reserves the right to add specific impurity listings and maximum impurity levels as may be required to meet all permit limits and water quality standards.

4. DELIVERY DOCUMENTS

A. The Company shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:

(i) date of delivery,
(ii) bill of Lading/Weigh Slip Number
(iii) number of bags/pieces shipped.
(iv) net weight of Dry Anionic Polymer in the delivery vehicle in pounds.

B. The Company shall submit a Certificate of Analysis or Conformance to the City for, and with each delivery. The Company shall present the Certificate to the WPCF Operations personnel receiving the shipment. The Certificate shall contain the following lot-specific information:

(i) production Lot Number
(ii) technical data

C. Failure to supply the required Certificates, or failure to meet any specification described herein, shall be sufficient cause to reject the load.

D. The Company shall include any charges for the Certificates in the offer price.

5. DELIVERY LOGISTICS

A. The Company is responsible to deliver the Dry Anionic Polymer to the City in super sacks (1,300 to 2,000 lbs.) with four (4) loop-type lifting straps and bottom discharge spout, on pallets. Company may also provide a smaller bag/sack that may be offered at a time of product shortages with the City's approval. Alternate packaging size shall be identified on the Offer Submittal form. The price per pound is to be the same as the primary packaging. Each bag shall be clearly labeled with name of manufacturer, name of Company, net weight, product ID, and lot number.

B. The Company shall ensure all shipments comply with all US DOT regulations for marking.

C. The Company shall comply with reasonable requests for emergency deliveries.

D. The driver shall follow all City security procedures and requirements for personal protective equipment. The City shall inform the Company of these procedures and requirements initially, and shall communicate any changes throughout the term of the Contract. One such requirement is the driver shall wear safety glasses and appropriate footwear while on site.

E. Before unloading, the driver shall notify WPCF Operations personnel that a delivery has arrived on site. The driver shall present the Bill of Lading, Weigh Slips, the Certificate, and any other applicable order/delivery documents to the Operations representative. The City reserves the right to reject the delivery based on inadequate or non-conforming information in these documents. All other

documentation prescribed by DOT, ICC, other regulatory bodies and statues must be provided when the Dry Anionic Polymer is delivered.

F. The City reserves the right to subject samples of the Dry Anionic Polymer to analysis to determine if the Dry Anionic Polymer meets the City's specifications. The Company shall facilitate the sampling process, when asked. Failing to comply with the City's specifications shall constitute grounds for rejection of that load. If in the opinion of the City, there is a necessity to remove non-conforming Dry Anionic Polymer, the Company shall remove, dispose, and replace any and all non-conforming Dry Anionic Polymer within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the Dry Anionic Polymer and the cost for removal and disposal shall be deducted from the Company's Invoice. The Company may not charge for delivered material the City rejects.

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

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Technical Specifications
Liquid Cationic Polymer

1. GENERAL

The City's Water Pollution Control Facility (WPCF), dewaters anaerobic digested sludge on Model DS-767 Alfa Laval Sharples centrifuges. The City produced 17,500 dry tons of sludge during 2008.

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

a) Cake solids of 25%
b) Solids capture of 90%

Sludge feed rates will be 275 GPM. Digested sludge typically varies between 2.0-2.5 % solids.

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

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

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

2. PRODUCT TESTING

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

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

3. CITY'S EQUIPMENT

The WPCF storage/feed system consists of a 3500 gallon bulk storage tank, a 35 gallon neat polymer volumetric tank and a 4000 gallon day tank. The system operates automatically and is demand activated by high/low level sensors. In addition, the system automatically prepares a preset polymer concentration of a gallons-of-polymer to gallons-of-water ratio.

The feed tank is equipped with an overhead and in-line polymer/water static mixer on the inlet side of the tank. This allows for adequate mixing and aging of the polymer. Polymer is fed to the centrifuge using a variable speed, 0-7 GPM positive displacement pump.

Polymer GPM feed, polymer concentration, sludge feed GPM, feed solids and all other operational parameters are controlled and recorded on the City's computer in the control room.

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ATTACHMENT 2 – CITY OF LAS VEGAS CHEMICAL PRICE SHEET

Item No.	Description	Est. Qty.	Unit of Measure	Unit Cost	Delivery/Freight Charge
1.	Liquid Ferric Chloride per Technical Specifications Manufacturer's Name: Product Number:	5,500,000	Dry Pounds	$ N/A	$
2.	Liquid Sodium Hypochlorite Manufacturer's Name: Product Number:	1,800,000	Gallons	$ N/A	$
3.	Liquid Aluminum Sulfate Manufacturer's Name: Product Number:	5,000,000	Dry Pounds	$ N/A	$
4.	Soda Ash (Sodium Carbonate, Dry) Manufacturer's Name: Product Number:	4,000,000	Pounds	$ N/A	$
5.	Liquid Sodium Bisulfate Manufacturer's Name: Product Number:	1,500,000	Pounds	$ N/A	$
6.	Liquid Sodium Hydroxide Manufacturer's Name: Product Number:	50,000	Dry Pounds	$ N/A	$
7.	Dry Anionic Polymer Manufacturer's Name: Ciba Corporation Product Number: Magnafloc 919	30,000	Dry Pounds	$ 1.25	$ 0.00
8.	Liquid Polymer Manufacturer's Name: Ciba Corporation Product Number: ZETAG 8814	400,000	Wet Pounds	$ 0.90	$ 0.00

08-17-'09 21:55 FROM-City Of LV - Purch. 702-384-9964 T-058 P0019/0026 F-751

ATTACHMENT 3 – NATIONAL IPA CHEMICAL PRICE SHEET

Chemical	Proposed Product Name	Proposed Product #	Price per Unit of Measure in lb						Delivery FOB, ex works from	
			Tote/Drum	Large Bag	Small Bag	Bulk Truck	Pound	Ton	City/State/Zipcode	City/State/Zipcode
Polymer dry anionic	MagnaFloc	919	NA	NA	$1.19	NA	NA	NA	Suffolk, VA, 23434	Houston,TX, 77020
Polymer dry cationic	Zetag	7563, 7567, 7569	NA	$1.71	$1.91	NA	NA	NA	Suffolk, VA, 23434	
	Zetag	7593, 7597	NA	$1.87	$2.07	NA			Suffolk, VA, 23434	
	Zetag	7593	NA	$1.99	$2.19	NA			Suffolk, VA, 23434	
	Zetag	8140	NA	$1.69	$1.89	NA			Suffolk, VA, 23434	Houston,TX, 77020
	Zetag	8160, 8165	NA	$1.83	$2.03	NA			Suffolk, VA, 23434	Houston,TX, 77020
	Zetag	8180, 8185	NA	$1.90	$2.10	NA			Suffolk, VA, 23434	Houston,TX, 77020
Polymer liquid anionic	MagnaFloc	E38, E40, E40S	$1.09			$1.02			Suffolk, VA, 23434	
Polymer liquid cationic	Zetag	8812	$0.95			$0.89			Suffolk, VA, 23434	
	Zetag	8814	$0.81			$0.74			Suffolk, VA, 23434	
	Zetag	8816	$1.05			$0.98			Suffolk, VA, 23434	
	Zetag	8818	$1.10			$1.03			Suffolk, VA, 23434	
	Zetag	8819	$1.15			$1.08			Suffolk, VA, 23434	
	Zetag	8846FS	$1.05			$0.98			Suffolk, VA, 23434	
	Zetag	8848FS	$1.10			$1.03			Suffolk, VA, 23434	
	Zetag	8849FS	$1.15			$1.08			Suffolk, VA, 23434	
	Zetag	8857FSB	$1.09			$1.01			Suffolk, VA, 23434	
Polymer liquid non-ionic	MagnaFloc	E30	$1.09			$1.02			Suffolk, VA, 23434	
Polydadmac - 20%	MagnaFloc LT	7985, 7996, 7992	$0.46			$0.33			W. Memphis, AR, 72301	

Note

1. All the above prices are in US $ per pound of the product
2. Large bags pack size can be 1100 lbs minimum to 2000 lbs maximum
3. Small bags pack size is 55 lbs per bag, 36 bags a pallet.
4. Tote pack size is 2200 lbs per tote.
5. Drums pack size is 440 lbs per drum with 4 drums per pallet
6. Less than pallet order will be subject to a surcharge of $1.00/lb.

ADD ZETAG 8868FS PRODUCT

EXHIBIT A SCOPE OF WORK

1. OVERVIEW

The City of Las Vegas, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance to hereby invite qualified firms or individuals (Company) to submit written proposals for a national annual requirements Contract for water treatment chemicals. The intent is to have a master agreement that Government Agencies across the country will utilize to procure their water treatment chemicals, for both waste and drinking water treatment, in lieu of soliciting on an individual basis.

2. GENERAL REQUIREMENTS

These requirements are a broad base scope for the City of Las Vegas as well as agencies utilizing the Contract outside of the City of Las Vegas. Company's will be required to adhere to all applicable Terms and Conditions required by statutes, as well all rules and regulations governing the purchase, delivery and use of this commodity by utilizing agencies.

The Company should detail in their response their ability to service the 48 contiguous United States nationally. The Company should indicate where their geographical strength and weaknesses are in all regions of the country. The Company warrants that chemicals provided as a result of this RFP:

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

If at any time, any chemical supplied by the Company fails to conform to the specifications of the utilizing agency, then the Company shall at no additional cost to the participating agency, promptly replace with item that meets specifications.

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

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

The participating agencies reserve the right to have chemical shipments tested by an independent laboratory. Failure of a shipment to comply with the agency specification will be sufficient reason for rejection of the shipment. Should a shipment be rejected, the Company shall remove all non-conforming chemicals at its sole cost. Upon notice of rejection of a shipment, the Company shall furnish another shipment immediately, which shall comply in all respects with the prescribed analysis. In the event the Company is unable to promptly furnish the chemical of the acceptable quality; the agency will obtain the chemical elsewhere. Any reasonable additional cost incurred by the agency will be charged to the Company either as a credit against an outstanding invoice or billed to the Company for immediate payment.

3. DELIVERY

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

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

The Company guarantees the delivery of chemicals within the prescribed delivery schedule of each participating agency. Failure to deliver at time specified, or as amended in writing by the participating agency or failure to make replacements of rejected chemicals shall constitute a breach of Contract. In the event of a breach, the participating agency will notify City of Las Vegas/National IPA of the breach for appropriate action to gain resolution.

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

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

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

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

Agencies have the right to refuse delivery if chemical packaging is damage, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

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

4. MSDS REPORTS

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

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

5. GENERAL CHEMICAL DESCRIPTIONS

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

Most agencies have developed a Qualified Products List (QPL) for Polymer and Poly Aluminum Chloride, if the types of Polymer and Poly Aluminum Chloride are not listed on the QPL and have not been tested and approved, the selected Company must submit samples to the utilizing agency for testing and evaluation prior to agencies acceptance of this agreement

5.1 Aluminum Sulfate

Liquid Aluminum Sulfate shall contain water-soluble aluminum of not less than 4.23 percent as Al or 8.0 percent as Al_2O_3. In Liquid Aluminum Sulfate, the water-insoluble matter shall not exceed 0.2.

5.2 Ammonia, Anhydrous

The product furnished shall be chemically pure anhydrous, 99.98% free ammonia, free from impurities, which might cause hazards or stoppage of the operation of standard ammonia feed equipment.

5.3 Ammonium Hydroxide

Chemical strength shall be at a minimum 20%

5.4 Caustic Soda/Sodium Hydroxide (25%)

This liquid is to contain a minimum of 25% anhydrous sodium hydroxide, NaOH, and shall not contain any other substances capable of producing deleterious or injurious effects upon the health of those consuming the waters to which the caustic soda has been added or causing the water so treated to fail to meet the requirements of USEPA Primary Drinking Water Standards

5.5 Caustic Soda/Sodium Hydroxide (50%)

This liquid is to contain a minimum of 50% anhydrous sodium hydroxide, NaOH, and shall meet requirements of the USEPA Primary Drinking Water Standards.

5.6 Chlorine

The product furnished shall be chemically pure anhydrous, 99.5% by volume free chlorine, free from impurities, which cause hazards, or stoppage in the operation of standard chlorinating equipment. The Company at a minimum shall adhere to the recommendations in the current edition of the Chlorine Institute's Pamphlet 17 Packaging and Shipping Plant Safety and Operational guides for receiving, inspecting, testing and reconditioning chlorine cylinders, ton containers, valves and fusible plugs.

5.7 Copper Sulfate

Copper Sulfate shall be standard commercial fine crystal grade of copper sulfate pentahydrate containing at least 99% of CuSo4.5H20. The percentage of elemental copper shall not be less than 25% and insoluble matter shall not exceed 0.5%. Certification or quality assurance of mesh size must be provided.

5.8 Ferric Chloride

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

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

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

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

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

5.9 Ferric Sulfate

Ferric sulfate solution is a reddish brown liquid that is manufactured from a high purity, mined magnetic iron ore, virgin sulfuric acid, water, and liquid oxygen. The solution must comply with the AWWA standard for ferric sulfate (B406) and is NSF/ANSI Standard 60 certified for use in potable water and municipal and industrial wastewater. The following types should be provided:

a. Ferric Sulfate 10% Fe

Appearance	Dark Liquid
Fe (III)	10.25 ± 0.25%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.44 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

b. Ferric Sulfate 12% Fe

Appearance	Dark Liquid
Fe (III)	12.2 -13.0%
Fe (II)	< 0.1%
Specific Gravity (25°C)	1.55 typical
pH	< 2
Free Acid	< 0.25%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

C. Ferric Sulfate 13% Fe

Appearance	Dark Liquid
Fe (III)	13.0 ± 1%
Fe (II)	< 0.15%
Specific Gravity (25°C)	1.6 typical
pH	< 2
Free Acid	< 0.5%
Freezing Point	< 0° F
Water-Insoluble Matter	< 0.1%

5.10 Sodium Fluoride

It is a white odorless material available either as a powder or in the form of crystals of various sizes.

5.11 Fluorosilicic Acid

Fluorosilicic Acid is a 20 to 35 percent aqueous solution. It is a colorless to straw yellow, transparent, fuming, corrosive liquid. It has a pungent odor and irritating action on the skin.

5.12 Hydorfluosilicic Acid

The product furnished shall not be less than 23% solution Hydorfluosilicic acid H_2SiF_6.

5.13 Lime Foundry Quick Grade
The quick lime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Material shall contain a minimum of 85% available calcium oxide. The insoluble matter shall not exceed 2% by weight. Material is to be crushed and screened so that none shall be retained on a 5/16" sieve. Not more than 2%, 15%, 80% by weight shall bass a No. 20, No. 14, No. 6 US standard sieve, respectfully.

5.14 Lime Hydrated
The hydrated lime shall be white in color, dry, and the best quality. Water soluble calcium oxide equivalent shall not be less than 68% CaO by weight. Insolubles shall not exceed 5% by weight. The lime shall contain no magnesium in excess of an amount equivalent to 1-1/2% of magnesium oxide MgO.

5.15 Pebble Quicklime
The quicklime shall consist essentially of calcium oxide with a lesser amount of magnesium oxide. Quick lime shall be supplied in pulverized for known as granular type. It shall be of best quality, highly reactive, freshly burned, substantially free of core, as dirt or unburned stone. The lime to be used for post lime treatment shall be high calcium granular suitable for conditioning wastewater treatment plant sludge and for pH and alkalinity control in the water treatment process. Material shall contain a minimum of 90% available calcium oxide, and shall be the quality known as "quick slaking", readily disintegrating into a suspension without objectionable amounts of un-dissolved or un-slaked materials. Insoluble matter shall not exceed 2% by weight. It shall not contain floating insoluble particles that are of a nature that cannot be captured and retained by the slaker grit removal system which operates on the basis of gravity separation. For each delivery, Company (s) shall provide a certification of analysis of the following: slaking test, objectionable insoluble matter test, gradation test, loss of ignition test and available calcium oxide test. The slaking rate shall be that a temperature of 40°C shall occur in 3 minutes or less and the reaction shall be complete within 6 minutes regardless of the calcium oxide content. Material is to be crushed and screened so that none shall be retained on a ¼" sieve screen and not more than 25% passing a No. 100 US standard mesh screen and shall contain no mineral or organic substances in quantities that will adversely affect the percent available calcium oxide when tested in accordance with AWWA Standard for Quicklime and Hydrated Lime. The method employed to test materials furnished under this Contract shall conform to AWWA Standard B202-93, or the latest revisions, unless otherwise noted by procuring agency.

5.16 Polyaluminum Chloride or Polyaluminum Hydroxychlorosulfate
Aluminum salts used in coagulation and sedimentation processes. The Polyaluminum chloride must be liquid in form and easily applied via metering pumps. It shall not contain particles of sand, grit, coke, clay or gelatinous material in sizes that will clog flow regulating valves and appurtenances or accumulate as sludge in the storage tanks. Company will be responsible for removing (at their expense) excessive PACL residual accumulations from the storage tanks at the water treatment plants.

The polyaluminum chloride (PACL) must be completely water soluble and not significantly depress the treated water pH. The pH of the liquid PACL solution must be greater than 2.3. Aluminum concentration (expressed as % of Al2O3) shall exceed 9%. Basicity shall exceed 70%. Sulfates (expressed as % SO4) shall be minimum of 1.7% Freezing temperature shall be less than -12°C. Unless Company supplies two approved PACL products:

a. for the winter season with a freezing temperature less than -12°C
b. for the rest of the Contract period with a freezing temperature less than 0°C

Polyaluminum chloride shall not emit any organic odors. Poly aluminum chloride must not contain any amounts of natural or synthetic polymers.

The Company must be capable of providing technical support, including on-site jar testing and training as specified by the plant operators. The Company's technical support person(s) shall be available for on-site technical support within 24 hours of notification. Such technical person(s) name, experience related to using PACL, as a primary coagulant in drinking water treatment plants. Home/office address and telephone numbers will need to be provided to each utilizing agency for their local area.

5.17 Polymers, Liquid and Dry
Some polymer properties desired in this product are:

a. High molecular weight
b. Chlorine resistant
c. Change density not pH sensitive

d. Supplied in liquid form
e. Reduces or eliminates the need for inorganic flocculent chemicals
f. Forms an easily dewatered sludge
g. Specific gravity equal or near to water (s.g.=1.00)
h. Water soluble
i. Approved by NSF for drinking water at application rate up to 62 ppm in the influent water
j. Ability to be fed full strength, or diluted in-line to the point of application
k. Evaluation of the polymer's ingredients under OSHA's Hazard Communication Rule 29 CFR 1910.1200 demonstrating none of the ingredients hazardous
l. Free from monomers
m. Non-TTHM forming upon being chlorinated, at concentrations encountered in normal water purification

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

5.18 Polyphosphate
For corrosion control and reduction of soluble lead in drinking water

5.19 Potassium Permanganate
Chemical must be free flowing grade with $KMnO_4$ content of 97% or higher with a bulk density of approximately 100 pounds per cubic foot. The bulk density shall be relatively dust free in handling. The specific gravity will be equal to 1.039 of a 6% solution by weight at 68°F/20°C. The chemical must be stable in storage for at least three years

5.20 Powder Activated Carbon
As prescribed in AWWA Standard B600-05.

5.21 Soda Ash
Product content must be 99% of soda ash

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

5.23 Sodium Hexametaphosphate
The material shall be supplied in granular form-approximately 95% finer than US sieve #4 and 95% larger than US sieve #12.

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

5.25 Sodium Permanganate
Similar to potassium permanganate, liquid in form $NaMnO_4$

5.26 Sulfur Dioxide
The product furnished shall be chemically pure 99.98% Sulfur Dioxide, free from adulterants or impurities. Oil and other residue content shall not exceed 60°F (15.5°C) **shall** not exceed 100 ppm. Acidity shall not exceed 20 ppm. Typical physical and chemical properties shall be:

a. Vapor Pressure at 60°F (15.5°C) (of gas) 40.3 psi
b. Specific Gravity (liquid) at 60°F (15.5°C) 1.39
c. Boiling point at 1 atm 14°F (-10°C)
d. Solubility in water at 60°F (15.5°C) & 1 atm 11.7% by wt.
e. Color shall be water white

5.27 Sulfuric Acid
Chemical strength shall be 93% and chemical shall be 66• Baum.

5.28 Zinc Orthophosphate
The product furnished shall conform to the following content:

a. Color-water white
b. Odor-none
c. Density-11.4
d. Chlorine demand-none
e. Zinc Concentration- 3% as Zn +/-0.5%
f. Phosphate concentration- 33% as PO_4 +/-0.5%
g. Phosphate to Zinc ration- 11 : 1

6. CHEMICAL ADDITION/DELETION

Chemicals may be added or deleted from the Company offering during the term of Contract with justification and documentation for the addition or subtraction of a chemical. Additionally Companys may be asked to provide/add new chemicals to the offering if there is significant change in procedures or needs by agencies utilizing the Master Agreement.

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CONTRACT MODIFICATION No. 1

WATER TREATMENT CHEMICALS - POLYMERS

THIS MODIFICATION No. 1 is being entered into this 1st day of September, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and BASF CORPORATION (hereinafter the "Contractor"), having its principal office at 2371 Wilroy Road, Suffold, VA 23434.

The Contract between the City and the Contractor dated July 15, 2009 is hereby modified to add the following item:

Magnafloc LT25 Anionic Dry Polymer

1. **Attachment No. 3 National IPA Price Sheet**

DELETE Attachment No. 3 in its entirety.

REPLACE WITH: Attachment No. 3 National IPA Price Sheet (revised per Modification #1)

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

9/1/10

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 8-31-10
Deputy City Attorney Date

BASF CORPORATION

CHARLES S. WRIGHT, Sales Team Leader
Municipal Water & Wastewater Solutions

"Contractor"

REVISED PER MODIFICATION #1 - ATTACHMENT 3

IPA							
Price Increase (PPI- Chemical and Allied products)							
Contract Date	15th July 2009						
Base PPI Data	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average	
	226.8	226.5	225.8	225.2	225.8	**226.0**	
Present PPI Data	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Average	
	239.9	243.6	245.6	249.4	246.8	**245.1**	
Material Cost Increase	**7.79%**	(245.1-226.0)/245.1					
		Current	**Current**	**Cost**	**Volume**	**New Price**	**New Price**
Product Name	**Product #**	**Drum/Tote/Small Bag**	**Bulk/Large Bag**	**Increase**	**Adjustment**	**Drum/Tote/Small Bag**	**Bulk/Large Bag**
Magnafloc	919	$1.19	N/A	7.79%	Yes	$1.60	N/A
Magnafloc	LT25					$1.60	
Zetag	7553, 7557, 7563	$1.91	$1.71	7.79%	No	$2.06	$1.84
Zetag	7583, 7587	$2.07	$1.97	7.79%	No	$2.23	$2.12
Zetag	7593	$2.19	$1.99	7.79%	No	$2.36	$2.15
Zetag	8140	$1.89	$1.69	7.79%	No	$2.04	$1.82
Zetag	8160, 8165	$2.03	$1.83	7.79%	No	$2.19	$1.97
Zetag	8180, 8185	$2.10	$1.90	7.79%	No	$2.26	$2.05
Magnafloc	E38, E40, E40S	$1.09	$1.02	7.79%	No	$1.17	$1.10
Zetag	8812	$0.95	$0.89	7.79%	No	$1.02	$0.96
Zetag	8814	$0.81	$0.74	7.79%	Yes	$1.09	$1.00
Zetag	8816	$1.05	$0.98	7.79%	No	$1.13	$1.06
Zetag	8818	$1.10	$1.03	7.79%	No	$1.19	$1.11
Zetag	8819	$1.15	$1.08	7.79%	No	$1.24	$1.16
Zetag	8846FS	$1.06	$0.98	7.79%	No	$1.14	$1.06
Zetag	8848FS	$1.10	$1.03	7.79%	No	$1.19	$1.11
Zetag	8849FS	$1.15	$1.08	7.79%	No	$1.24	$1.16
Zetag 8868FS	8857FSB	$1.08	$1.01	7.79%	No	$1.16	$1.09
Magnafloc	E30	$1.09	$1.02	7.79%	No	$1.17	$1.10
Magnafloc LT	7985, 7996, 7992	$0.46	$0.33	33.00%	No	$0.61	$0.44
Discount for Volumes Greater than 250,000 lbs/year combined by Municipality = 20%							

IPA
Price Increase (PPI- Chemical and Allied products)

Contract Date		15th July 2009					
Base PPI Data		Jan-09	Feb-09	Mar-09	Apr-09	May-09	Average
		226.8	226.5	225.8	225.2	225.8	**226.0**
Present PPI Data		Jan	Feb	Mar	Apr	May	Average
	2010	239.9	243.6	245.6	249.4	246.8	**245.1**
	2011	262.2	264.9	268.6	273.2	278.8	**269.5**

Material Cost Increase **9.05%** (269.5-245.1)/269.5

Product Name	Product #	Current Drum/Tote/Small Bag	Current Bulk/Large Bag	Cost Increase	Volume Adjustment	New Price Drum/Tote/Small Bag	New Price Bulk/Large Bag
Zetag	4145	$1.60	N/A	9.05%	No	$1.74	N/A
Zetag	7553, 7557, 7563	$2.06	$1.84	9.05%	No	$2.25	$2.01
Zetag	7583, 7587	$2.23	$2.12	9.05%	No	$2.43	$2.31
Zetag	7593	$2.36	$2.15	9.05%	No	$2.57	$2.34
Zetag	8140	$2.04	$1.82	9.05%	No	$2.22	$1.98
Zetag	8160, 8165	$2.19	$1.97	9.05%	No	$2.39	$2.15
Zetag	8180, 8185	$2.26	$2.05	9.05%	No	$2.46	$2.24
Magnafloc	E38, E40, E40S	$1.17	$1.10	9.05%	No	$1.28	$1.20
Zetag	8812	$1.02	$0.96	9.05%	No	$1.11	$1.05
Zetag	8814	$1.09	$1.00	9.05%	No	$1.19	$1.09
Zetag	8816	$1.13	$1.06	9.05%	No	$1.23	$1.16
Zetag	8818	$1.19	$1.11	9.05%	No	$1.30	$1.21
Zetag	8819	$1.24	$1.16	9.05%	No	$1.35	$1.27
Zetag	8846FS	$1.14	$1.06	9.05%	No	$1.24	$1.16
Zetag	8848FS	$1.19	$1.11	9.05%	No	$1.30	$1.21
Zetag	8849FS	$1.24	$1.16	9.05%	No	$1.35	$1.27
Zetag	8857FSB	$1.16	$1.09	9.05%	No	$1.27	$1.19
Zetag	8868FS				No	$1.30	$1.21
Magnafloc	E30	$1.17	$1.10	9.05%	No	$1.28	$1.20
Magnafloc LT	7985, 7996, 7992	$0.61	$0.44	9.05%	No	$0.67	$0.48

Discount for Volumes Greater than 250,000 lbs/year combined by Municipality = 20%

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.

2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.

5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.

8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.