

Corporate Office  
Attn: Shipping & Receiving Department  
1355 Capital Boulevard  
Reno, NV 89502

Bill To

Truckee Meadows Water Authority  
Post Office Box 30013  
Reno, NV 89520  
(775) 834-8000

Purchase Order  
No. 2011-00000219

DATE 03/01/2011

VENDOR NO. 1021

PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

Vendor  
AIRGAS NCN  
P O Box 7425  
Pasadena, CA 91109-7425

DELIVER BY 10/1-117  
SHIP VIA

FREIGHT TERMS  
PAGE 1 of 1

ORIGINATOR: Justine Chambers

REFERENCE #

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
580,000.0000	Each	Bulk Carbon Dioxide This PO is issued in accordance with NRS 332. The project was formally bid. This recommendation for award is to the lowest responsive and responsible bidder. The documents are filed in Contract No. 1011-117. The contact person for this project is Will Raymond and can be reached at 775-834-8138. Please direct all invoices with the Purchase Order Number indicated to: TMWA, Accounts Payable, P.O. Box 30013, Reno, NV 89520-3013. This PO is valid until June 30, 2011. A new PO will be issued July 1, 2011 to June 30, 2012.	0.1290	\$74,820.00
TOTAL DUE				\$74,820.00

Special Instructions


*Mark Foree*

Mark Foree  
General Manager

*e-mailed  
3-2-11*

# Purchase Order Request Form (Revised September 10, 2008)

## This form can be used for an original PO request Or a change to an existing PO

Does This Request Modify an Existing PO? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>	Airgas NCN
Vendor	6790 Florin Perkins Rd #300 Sacramento, CA 95828
Vendor Contact Person	Ann Meeter
Phone	707-557-6950
Vendor FAX #	
E-mail to Send PO	Ann.meeter@airgas.com
Short Descriptive Title of Project	Carbon Dioxide-water treatment chemical
Reason For Purchase	Raw water pH adjustment for Chalk Bluff and Glendale
Completion or Delivery Date Expected for Project (Not PO) & Delivery Location	
TMWA Contact Person & Phone Number to Put on The PO	Will Raymond 775-834-8138 wraymond@tmwa.net
TMWA Account Code - New World	1-1-12-023-7000
If Capital Project: Please Provide Project Code	
Requested Dollar Amount or If For a Change to a PO, the Change Order Amount	\$74,820 <input type="checkbox"/> Time and Materials(attach a fee schedule) or <input type="checkbox"/> Lump Sum
If Different From Quote, Please Provide Why	
Will TMWA be Furnishing the Independent Contractor with Worker's Space / Workstation, Equipment, Tools, or Supplies?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <small>If yes to any of the questions on the left, please answer the following:</small> 1. Does TMWA control/mandate the hours the independent contractor will work? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. Does TMWA provide paid training to the contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with TMWA? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. Does the arrangement with the independent contractor contemplate continuing or reoccurring work (even if the services are seasonal, part time or of short duration)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Manager's signature	 Date signed: 2-24-11

In addition to the manager signing above, the General Manager is required to sign all Contracts at \$25,000

Note: A purchase order is required for all purchases over \$2,500. If a Contractor, Consultant, or Service Company will be on TMWA property, an agreement is also required at any dollar limit. The Contractor, Consultant, or Service Company will be required to provide Insurance (See the Insurance requirements posted on the intranet for details) and a W-9 form (if they aren't in our financial system) prior to the PO being issued.

**If your PO request is for Services and Supplies:**

- 2 quotes are required if the price is over \$25,000
- A formal bid is required for over \$50,000.

However, there are some exceptions to the quote and bidding rules. Please contact Purchasing to discuss your project if you think there is an exception to the bidding process.

**If your PO request is construction related:**

- 3 quotes are required for over \$25,000
- A formal bid is required for over \$100,000

There is also an exception for emergency contracts in all categories.

Purchasing/Contracts in addition to releasing the formal bid, can help you get quotes for your larger projects. Also, agreements can be created to fit your yearly needs. If you need assistance for any purchase, please call 8056 for more information.



Praxair, Inc  
7000 High Grove Boulevard  
Burr Ridge, IL 60527  
Fax: 630-320-3407

February 22, 2011

TRUCKEE MEADOWS WATER AUTHORITY (TMWA)

Attn: Justine Chambers  
1355 Capital Blvd.  
P.O. Box 30013  
Reno, NV 89502

**RE: BID #1011-117 – BULK CARBON DIOXIDE  
DUE FEBRUARY 23, 2011 @ 3:00 PM**

Dear Ms. Chambers:

Thank you for the opportunity to bid on your Carbon Dioxide requirements. However, at this time, we regret that we will have to “no bid” due to the inability to come to mutually agreed upon contract language specific to Indemnification and Warranty.

Please continue to keep us on your bid list for future requirements should TMWA be in a position to negotiate this language.

If you have any questions, please feel free to contact me at (630) 320-4156.

Sincerely,

PRAXAIR, INC.

A handwritten signature in cursive script that reads "Cheryl Anderson".

Cheryl Anderson  
Account Manager

**Bulk Carbon Dioxide Bid Purchase Re-Bid**

Contract No. 1011-117

Bids Opened: February 23, 2011

Bidder No. 1		Bidder No. 2	
Description		Unit Price/ Total Price	
Cash Discount offered?		Unit Price/ Total Price	
		Praxair	
		0	
Airgas NCN		none	
Bulk Carbon Dioxide, FOB Destination, Freight prepaid. Note: Each Delivery shall consist of approximately 20,000 lbs of carbon dioxide. (580,000 pounds delivered)		Unit Price per pound	Unit Price * 580,000 pounds
\$0.1290	\$74,820.0000	no bid	n/a
If fuel surcharges are applicable and not included in the prices above, provide a Fuel Surcharge for each trip. Provide the mileage here for delivery to our facilities to multiply by the unit price. Estimated miles			
\$0.0000	\$0.0000	no bid	n/a
Manufacturer/Supplier/Distributor location starting point:			
Bonicia, CA		no bid	
If provided, fuel surcharges will be evaluated to determine that the index provided would be beneficial to TMWA. What index would you use to tie your fuel surcharges to for justification of any fuel increases/decreases?			
n/a		no bid	
Product Name:			
Carbon Dioxide		no bid	
If TMWA was properly notified of the delivery time and date, the cost for truck unloading when in excess of the first (2) hours described in section 1 (a) vi on Page 10.			
\$200		no bid	
Does this product meet or satisfy the requirements of this bid document?			
yes		no bid	
Proposal Summary Executed			
yes		no bid	

**TMWA Pricing**

Unit Price	Unit Price * 580,000 pounds	Unit Price per pound	Unit Price * 580,000 pounds
\$0.1290	\$74,820.0000	no bid	n/a
\$0.0000	\$0.0000	no bid	n/a
Extended Total =	Extended Total =	Unit Price per pound	Unit Price * 580,000 pounds

**Notice to Bidders**  
**THIS IS NOT AN ORDER**  
**Incorporates Changes Made By Addendum No. 1**  
**Use this Document for Bid Submission**  
**February 11, 2011**

ADVERTISED BID #1011-117  
RELEASE DATE: January 27, 2011

**Bulk Carbon Dioxide Purchase Re-Bid**

Truckee Meadows Water Authority is accepting sealed bids from suppliers/manufacturers/distributors to provide approximately 580,000 pounds of Carbon Dioxide per year. All bids submitted shall be submitted on TMWA documents provided for and in compliance with this bid solicitation.

**QUESTIONS** will be accepted until **5pm on February 14, 2011**. Exceptions to the bid document are not reviewed or approved at bid submission. All exception requests must be submitted through this question review period so that an addendum may be issued and all bidders will have access to bid on the same information on the project. All questions **must be submitted in writing**, and will receive a written response posted on the web page as an Addendum: TMWA's designated contact is:

Justine Chambers, Purchasing/Contracts Administrator  
Truckee Meadows Water Authority, P.O. Box 30013, Reno, NV 89502  
775-834-8056  
FAX No. 775-834-8285  
E-mail: [jchambers@tmwa.net](mailto:jchambers@tmwa.net)

**SEALED BIDS** must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY (TMWA)**, in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than **3:00 p.m. on February 23, 2011**. Bids received after the date and time set for receipt will be **REJECTED**.

**BID OPENING** will be held publicly at **3:05 p.m. on February 23, 2011** at 1355 Capital Blvd., Reno, NV 89502.

**BID AWARD** is scheduled to be made by **February 24, 2011**.

**PRICES** must be quoted FOB Reno, Nevada.

**BID DOCUMENTS** may be downloaded from TMWA's web site at  
[http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/).

**ADDENDUMS** are distributed from TMWA's web site at  
[http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). It is each bidder's responsibility to ensure that they have received all Addendums prior to submission of their bid. If questions are received, an addendum will be posted by 5:00 p.m. on February 11, 2011.

**TERM OF CONTRACT:** TMWA anticipates that the contract ultimately will be for a period of approximately one year beginning from contract award through June 30, 2012.

Justine Chambers, Purchasing/Contracts Administrator

1. **NOTICE OF RIGHTS**

- 1.1. TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.
- 1.2. TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a Bidder in accordance with the specifications and bid documents.
- 1.3. TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.
- 1.4. TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "**ALL OR NOTHING**" will be excluded from this provision.
- 1.5. TMWA, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.
- 1.6. TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.
- 1.7. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. He shall have access to view all equipment and facilities utilized by the Bidder. Such access shall be to determine the ability of the Bidder to perform in accordance with the provisions of these documents.

2. **RIGHT OF JOINDER CONTRACTS:**

- 2.1. TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.
- 2.2. Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.
- 2.3. TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

3. **PREPARATION OF BIDS:**

- 3.1. Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.
- 3.2. Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.

- 3.3. Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.
- 3.4. Bidders are urged to proofread their bids carefully for any errors.
- 3.5. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.
- 3.6. Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by each person signing the bid.
- 3.7. In the case of a difference between written words and figures, the amount stated in written words shall govern.
- 3.8. In the case of a difference between a unit price and the extended price, the unit price shall govern.
- 3.9. All prices shall be F.O.B. TMWA. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.
- 3.10. If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.
- 3.11. TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

6. **SUBMISSION OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

6.1.1.No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

6.1.2.All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a

prerequisite for bidding.

6.2. The entire Proposal Summary shall be enclosed in a sealed envelope addressed to:

Truckee Meadows Water Authority (TMWA)  
Attention Justine Chambers:  
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056  
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

6.3. All signatures must be original. Copies will not be accepted.

6.4. All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

6.5. All bids received after the date and time set for receipt will be **REJECTED**.

6.6. No bids will be accepted by Facsimile transmission.

6.7. Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

6.8. When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

## 7. WITHDRAWAL OF BIDS

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

## 9. APPEAL BY UNSUCCESSFUL BIDDER(S)

9.1. The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.

9.2. The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

9.3. The alleged violations(s) of:

9.3.1.1. Contract Documents referencing page number, item, and paragraph.

9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.

9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as Nevada State Bidders Board licensing information or other detailed proof to substantiate the protest.

9.4. The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

9.7. The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

9.10. TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

9.11. An award recommendation will be made and presented to the Truckee Meadows Water Authority Board for a final decision.

9.12. TMWA will not consider protests unless the procedures specified in this Section are followed.

## 10. AWARD OF CONTRACT

10.1. TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

10.1.1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

- 10.1.2. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;
- 10.1.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 10.1.4. The quality of performance on previous contracts;
- 10.1.5. Previous compliance of laws or ordinances by the bidder;
- 10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;
- 10.1.7. The limitations of any license the bidder may be required to possess;
- 10.1.8. The quality, availability, and adaptability of the product or service;
- 10.1.9. The ability of the bidder to provide future maintenance and/or service;
- 10.1.10. The number and scope of conditions attached to the bid; and
- 10.1.11. The life cycle, maintenance and performance of the equipment or product being offered.

10.2. A Purchase Order, faxed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.

10.2.1.1. TMWA's Purchase Order will consist of the bid submitted by the successful bidder and the Purchase Order. **It will not contain additional contract terms and conditions not provided for in the bid.**

10.3. After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). All money order's or cashier's checks received will be returned within two (2) weeks from award of contract.

11. **TELEPHONE CONTACT:**

11.1. Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

12. **HAZARDOUS SUBSTANCES AND MATERIAL:**

12.1. Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

- 12.2. Awardee(s) shall submit all applicable MSDS to TMWA with the initial shipments of services.
- 12.3. Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

**13. INDEMNIFICATION:**

- 13.1 Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from the breach of the contract or negligent acts or omissions of awardee or its employees in performing obligations under the contract.
- 13.2 HEALTH, SAFETY AND LIABILITY. TMWA acknowledges that there are hazards associated with Product, including the storage, use and handling thereof, and TMWA agrees that its employees, agents, contractors, and others concerned with Product are aware of such hazards. TMWA assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Awardee will provide documents to TMWA containing Awardee's safety and health information pertaining to Product, including Awardee's Material Safety Data Sheet(s).

**14. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

- 14.1. Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subBidders to work in the United States.

**15. COPYRIGHTS AND PATENTS:**

- 15.1. The successful bidder hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.

**16. STATUS OF AWARDEE:**

- 16.1. Awardee(s) shall have the status of an "Independent Bidder" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.
- 16.2. The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

**17. PAYMENTS**

17.1 TMWA, and its joiners, agree to provide payment in a timely fashion, to the successful bidder, within 30 days from receiving complete and descriptive invoice for deliveries made to TMWA.

17.2 Prompt payment discounts shall be included in bid evaluation.

17.3 Discount period will be computed from the date of completed delivery/performance or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

**18 DEFAULT OF CONTRACT**

18.1 In case of default by the Bidder (successful bidder), TMWA may procure the product(s) or service(s) from other sources.

**19 ADDITIONAL TERMS & CONDITIONS:**

19.1 Bidder warrants to Truckee Meadows Water Authority that Liquid Carbon Dioxide delivered to TMWA under Truckee Meadows Water Authority Purchase Order conforms to the specifications as provided for in this bid document.

19.2 Bidder does not make any other express warranty regarding the Product. Bidder SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19.3 TMWA may reject any quantity of Product shown by a recognized standard test to not conform to the Specifications. However, Bidder may confirm the test results of all rejected Product.

19.4 TMWA's sole remedy for, and the sole obligation of Bidder for, a breach of Bidder's warranty or for Bidder's unexcused failure to deliver Product, is for Bidder to replace, free of charge, the quantity of Product that does not conform to the Specifications, or that Bidder failed to deliver, if, and only if, TMWA gives Bidder a written notice of the breach within the 10-day period starting on the delivery date or the scheduled delivery date.

19.5 A party's performance under these terms is subject to floods, strikes and other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain feedstock, power or fuel, machinery breakdowns, abnormal demand, failure of normal sources of supply, restraints of government, or any other cause beyond such party's reasonable control.

19.6 TMWA acknowledges that the Product is hazardous and that TMWA understands those hazards. TMWA shall warn and protect its employees and others who are exposed to the hazards through TMWA's storage, use, and handling of the Product.

19.7 IN ALL EVENTS, NEITHER PARTY IS LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ECONOMIC LOSS, INCLUDING ANY LOSS OF BUSINESS, PRODUCTION, OR PROFITS. Furthermore, the total amount of damages that TMWA may recover from Bidder resulting from any occurrence arising in connection with their relationship contemplated by these terms, regardless of the legal theory (e.g., breach of contract or warranty, negligence, strict liability, etc.) shall not exceed the policy limits of applicable insurance required under this contract, provided Bidder has not failed to obtain and/or maintain all insurance policies required under the bid.

## 20 ARBITRATION:

20.1 Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

## 21 TMWA'S STORAGE SYSTEM:

21.1 TMWA'S STORAGE SYSTEM: TMWA, at its expense, will maintain a Product Storage System ("Product Storage System") and the site on which such Product Storage System is located. Prior to entering any contract with TMWA, Awardee shall reasonably determine whether such Product Storage System or Product Storage System site is unfit for the storage or delivery of Product Subject to and without waiving any liability limitations available under Nevada law, including without limitation those set forth in NRS Chapter 41. Buyer will indemnify and hold harmless Awardee from and against any and all costs, fees (including reasonable legal fees and expenses), damages, liabilities and claims arising out of TMWA's failure to properly install, maintain or operate such Product Storage System or the Product Storage System site.

## 22 TERMINATION:

22.1 Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

23 INSURANCE. The Bidder shall be responsible and provide certificates to TMWA. TMWA requires that all contractors who will be on TMWA property provide TMWA insurance certificates. TMWA will waive the certificate requirement as long as the bidder provides a Document of Insurance that complies with the requirements. In the event that someone other than the bidder will provide delivery of the material, TMWA will require the Bidder to provide insurance certificates for them as well as the bidder in accordance with the following:

23.1 By Bidder. Unless expressly waived in writing by TMWA, Bidder, as an independent Bidder and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 24 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Bidder shall, at Bidder's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Bidder.

23.2 Form of Coverage. Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Bidder. Bidder's insurance policies shall apply on a primary basis. During the term of the Contract, Bidder shall provide TMWA with renewal or replacement evidence of insurance as soon as possible before the expiration or replacement of the

required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Bidder has knowledge of any such failure, Bidder shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

**23.2.1. Additional Insured:** By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Bidder, TMWA, its officers, employees and immune Bidders as defined in NRS 41.0307, if any, shall be named as additional insureds for liability arising from the Agreement. This means General Liability and Automobile Liability.

**23.2.2. Waiver of Subrogation:** Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune Bidders in connection with damage covered by any policy.

**23.2.3. Deductibles and Self-Insured Retentions:** Insurance maintained by Bidder shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Bidder from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.

**23.2.4. Approved Insurer:** Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

### **23.3 Policies Required.**

**23.3.1 Workers' Compensation and Employer's Liability Insurance.** Bidder shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

**23.3.2 Commercial General Liability Insurance.** Bidder shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, completed operations, personal injury, products, civil lawsuits, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**23.3.3 Business Automobile Liability Insurance.** Bidder shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles.

**23.4 Evidence of Insurance.** Prior to the start of any Work, Bidder must provide the following documents to TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013:

**23.4.1 Certificate of Insurance.** Bidder must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Bidder. TMWA will accept a Document of Insurance as long as the documents meet the minimum requirements of the Certificate.

**23.4.2 Additional Insured Endorsements.** An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

**23.4.3 Policy Cancellation Endorsement.** Bidder agrees to provide continuous coverage as required in this document. Bidder will provide policy renewal information in a timely manner and renew coverage with at least the same limits, terms and conditions using an approved carrier.

**23.5** Compliance with the insurance requirements of this Agreement shall not limit the liability of Bidder or its sub-Bidders, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. A copy of the policy is not required if it violated corporate policy. TMWA will require assurance that the terms and conditions of the insurance requirements have been met in accordance with this bid.

# Delivery Requirements & Technical Specifications

Doc. No. 4001  
(February 11, 2011)

## Bulk Carbon Dioxide

### 1 DELIVERY INFORMATION/REQUIREMENTS

1.1. TMWA's Carbon Dioxide storage capacity currently consists of 1 (one) 30 ton tank at the Chalk Bluff Water Treatment Plant and 1 (one) 30 ton tank at the Glendale Water Treatment Plant. Each delivery to Chalk Bluff or Glendale shall consist of approximately 15,000 to 20,000 lbs of carbon dioxide.

1.1.1 All cargo tanks and appurtenant valves shall be in good mechanical condition and be in full compliance with current applicable requirements of DOT Hazardous Materials Regulations.

1.1.2 Carbon dioxide shall be delivered by tank trucks in pressure vessels manufactured to American Society of Mechanical Engineers pressure vessel code and complying with the US DOT regulations for hazardous material transportation.

1.1.3 Order must be received within 5 business days after order is placed.

1.1.4 Chemical analysis sheet must be provided to TMWA upon request.

1.1.5 Product must be stable and free from noticeable contamination.

1.1.6 Bulk deliveries only

1.1.7 Truck unloading will be up to (2) hours without charge. Unless otherwise stipulated, deliveries must be made Monday-Friday, 7:00 am – 3:00 pm with a courtesy call at least three hours prior to delivery on the day of delivery stating the anticipated delivery time. Some deliveries may be split between different locations.

1.1.8 CONTAMINATED LOADS WILL BE REJECTED

1.1.9 All adapters, fittings and equipment used in unloading must be food-grade, clean and free from contamination.

1.1.10 Prior to loading, the Manufacturer must inspect all tanks used to transport carbon dioxide to the TMWA facilities to ensure that the tanks are clean and free of contaminants. Unless cargo tank is used solely for transport of carbon dioxide, a certificate of clean out certifying that cargo tank has been washed/decontaminated prior to loading, must be provided, from Manufacturer, with each delivery.

1.1.11 Driver will state contents of last load previously transported.

1.1.12 A certified weight ticket or meter ticket must be submitted with each cargo delivery.

1.1.13 Adapters or other equipment not properly cleaned will be sent out for cleaning at Manufacturer's expense prior to unloading of product.

### 2 Carbon Dioxide:

2.1 The purity of the carbon dioxide shall be in accordance with the Technical Specifications.

2.2 The bidder will be required to have documented approval that their product complies with American National Standards Institute (ANSI)/National Science Foundation (NSF) 60 standard or equivalent with TMWA approval. Where TMWA's specifications versus NSF specifications are in conflict, the more stringent requirement with respect to purity and shall govern.

### 3 OVERFILLING/OVER PRESSURIZING:

- 3.1 Manufacturers shall exercise appropriate caution so as not to overpressure TMWA's carbon dioxide tanks. Manufacturer shall reimburse TMWA for damages, including all parts and labor, to TMWA's equipment and instrumentation as a result of over pressurizing.
- 3.2 Manufacturer shall be responsible for any damage to the carbon dioxide facilities during delivery and shall adhere to all federal, state, and local laws, regulations and ordinances concerning hazardous material handling and transportation. TMWA assumes neither liability for vendor discharges nor cleanup costs of such discharges.

### 4 REGULATORY COMPLIANCE:

- 4.1 The Manufacturer shall be responsible for compliance with all federal, state, and local statutes, regulations, and/or ordinances regarding the safety, environmental and transportation requirements governed by such agencies as OSHA, EPA, and/or DOT while delivering products to TMWA's facilities.
- 4.2 TMWA shall be responsible for compliance with all federal, state, and local statutes, regulations, and/or ordinances regarding the safety of TMWA's Carbon Dioxide Tanks. TMWA's Carbon Dioxide Tanks are professionally serviced annually and TMWA maintains them to function properly for the transfer of materials.

### 5 SERVICE:

- 5.1 Upon request, the Manufacturer will be responsible for the provision of technical service regarding the storage, feeding, handling and general usage of the material. Such service may take the form of response to inquiries by TMWA on technical matters and may involve visits of qualified personnel from time to time to review and advise on technical matters relating to the substances. All such services of reasonable nature and frequency will be provided free of charge by the Manufacturer.

### 6 SEASONAL USAGE

- 6.1 TMWA's estimate for carbon dioxide usage during May through September is approximately 19 shipments of 15,000 to 20,000 pounds per delivery. During the months October through April, the estimated use is approximately 10 shipments of 15,000 to 20,000 pounds per delivery. The weather and various other factors, such as operational requirements, capabilities and priorities, may affect these estimates.

## **TECHNICAL SPECIFICATIONS REQUIREMENTS CONTRACT FOR CARBON DIOXIDE**

7

- It is the intent of these specifications to provide Carbon Dioxide that will be in compliance with or exceeds ANSI/American Water Works Association (AWWA) B510-06 Standard for Carbon Dioxide, and all applicable ANSI/NSF UL approvals. The successful Bidder will be required to provide this information prior to contract award as follows:

### 7.1 NSF Certification

- 7.1.1 The carbon dioxide shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization equivalent to ANSI/NSF Standard 60, Drinking Water Treatment Chemicals—Health Effects (ANSI/NSF 60), most current revision. Equivalent certifications must be approved by TMWA.

7.1.2 Failure to maintain product certification in accordance with paragraph 1. a. shall be considered grounds for immediate cancellation of the contract.

7.1.3 A copy a of Certificate of Analysis (COA) for the carbon dioxide to be supplied shall be submitted by the low bidder within seven days if product is not NSF 60 certified. NSF 60 Certification is not required but equivalent certifications must be approved by TMWA.

	<b>SPECIFICATIONS</b>	<b>VALUE or RANGE</b>
1	Carbon dioxide purity, minimum 99.5%	
2	Water content (vol/vol) (vapor) <20 ppm	
3	Dew point, -55 degrees Celsius	
4	Total hydrocarbons (as methane) less than 50 ppm	
5	Oxygen less than 50 ppm	
6	Carbon monoxide less than 10 ppm (vapor)	
7	Hydrogen sulfide less than 0.5 ppm	
8	Nitric oxide less than 5 ppm	
9	Sulfur dioxide less than 5 ppm	
10	Carbonyl sulfide less than 0.5 ppm	
11	Nonvolatile residues shall be less than 10 ppm	
12	Acetaldehyde less than 0.5 ppm	
13	Total sulfides shall not exceed 0.5 ppm as hydrogen sulfide	

#### 7.2 Chemical Requirements

7.2.1 Commercial carbon dioxide suitable for use in the treatment of potable water shall have a CO<sub>2</sub> content of at least 99.5 percent by weight.

#### 7.3 Physical Characteristics

7.3.1 Carbon Dioxide is a colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0°C and at a pressure of 760 mm of mercury. Carbon dioxide creates a characteristic sensation in the nose when inhaled.

#### 7.4 Contamination

7.4.1 The carbon dioxide shall contain no impurities, mineral, gaseous or organic, which could render the product potentially hazardous to the health of consumers ingesting potable water treated with this material.

7.4.2 The tanker shall be carefully inspected by the Manufacturer to ensure freedom from contaminant material prior to loading.

#### 7.5 Certified Laboratory Report

7.5.1 TMWA may request certified laboratory reports during the course of the contract to verify product consistency. When requested, the reports shall be submitted to:  
Truckee Meadows Water Authority  
Attn: Will Raymond, Associate Engineer  
PO Box 30013  
Reno, NV 89520

7.5.2 The report shall be received by the Truckee Meadows Water Authority within 30 calendar days of a request.

End of Delivery Requirements & Technical Specifications

# Proposal Summary

(February 11, 2011)

Bidder's Name: Air Gas NCA

BID # 1011-117

BID TITLE: Bulk Carbon Dioxide Purchasing Bid (Re-Bid)

CASH DISCOUNT: of 0 % may be taken in addition to the price(s) stated for the terms of payment within      days.

Bidder Acknowledges receipt of   1   Addendums.

## SUMMARY

### Pricing

These estimated quantities are based on previous years' deliveries. TMWA may increase or decrease quantities based on actual need.

Item No.	Description	Estimated Annual Quantity	Unit Price Per Pound	Extended Total Unit Price *
1.	Bulk Carbon Dioxide, FOB Destination, Freight prepaid. Note: Each Delivery shall consist of approximately 20,000 lbs of carbon dioxide.	580,000 pounds (29 Deliveries)	\$ <u>0.129</u>	\$ <u>74,820.00</u>
2.	If fuel surcharges are applicable and not included in the prices above, provide a Fuel Surcharge for each trip. Provide the mileage here for delivery to our facilities to multiply by the unit price. Estimated miles <u>192</u>			
3.	Manufacturer/Supplier/Distributor location starting point: <u>Argon Dry Ice Carbonic Benicia, CA</u>			
4.	If provided, fuel surcharges will be evaluated to determine that the index provided would be beneficial to TMWA. What index would you use to tie your fuel surcharges to for justification of any fuel increases/decreases?			
5.	Product Name: <u>Carbon Dioxide</u>			
6.	If TMWA was properly notified of the delivery time and date, the cost for truck unloading when in excess of the first (2) hours described in section 1 (a) vii on Page 10.			\$ <u>200.00</u>
7.	Does this product meet or satisfy the requirements of this bid document?			<u>YES</u>
8.	Do you have ANSI/NSF 60 Certification or equivalent for this product?			<u>YES</u>

*SEE ATTACHMENTS*

**BIDDER INFORMATION**

Company Name Airgas ACN  
 Address 6790 Florin Park Kings Road #300  
 City Sacramento CA 95826  
 State / Zip Code CA 95826  
 Complete Telephone Number 916-379-1050  
 Complete Fax Number 916-870-0852

**LICENSING INFORMATION**

Business License Number 051914  
 Date Issued Feb 19, 2010  
 Date of Expiration Feb 1, 2011 CURRENT LICENSE PENDING ISSUANCE  
 Name of Licensee General License  
 Address of Licensee 431 Praterway Sparks NV 89432  
 Address of Licensee

City, State, Zip Code of Licensee  
 Telephone Number of Licensee 775-353-2360  
 Taxpayer Identification Number 23-249-1493

**DISCLOSURE OF PRINCIPALS:****Individual and/or Partnership****TMWA 1) Name**

Address

City, State, Zip Code

Telephone Number

**TMWA 2) Name**

Address

City, State, Zip Code

Telephone Number

**Other 1) Title**

Name

**Other 2) Title**

Name

**Corporation**State in which Company is Incorporated PADate Incorporated JUNE 1986Name of Corporation Airgas IncAddress 259 North Radnor Chester RoadCity, State, Zip Code RADNOR PA 19087Telephone Number 610 230 3121President's Name Peter PicuslandVice-President's Name Niki Molini**Other 1) Title****Other 2) Title**

**ACKNOWLEDGEMENT AND EXECUTION**

ANN,  
STATE OF NEVADA )  
SALIBERIA ) SS  
SOLANO COUNTY )

ANN CHAISTINE MEETER states under penalty of perjury that he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described product(s) or service(s) is to be provided by; that he/she has read the foregoing Documents and understands the terms, conditions, and requirements thereof;

**BIDER INFORMATION:**

Printed Name of Bidder ANN CHAISTINE MEETER  
Title BIRTH GEE Specialist  
Firm ARGUS NCM  
Address 6790 FLORENCE PLUMS #300  
City, State, & Zip Code SACRAMENTO CA 95828  
Telephone Number 207 557 6950  
e-mail address ANN.MEETER@ARGUS.COM  
Signature of Bidder [Signature]  
Dated this 16 day of FEBRUARY, 2011

**ATTEST:**

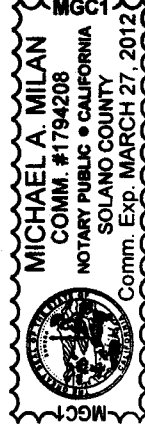
On this 16<sup>th</sup> day of FEBRUARY, in the year 2011, before me,  
MICHAEL A. MILAN / Notary Public, personally appeared  
ANN CHAISTINE MEETER personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and  
acknowledged that he (she) executed it.

WITNESS my hand and official seal.

[Signature]  
Notary's Signature

L.S.

My Commission Expires: 3/27/2012



END OF DOCUMENT