



**CLARK COUNTY WATER
RECLAMATION DISTRICT**

**COMPETITIVE BID EXCEPTION (CBE)
AGREEMENT NO.: 230026**

**PROCUREMENT
SOLUTIONS SECTION**
5857 E. Flamingo Rd.
Las Vegas, Nevada 89122
702-668-8090

DESCRIPTION OF GOODS/SERVICES

Centrifuge Services, Maintenance and Related Goods

NAME OF FIRM AND DESIGNATED CONTACT NAME

(Please type or print)

ANDRITZ Separation

Tammie Firkins

**ADDRESS OF FIRM
INCLUDING CITY, STATE AND ZIP CODE**

1010 Commercial Blvd. South
Arlington, TX 76001

(AREA CODE) AND TELEPHONE NUMBER

817-419-1720

(AREA CODE) AND FAX NUMBER

817-419-1920

E-MAIL ADDRESS

tammie.firkins@andritz.com

SECTION A – GENERAL TERMS AND CONDITIONS

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1.0 SCOPE OF SERVICES:

1.1 In consideration of the payments specified in this Agreement, Supplier shall provide all labor, material, equipment, transportation, and supervision necessary to provide/perform the goods/services described within this agreement. In no event shall the amount of any individual purchase order for goods/services covered by this Agreement during the Initial Term and any subsequent renewal exceed \$1,000,000.

2.0 DEFINITIONS:

2.1 **Bid Form:** Standard printed (pricing sheet) form (Exhibit III)

2.2 **BOT:** The Clark County Water Reclamation Board of Trustees.

2.3 **Agreement:** Agreement documents include (Offer & Acceptance Form, General Terms and Conditions, Specifications/Scope of Work, Supplier's Bid Form (Pricing Sheet), Insurance and all subsequently issued Amendment(s)).

2.4 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District.

2.5 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

2.6 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.

2.7 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

2.8 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

2.9 **Products:** Means equipment and/or replacement parts provided by ANDRITZ Separation, Inc.

2.10 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.

2.11 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal AGREEMENT takes precedence over any conflicting terms and conditions contained in the purchase order.

2.12 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

2.13 **Supplier:** Sole-Source Supplier, to whom the Governing Body or the authorized representative has authorized the award of the AGREEMENT.

2.14 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.

2.15 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.

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2.16 **Urban:** This includes the contiguous urban Las Vegas Valley.

3.0 INDEMNITY:

3.1 SUPPLIER agrees, by entering into AGREEMENT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold DISTRICT harmless from all third party claims, demands, actions, attorney's fees, costs, and expenses for bodily injury (including death) and damage to tangible property based upon or arising out of any negligent acts, omissions, fault or negligence of SUPPLIER or its principals, employees, subcontractors or other agents while performing services under AGREEMENT. SUPPLIER shall indemnify, defend, and hold harmless DISTRICT for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent. DISTRICT shall promptly tender the defense of any such third-party claim to SUPPLIER. SUPPLIER shall be entitled to control the defense and resolution of such claim, provided that DISTRICT shall be entitled to be represented in the matter by counsel of its choosing at DISTRICT's sole expense. Where such Loss results from the Fault of both SUPPLIER and DISTRICT or a third party, then SUPPLIER's defense and indemnity obligation shall be limited to the proportion of the Loss that SUPPLIER's Fault bears to the total Fault.

4.0 INTELLECTUAL PROPERTY OWNERSHIP AND PATENT INDEMNITY:

4.1 All intellectual property embodied in the Products, Services and Software provided to the DISTRICT is the property of the SUPPLIER. Unless the Products or any part thereof are designed to DISTRICT's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by SUPPLIER in writing, SUPPLIER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all third party claims, losses, costs, damages, and expenses, including attorney's fees, incurred by DISTRICT, 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 AGREEMENT by SUPPLIER, or out of the processes or actions employed by, or on behalf of SUPPLIER in connection with the performance of AGREEMENT. SUPPLIER shall, at its sole expense, be entitled to control the resolution and defense of such indemnified claim. SUPPLIER shall promptly defend against any such claim or action unless directed otherwise by DISTRICT; provided that DISTRICT or its construction manager shall have notified SUPPLIER upon becoming aware of such claims or actions and provided further that SUPPLIER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

4.2 SUPPLIER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of AGREEMENT.

5.0 INSURANCE:

5.1 SUPPLIER shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of \$1,000,000 per occurrence, \$2,000,000 annual aggregate during the term of AGREEMENT.

5.2 SUPPLIER shall obtain and maintain for the duration of AGREEMENT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUPPLIER is a Sole Proprietor and shall be required to submit an **Affidavit (Only Required for Sole Proprietor) Attachment "B"** of this CBE document, indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

5.3 SUPPLIER shall include the cost of the insurance coverages in its bid price(s). SUPPLIER shall provide DISTRICT with a certificate of insurance as specified within ten (10) calendar days after DISTRICT request.

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5.4 SUPPLIER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment “A”** of this CBE document, to be incorporated herein by this reference. SUPPLIER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment “A”** of this CBE document. All Bidders shall include the cost of the insurance coverages in their bid price(s).

6.0 FAILURE TO MAINTAIN COVERAGE:

6.1 If SUPPLIER fails to maintain any of the insurance coverages required herein, DISTRICT may order SUPPLIER to stop the work, declare SUPPLIER in breach, suspend or terminate AGREEMENT, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUPPLIER or deduct the amount paid from any sums due SUPPLIER under AGREEMENT.

7.0 WARRANTY:

7.1 SUPPLIER warrants to DISTRICT that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period DISTRICT discovers a defect in material or workmanship of a Product and gives SUPPLIER written notice thereof within 10 days of such discovery, SUPPLIER will, at its option, either deliver to DISTRICT, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnish pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. SUPPLIER will have no warranty obligations for the Products under this Sub-Section 7.1: (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with SUPPLIER's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if DISTRICT fails to give SUPPLIER such written 10 day notice; (iv) if the Products are repaired by someone other than SUPPLIER or have been intentionally or accidentally damaged; or (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable. **THE EXPRESS WARRANTIES SELLER MAKES IN THIS SECTION 7.1 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The remedies provided in this Section 7.1 are the District's exclusive remedy for breach of warranty.

7.2 SUPPLIER further warrants to DISTRICT that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, SUPPLIER will cause them to be discharged promptly after notification from DISTRICT of their existence.

8.0 NON-DISCRIMINATION:

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

9.0 DRUG-FREE WORKPLACE:

9.1 SUPPLIER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUPPLIER shall make a good faith effort to ensure that all of its employees, while working on DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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10.0 FEDERAL, STATE, LOCAL LAWS:

10.1 SUPPLIER shall comply with all Federal, State, and local laws applicable to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any Agreement entered into.

11.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:

11.1 The AGREEMENT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the applicable federal court in the County of Clark, State of Nevada. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

12.0 GOVERNING ORDER OF AGREEMENT DOCUMENTS:

12.1 The AGREEMENT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUPPLIER. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

12.1.1 Amendment(s)

12.1.2 General Terms and Conditions

12.1.3 Federal Requirements (If Applicable)

12.1.4 Technical Specifications/Scope of Work

13.0 SUBCONTRACTS:

13.1 Services specified in AGREEMENT shall not be subcontracted by SUPPLIER, without the written approval of DISTRICT. Approval by DISTRICT of SUPPLIER'S request to subcontract or acceptance of or payment for subcontracted work by DISTRICT shall not in any way relieve SUPPLIER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUPPLIER shall be and remain liable for all damages to DISTRICT caused by negligent performance or non-performance of services performed under AGREEMENT by SUPPLIER'S subcontractor. CLARIFICATION: SUPPLIER's Purchase Orders with sub suppliers for components and raw materials shall not be considered "SUBCONTRACTS", requiring approval of DISTRICT.

14.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:

14.1 SUPPLIER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. SUPPLIER shall act as an independent SUPPLIER and not as the agent of DISTRICT in performing AGREEMENT. SUPPLIER shall maintain complete control over its employees and all its Subcontractors. Nothing contained in AGREEMENT, or any subcontract awarded by SUPPLIER shall create any contractual relationship between any such Subcontractor and DISTRICT. SUPPLIER shall perform all work in accordance with its own methods subject to compliance with AGREEMENT. CLARIFICATION: SUPPLIER is not and will not be a state licensed contractor.

15.0 LABOR RATE:

15.1 SUPPLIER and all subcontractors shall be bound by and comply with all federal, state, and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Sundays or legal holidays, shall be performed without additional expense to DISTRICT.

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16.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:

16.1 In accordance with the Immigration Reform and Control Act of 1986, SUPPLIER agrees that it will not employ unauthorized aliens in the performance of AGREEMENT.

17.0 FISCAL FUNDING OUT:

17.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of AGREEMENT. If DISTRICT does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, AGREEMENT shall be terminated when appropriated funds expire.

18.0 TAXES:

18.1 DISTRICT is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

19.0 COLLECTION AND PAYMENT OF SALES TAX:

19.1 In accordance with NRS 372.123, any SUPPLIER that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation.

20.0 CONSUMPTION ESTIMATES:

20.1 The quantities appearing in the AGREEMENT are approximate only. Payment to SUPPLIER will be made only for the actual quantities of items furnished in accordance with the AGREEMENT and it is understood that the scheduled quantities of items to be furnished may be increased, decreased, or omitted without, in any way, invalidating AGREEMENT prices.

21.0 ORDER QUANTITIES AND UNIT PRICING:

21.1 Unit pricing for the items listed in this AGREEMENT shall be reflective of the unit of measure of "each". This AGREEMENT expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

22.0 BALANCE OF LINE DISCOUNT DEFINED:

22.1 The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of AGREEMENT. Where indicated in the AGREEMENT, SUPPLIER shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms of AGREEMENT. The percentage discount shall remain firm for the duration of AGREEMENT but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. The price list(s) which is submitted with the AGREEMENT must be current and in effect at the time of the execution of AGREEMENT. If more than one column of pricing is published, SUPPLIER shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions, or new requirements emerge, DISTRICT may use the discount to either clarify said discrepancies or utilize it for determining the basis of award.

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23.0 PURCHASE ORDERS:

23.1 The Procurement Solutions Section will issue a purchase order(s) which will authorize SUPPLIER to deliver and invoice for the product(s) or service(s) offered.

24.0 PARTIAL PAYMENTS:

24.1 Partial payment requests will be accepted only at the sole discretion of DISTRICT.

25.0 INVOICING:

25.1 Invoicing for are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT shall not provide payment on any invoice SUPPLIER submits after six (6) months from the date SUPPLIER provides goods, performs services, or provides deliverables or milestones.

25.2 All invoices should include the following information:

25.2.1 Company Name

25.2.2 Complete Address (including street, city, state, and zip code)

25.2.3 Telephone Number

25.2.4 Contact Person

25.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)

25.2.6 DISTRICT Purchase Order Number

25.2.7 Company's Tax Identification Number

25.2.8 Bid Number

25.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)

25.2.10 Percentage Discounts/ Payment Terms (if offered)

25.2.11 Company's Invoice Number

25.3 SUPPLIER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the **Pricing Sheet-Exhibit III**. If overcharges are found, DISTRICT may declare SUPPLIER in breach of Agreement, terminate AGREEMENT, and designate SUPPLIER as non-responsible if responding to future solicitations.

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26.0 INVOICE AUDITS:

26.1 SUPPLIER shall provide to DISTRICT, within ten (10) business days of DISTRICT'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUPPLIER'S **Pricing Sheet-Exhibit III**. The format of the report will depend on the pricing structure provided on the **Pricing Sheet-Exhibit III**. The report shall be subject to review and approval by DISTRICT'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUPPLIER to update the report no later than five (5) business days after notification by DISTRICT. In the event that SUPPLIER undercharged DISTRICT, DISTRICT shall reimburse SUPPLIER within ten (10) business days. In the event that SUPPLIER overcharged DISTRICT, SUPPLIER shall reimburse DISTRICT within ten (10) business days. If overcharges are found, DISTRICT may declare SUPPLIER in breach of Agreement, terminate AGREEMENT, and designate SUPPLIER as non-responsible if responding to future invitations to bid.

27.0 AGREEMENT AMENDMENTS:

27.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUPPLIER'S obligations under AGREEMENT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to AGREEMENT be made during AGREEMENT term, a written amendment detailing those elements shall be mutually agreed and executed by SUPPLIER and the Purchasing Administrator or their designee.

28.0 ADDITIONS & DELETIONS:

28.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUPPLIER, at any time during the term of this AGREEMENT, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the AGREEMENT shall be in accordance with the AGREEMENT specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Pricing Sheet-(Exhibit III)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the SUPPLIER'S normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the CBE's intent if such rates are found to be fair and reasonable.

29.0 RESERVED:

30.0 DISCOUNT TERMS OF PAYMENT:

30.1 Terms of payment, as listed on the **Pricing Sheet-Exhibit III**, shall be defined as the amount of discount offered by Supplier to DISTRICT if payment is made within a specified time frame.

30.1.1 Examples:

30.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.

30.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

30.1.4 Terms of Payment: 0%, Net thirty (30) Calendar Days.

30.1.5 No payment discount is offered, and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

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30.2 **No prompt payment discount will be considered by DISTRICT in the bid evaluation process unless the discount period offered by Supplier is thirty (30) calendar days or more.**

31.0 INITIAL TERM:

31.1 The initial term of AGREEMENT shall be from date of award for a period of one (1) year.

32.0 NOTICE OF AWARD:

32.1 Award of this Agreement will be by the issuance of a purchase order(s). The AGREEMENT shall consist of the following Documents (Offer & Acceptance Form, General Terms and Conditions, Specifications/Scope of Work), SUPPLIER' Pricing Sheet, Insurance, and any subsequent issued Amendment(s), which shall all be incorporated into the purchase order(s) as set forth in full text. The AGREEMENT shall constitute the entire agreement between the DISTRICT and SUPPLIER and shall supersede any prior agreements, negotiations, representations, warranties, and conditions.

33.0 AGREEMENT RENEWAL:

33.1 Upon expiration of the Initial Term, the parties may mutually agree to extend the AGREEMENT for another one-year term. The SUPPLIER shall provide the DISTRICT with a Sole-Source letter sixty (60) days prior to each renewal period; and so long as the sole-source, competitive bid exception applies the AGREEMENT shall be automatically renewed under the same terms and conditions. Furthermore, NO annual purchase order will be issued until the DISTRICT has received a sufficient Sole-Source letter from the SUPPLIER. If the DISTRICT'S elects not to renew this AGREEMENT, the DISTRICT Purchasing Administrator or designee shall notify SUPPLIER in writing of non-renewal at least 30 days before the expiration of the then current term.

34.0 TERMINATION FOR CONVENIENCE:

34.1 DISTRICT reserves the right to terminate AGREEMENT in whole or part at any time whenever DISTRICT shall determine that such a termination is in the best interest of DISTRICT without penalty or recourse upon thirty (30) calendar day's written notice of intent to terminate. DISTRICT shall pay to SUPPLIER, as SUPPLIER's sole and exclusive remedy, an amount equal to: (a) reasonable and documented costs incurred by SUPPLIER prior to termination, plus the reasonable profit prorated on the portion of work completed less the disposal or retention value of termination inventory; and (b) the reasonable and necessary cost, if any, incurred by SUPPLIER in terminating the work. The above amounts, plus prior payments, shall in no event exceed the AGREEMENT price as prorated to the portion of the order completed as of the time of SUPPLIER's receipt of such notice.

35.0 TERMINATION FOR CAUSE:

35.1 If SUPPLIER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to AGREEMENT, DISTRICT may immediately terminate all or part of AGREEMENT upon written notice of intent to terminate without any liability by DISTRICT to SUPPLIER, but only after SUPPLIER has failed to commence a mutually acceptable cure of the default resulting from failure to perform within ten (10) calendar days after receipt of written notice of such default. In the event of termination for cause, DISTRICT may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as DISTRICT may deem appropriate and SUPPLIER shall be liable to DISTRICT for any excess cost or other expenses incurred by DISTRICT.

36.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:

36.1 DISTRICT may, without cause, order SUPPLIER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine.

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36.2 In the event DISTRICT suspends performance of SUPPLIER for an aggregate period in excess of sixty (60) calendar days, SUPPLIER shall be entitled to an equitable adjustment of the compensation payable to SUPPLIER under this Agreement to reimburse SUPPLIER for additional costs occasioned as a result of such suspension of performance by DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.

36.3 No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUPPLIER is responsible.

37.0 FORCE MAJEURE:

37.1 SUPPLIER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, DISTRICT, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government, or other causes beyond the reasonable control of the SUPPLIER. SUPPLIER shall provide DISTRICT satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

38.0 SEVERABILITY:

38.1 If any terms or provisions of AGREEMENT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of AGREEMENT shall remain in full force and effect.

39.0 PRODUCTS:

39.1 New Product:

39.1.1 SUPPLIER shall guarantee that the product provided to DISTRICT shall be new, and of the latest and most improved model of current production and shall be of first quality as to workmanship and materials used in said units.

39.1.2 A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

40.0 MATERIAL SAFETY DATA SHEETS (IF APPLICABLE)

40.1 If applicable, the SUPPLIER shall provide current Material Safety Data Sheets (MSDS) for all hazardous materials and products delivered under the Purchase Order(s).

41.0 RIGHT OF INSPECTION AND REJECTION:

41.1 All goods and services purchased under this bid will be subject to inspections, tests, and approval/acceptance by DISTRICT. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUPPLIER'S expense. Nonconforming goods may be returned to SUPPLIER freight collect at which time risk of loss will pass to SUPPLIER upon DISTRICT'S delivery to common carrier or retrieved by SUPPLIER at which time risk of loss will pass to SUPPLIER at time of retrieval.

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42.0 AUDITS:

42.1 The performance of AGREEMENT by SUPPLIER is subject to review by DISTRICT to ensure AGREEMENT compliance. SUPPLIER agrees to provide DISTRICT any and all information requested that relates to the performance of AGREEMENT upon reasonable advance written notice (provided that the DISTRICT shall not be entitled to any financial records related to lump-sum pricing). All requests for information will be in writing to SUPPLIER. Time is of material importance during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension or termination of AGREEMENT.

43.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:

43.1 SUPPLIER will not assign, transfer, convey or otherwise dispose of AGREEMENT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of DISTRICT and any sureties.

44.0 AUTHORITY:

44.1 DISTRICT is bound only by DISTRICT agents acting within the actual scope of their authority. DISTRICT is not bound by actions of one who has apparent authority to act for DISTRICT. The acts of DISTRICT agents which exceed their contracting authority do not bind DISTRICT.

45.0 NON-ENDORSEMENT:

45.1 As a result of the selection of SUPPLIER to supply goods or services, DISTRICT is neither endorsing nor suggesting that SUPPLIER'S service is the best or only solution. SUPPLIER agrees to make no reference to DISTRICT in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of DISTRICT.

45.2 The SUPPLIER may not publish or sell any information from or about this AGREEMENT without the prior written consent of the DISTRICT. This restriction applies to the use of the DISTRICT'S name in a general list of customers as the DISTRICT prohibits the use of its name to represent an express or implied endorsement of the SUPPLIER or its services.

46.0 CONFIDENTIALITY; PUBLIC RECORDS:

46.1 The DISTRICT acknowledges that the information that the SUPPLIER submits to the DISTRICT in connection with this Agreement and the performance hereof is the SUPPLIER's confidential and proprietary information. Notwithstanding the foregoing, the parties acknowledge that the DISTRICT is a public agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of DISTRICT's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Unless expressly permitted by the Nevada Public Records law, the DISTRICT agrees not the disclose any information labeled as "CONFIDENTIAL" to third parties without the SUPPLIER's written consent.

47.0 TITLE AND RISK OF LOSS:

47.1 The title and risk of loss of material or service shall not pass to DISTRICT until material is delivered to the specific location pursuant to the applicable INCOTERM.

48.0 USE BY OTHER GOVERNMENT ENTITIES:

48.1 Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

49.0 ENGLISH SPEAKING REPRESENTATIVE:

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49.1 DISTRICT requires SUPPLIER always have one person capable of clear communication in the English language on site during the hours that service is required. Failure to meet this requirement shall constitute a breach of Agreement and may result in the termination of AGREEMENT.

50.0 LOCATION AND HOURS:

50.1 Deliveries shall be made to the Enter Delivery Location, Monday through Friday (excluding DISTRICT'S holidays), between the hours of Enter Delivery Hours 7:00 AM- 3:30 PM.

51.0 TRAINING:

51.1 DISTRICT may periodically require SUPPLIER to provide training. Training shall be provided to DISTRICT'S personnel by a qualified OEM representative or certified SUPPLIER'S personnel. The training shall consist of proper maintenance and operation techniques, including care and maintenance of the product which will certify DISTRICT maintenance personnel to conduct and complete "MINOR" (i.e., conducted in accordance with sequential increments of every 3,000 hours etc.) hour maintenance per SOW section 3.0 or as requested by DISTRICT designated representative. The training shall take place at a location designated by DISTRICT'S designated representative. SUPPLIER shall provide all hands-on-training, materials, workbooks, etc. for approximately four (4) DISTRICT personnel per session. Upon completion of training all DISTRICT personnel who satisfied the minimum core functional requirements shall receive a Certificate of Completion from the SUPPLIER.

52.0 SAFETY REQUIREMENTS:

52.1 The safety of SUPPLIER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of SUPPLIER. SUPPLIER, its employees, and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. DISTRICT will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to DISTRICT'S representative. If barricades are needed to ensure safety, the SUPPLIER shall provide them at no cost to DISTRICT.

53.0 RESPONSIBILITY FOR WORK SECURITY:

53.1 SUPPLIER shall at all times conduct all operations under AGREEMENT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUPPLIER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, DISTRICT'S property, and the work site. SUPPLIER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

53.2 SUPPLIER shall comply with all applicable laws and regulations. SUPPLIER shall cooperate with DISTRICT on all security matters and shall promptly comply with any project security requirements established by DISTRICT. Such compliance with these security requirements shall not relieve SUPPLIER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUPPLIER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

53.3 SUPPLIER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to DISTRICT in a timely manner.

54.0 PROHIBITED ACTIVITIES WHILE ON DISTRICT'S PROPERTIES:

54.1 The activities prohibited by SUPPLIER'S employees during performance of services include but are not limited to the following: using DISTRICT'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating DISTRICT'S employees'

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food from the break rooms or elsewhere; placing personal or business, long distance, and directory assistance phone calls. Being under the influence of or use of alcohol or drugs while on DISTRICT'S property is prohibited.

55.0 INGRESS AND EGRESS OF FACILITIES:

55.1 SUPPLIER'S employees must notify DISTRICT'S Designated Representative or designee before entering and exiting any of DISTRICT'S facilities to perform all services. SUPPLIER will be provided with a list of DISTRICT'S Designated Representatives or designee for each of DISTRICT'S facilities.

56.0 DAMAGE TO DISTRICT PROPERTY:

56.1 SUPPLIER shall perform all work in such manner that does not damage DISTRICT property. In the event damage occurs to DISTRICT property or adjacent property by reason of services performed under AGREEMENT, SUPPLIER shall replace or repair the same at no cost to DISTRICT. If damage caused by SUPPLIER has to be repaired or replaced by DISTRICT, the cost of such work shall be deducted from monies due SUPPLIER.

57.0 INVOICING REQUIREMENT:

57.1 This AGREEMENT may represent the requirements from numerous DISTRICT departments. Each using department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUPPLIER will identify the department or division for which supplies, and services are required and list the location where associated invoices shall be sent.

57.2 SUPPLIER shall comply with the invoice requirements contained in the General Conditions of this bid. SUPPLIER shall be aware that per NRS 244.250, DISTRICT is precluded from payment of invoices submitted beyond six (6) months from the date SUPPLIER performs the services.

58.0 DISPUTES:

58.1 Any dispute relating to AGREEMENT after award shall be resolved through good faith efforts upon the part of SUPPLIER and DISTRICT. At all times, SUPPLIER shall carry on the work and maintain his/her progress schedule in accordance with the requirements of AGREEMENT and the determination of DISTRICT, pending resolution of any dispute.

58.2 In case of failure to resolve through good faith efforts, controversy or claim arising out of or relating this AGREEMENT, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Las Vegas, Nevada by three arbitrators selected according to applicable arbitration rules.

59.0 AIR POLLUTION:

59.1 SUPPLIER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

60.0 STORAGE OF MATERIALS:

60.1 SUPPLIER is responsible for storage of any materials. DISTRICT is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes.

61.0 CLEANING UP:

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61.1 SUPPLIER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUPPLIER shall promptly remove all its equipment, temporary structures, and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUPPLIER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUPPLIER shall leave the premises and work site in a neat, clean, and safe condition. In the event of SUPPLIER'S failure to comply with the foregoing, DISTRICT may accomplish the same at SUPPLIER'S expense.

62.0 PRICE ADJUSTMENT REQUESTS:

62.1 Commencing on contract award, prices shall not be subject to change during the initial first year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of the annual contract renewal date to the Clark County Water Reclamation District, Purchasing Administrator, 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price increases shall not be retroactive. A price adjustment can only occur if SUPPLIER has been notified in writing of DISTRICT'S approval of the new Price(s). Only one written price adjustment request(s) will be accepted from SUCCESSFUL BIDDER annually.

62.2 Suitable Proof - (Hourly Rate Increase):

62.2.1 Print-out of U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Area ("CPI-U") index and calculated increase, Letter from Manufacturer/ Distributor, and/or

62.3 Percentage Discount:

62.3.1 The pricing for agreement is based on a percentage discount from the Manufacturer's Published Price List(s). The percentage discount may be adjusted annually during the term of agreement but said Price List(s) may be updated as necessary. The Price List(s) which is part of this agreement must be current and in effect at the time of execution of this agreement, and/or

63.0 STATE OF NEVADA LEGAL HOLIDAYS:

63.1 SUPPLIER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

63.1.1 Martin Luther King's Birthday

63.1.2 Presidents' Day

63.1.3 Memorial Day

63.1.4 Independence Day

63.1.5 Labor Day

63.1.6 Nevada Admission Day

63.1.7 Veteran's Day

63.1.8 Thanksgiving Day and the Friday After

63.1.9 Christmas Day

63.1.10 New Year's Day

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63.2 SUPPLIER is required to verify dates with DISTRICT'S representative prior to the commencement of work.

LIMITATION OF LIABILITY:

64.1 Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

64.1.1 In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Supplier, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to DISTRICT, nor DISTRICT to SUPPLIER, for any indirect, special, incidental or consequential damages of any nature, or for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital. The foregoing exclusion shall not apply to the DISTRICT's obligation to pay the contract price, to any additional compensation provided for under the contract (i.e., change orders), or amounts payable upon the DISTRICT's termination for convenience.

64.1.2 The aggregate liability of SUPPLIER, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price, exclusive only of the following: (1) SUPPLIER's aggregate liability for breach of its confidentiality obligations set forth in this Agreement, Physical Property Damage and Intellectual Property indemnification hereunder is capped at \$1,000,000, (2) SUPPLIER's aggregate liability for its indemnification obligations for bodily injury (including death) claims shall not be limited.

64.1.3 The limitations and exclusions of liability set forth in this Sub-Section 63.1 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise.

64.1.4 All liability of SUPPLIER, its officers, directors, employees, subcontractors, suppliers, or affiliated companies, resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement; provided, however, all indemnity obligations shall survive termination or expiration of this Agreement.

ISRAEL BOYCOTT DISCLAIMER:

65.1 In accordance with NRS 332.065, by executing this AGREEMENT, the SUPPLIER certifies that it is not currently engaged in, and for the duration of the Term will not engage in, a boycott of Israel.

DATA PRIVACY AND SECURITY:

66.1 Nevada's data security laws (NRS Chapter 603A) require businesses to implement and maintain reasonable security measures and to encrypt Personal Information before electronically transmitting it outside of an internal secured network. "Personal Information" is a natural person's first name or first initial and last name in combination with any one or more of the following data elements: 1) social security number; 2) driver's license number or identification card number; 3) account number, credit card number or debit card number, in combination with any required security code, access code or password that would permit access to the person's financial account; 4) medical or health insurance identification number; and 5) a user name, unique identifier or email address in combination with a password or other information that would permit access to an account. Civil penalties, including money damages, may be awarded to an aggrieved party for violation of this law.

66.2 SUPPLIER shall comply with Nevada's data security laws and with the terms and conditions set forth in this AGREEMENT in its collection, receipt, transmission, storage, disposal, use and disclosure of Personal Information transmitted to it by the DISTRICT.

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- 66.3 SUPPLIER shall implement administrative, physical and technical safeguards to protect Personal Information from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this AGREEMENT.
- 66.4 SUPPLIER agrees to notify the DISTRICT, without unreasonable delay and in the most expedient time possible, of a security breach where unencrypted Personal Information transferred to SUPPLIER by the DISTRICT was, or is reasonably believed to have been, acquired by an unauthorized person.
- 67.0 AUTHORIZED REPRESENTATIVE:**
- 67.1 The individual signing the Offer and Acceptance Form (Exhibit I) provided within this AGREEMENT, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in matters relating to this AGREEMENT. A corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of offer.

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SECTION B – SPECIFICATIONS/SCOPE OF WORK

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1.0 INTENT:

1.1 The purpose of this AGREEMENT is for the DISTRICT to both effectively and efficiently procure various [Centrifuge Servicing, Training, Maintenance and Repair Services], which are utilized by the DISTRICT to support its ongoing operational needs. SUPPLIER shall utilize **EXHIBIT III (Pricing Sheet)** to provide their list price, any applicable discounts, and discounted rates per each identified item. For consistency, SUPPLIER shall provide information as requested within **EXHIBIT III (Pricing Sheet)** for each of the items listed (Group 1) and the labor components for the technical repair services (Group 2). Availability and local field technical support are highly valued, depending on the example item and general complexities of its use and repair/installation which may require specific support services.

2.0 SCOPE OF SERVICES:

2.1 The Supplier shall furnish all labor, tools, parts, materials, supervision, transportation, and incidentals necessary to provide Centrifuge Servicing, Training, Maintenance and Repair Services. Primarily, the Supplier shall be required to provide on-site and hands-on-training to DISTRICT personnel for minor routine services and/or provide major routine technical services for eight (8) ANDRITZ D7LLC30CHP Centrifuges per the hourly rates and parts as referenced within **Exhibit III (Pricing Sheet)**. Performance for any services described herein shall be initiated by a Purchase Order (PO) issued on behalf of the DISTRICT to the SUPPLIER.

2.2 The SUPPLIER shall provide Centrifuge Servicing, Training, Maintenance and Repair Services to the DISTRICT. The DISTRICT seeks a SUPPLIER who can anticipate the needs and requirements of the DISTRICT; demonstrating the knowledge of any and all applicable industry standards, laws and/or regulations; and possess the willingness and ability to distribute market to and service the DISTRICT.

2.3 The SUPPLIER shall be responsible for providing 1) the latest edition published price catalogs at no charge to the DISTRICT without limitation as to quantity for the term of this AGREEMENT; 2) the SUPPLIER's actual invoice cost from the manufacturer and/or pricing agreements with manufacturer's or Contractor which have been negotiated by the SUPPLIER on behalf of the DISTRICT; and 3) an authorized Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by the DISTRICT.

2.4 The SUPPLIER shall be named as a Sole-Source, Authorized Distributor of Record (ADR) by the manufacturer and shall be required to provide such record/sole-source letter to the DISTRICT annually, within sixty (60) days prior to each renewal period.

3.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:

3.1 **Industry Standards:** As they are generally understood and accepted within that industry across the nation, SUPPLIER will be deemed to be intimately familiar with the industry standards for items referenced. With this knowledge SUPPLIER is instructed to price accordingly and properly identify the accepted industry standard.

4.0 OUT OF STOCK/DISCONTINUED/RECALL NOTIFICATION:

4.1 The SUPPLIER shall immediately notify the Designated DISTRICT Representative via email upon receipt of orders when an out-of-stock, discontinued or recall item(s) occur. The SUPPLIER shall inform the Designated DISTRICT Representative the anticipated date of availability for the out-of-stock, discontinued or recall item(s), and may suggest equivalent substitutes. The ordering DISTRICT Department(s) shall have the option of accepting the equivalent or canceling the item from the order. Under no circumstances is the SUPPLIER permitted to make unauthorized substitution(s).

5.0 REPORTS:

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- 5.1 The SUPPLIER shall submit to the DISTRICT in electronic format a servicing and maintenance report in such forms as may be approved by the DISTRICT. A complete and accurate service report describing all services, work detail and parts replaced including all rectification work, and any diagnostic evaluation performed to verify integrity of said centrifuges must be furnished to the DISTRICT'S Designated Representative or designee upon completion of the work or within 2 weeks from the completion of the periodic servicing and maintenance work. Failure to supply such report shall be cause for delay of payment of the invoice(s) to the SUPPLIER. The service report must match the invoice in terms of work performed and the cost must match the price(s) in the Pricing Sheet, for the services performed. A report shall be submitted to the DISTRICT'S Designated Representative or designee within the first 30 days for approval.
- 5.2 Each service report must contain, at a minimum, the following information:
- 5.2.1 Name and address of the District location where service was performed;
- 5.2.2 Date service was performed;
- 5.2.3 Location of equipment within the District Facility;
- 5.2.4 Name of inspector and date of the report;
- 5.2.5 Name brand and serial number of equipment;
- 5.2.6 Type and size of each equipment item serviced;
- 5.2.7 All services and repairs conducted to each unit and a recommendation of future repairs etc.;
- 5.2.8 Condemned equipment serial number(s);
- 5.2.9 Signature of Supplier's inspector.

DISTRICT SITES:

- 6.1 The DISTRICT sites/locations and hours of operation are as follows:

SITE/LOCATION	HOURS OF OPERATION & DAYS OF OPERATION
5857 E. Flamingo Rd., Las Vegas, NV 89122	7:00 am - 3:30 pm Monday through Friday

SERVICING REQUIREMENTS:

- 7.1 All items/services are to be delivered/scheduled as soon as possible after purchase order(s) are issued, following accepted shipping and/or back ordering methods. Back orders shall be filled within 10 business days. Items undeliverable within this period require contacting the DISTRICT Purchasing Administrator or designee so that Departmental end-users may be updated and/or alternative procurement methodologies can be pursued.
- 7.2 The SUPPLIER is not permitted to place a hold on partial deliveries in anticipation of beating the 10 day deadline with full orders. Equipment and/or Supplies must always be delivered ASAP to the DISTRICT'S receiving dock or designated location as requested.
- 7.3 Shipments made to outlying areas should be made with the same urgency and attention as the direct shipments to the DISTRICT'S warehouse. ANDRITZ Centrifuges shipped direct to outlying areas (i.e., Laughlin) should be made by best available method. UPS/FED EX or equal is preferable for items that are of appropriate size and weight. Common carrier may be used for items that cannot be shipped UPS/FED EX or equal.

TRAINING FOR MINOR ROUTINE SERVICES:

SECTION B – SPECIFICATIONS/SCOPE OF WORK

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- 8.1 SUPPLIER shall conduct training and certify DISTRICT personnel (per **Section A – General Terms and Conditions, Provision 51.0 Training**) to perform minor routine servicing, inspections, and preventative maintenance (i.e., to be conducted in accordance with sequential increments of every 3,000 hours etc.). The training shall cover how to perform inspections, cleaning, lubricating, greasing, testing, calibration, tuning and all tasks required ensuring the proper, smooth, continuous, and reliable operations of the centrifuges.
- 8.2 Subsequently to training, Trained/Certified DISTRICT personnel will be qualified/certified by SUPPLIER to perform minor routine servicing, inspection, and preventative maintenance every six (6) months by conducting the following activities:
- 8.2.1 Checking the performance of the complete installation, including adjusting various controls as and when technically necessary.
- 8.2.2 Inspection and checking all connections for leakage and notify the DISTRICT Designated Facilities Manager or designee as and when necessary.
- 8.2.3 Checking all components of a centrifuge to include as a minimum:
- 8.2.3.1 Centrifuge operation, vibration, and abnormal noise.
- 8.2.3.2 Temperature of main bearings and bearing noise.
- 8.2.3.3 Temperature of twin-bearing housing at drive.
- 8.2.3.4 Temperature of oil pump motor.
- 8.2.3.5 Oil temperature to and from oil cooler.
- 8.2.3.6 Adequate flow at flow monitors for forced oil lubrication.
- 8.2.3.7 Oil level at oil indicator on oil tank between minimum and maximum.
- 8.2.3.8 Oil pressure at pressure gauge.
- 8.2.3.9 Current consumption of main drive motor.
- 8.2.3.10 Lubrication of bearings, seals.
- 8.2.3.11 V-belt tension.
- 8.2.4 Lubrication of all moving parts with proper lubrication/grease where necessary, except for greasing of the scroll conveyor bearings.
- 8.2.5 Oil System Check: Provide DISTRICT Designated Representative or designee with an oil sample for laboratory analysis for metals, silicate etc.
- 8.2.6 How to report in writing to the DISTRICT Designated Representative or designee any defect(s) discovered or observed in any part of the installation. Such report shall state fully the cause(s) of such defect(s).
- 8.2.7 How to record in the logbook and provide electronic copies to DISTRICT Designated Representative or designee of all maintenance and/or repair work carried out and initials all entries in the logbook. The electronic record to DISTRICT Designated Representative or designee will include all work completed, including any parts inspected or replaced, and any testing records for the analysis provided. Critical measurements on wear parts and any observations of other parts that may need to be replaced in the future. Additionally, for any parts that were replaced, provide an explanation of why the part was replaced and recommendations for operation of machinery that may

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prevent failure of the part in the future. Example: bearing replaced due to lack of lubrication, overload situation, normal wear etc. Recommend increase greasing interval, decrease greasing interval for over lubricated bearings. These records shall be provided within 10 business days of completion of work and include the serial number of the centrifuge as well as the current hours on the equipment as well as when the next scheduled maintenance is recommended.

9.0 MAJOR ROUTINE TECHNICAL SERVICES:

- 9.1 The SUPPLIER trained certified technician(s) will be needed to perform major routine technical services or perform other related services that cannot be performed by trained DISTRICT personnel. Services may include but are not limited to:
- 9.1.1 Conducting the complete (i.e. 36,000, 48,000 and 60,000 (to be conducted in accordance with sequential increments of every 12,000 hours etc.)) hour maintenance/breakdown services on the centrifuges.
- 9.1.2 Provide other technical related/repair services on non-operational and/or malfunctioning ANDRITZ Centrifuges and associated equipment (i.e., oil pump, VFD), which shall be performed by authorized/certified technician(s) and in strict accordance with the OEM repair guidelines and/or requirements.
- 9.2 The price of replacement part(s) and/or material(s) supplied for this AGREEMENT shall be the total original invoiced cost from manufacturer to the SUPPLIER plus percentage (%) markup or percentage (%) discount per the AGREEMENT **EXHIBIT III (Pricing Sheet)**.
- 9.3 All repair or replacement parts shall be equal or exceed the specifications for OEM repair or replacement parts.
- 9.4 **On-Site Maintenance/Repair Services:** Most maintenance/repair requirements will be conducted on-site at the DISTRICT'S designated location. SUPPLIER will be compensated at the hourly rate per **(Exhibit III) Pricing Sheet**. This hourly rate is to be inclusive of all labor, supervision, transportation, lodging, meals, and incidentals etc. necessary to complete the required task; no additional expenses will be authorized.
- 9.5 **Off-Site Maintenance/Repair Services:** There may be a need for the DISTRICT to ship equipment to be serviced/repared at SUPPLIERS place of business. SUPPLIER will be compensated at the hourly rate per **(Exhibit III) Pricing Sheet**. This hourly rate is to be inclusive of all labor, supervision, transportation, lodging, meals, and incidentals etc. necessary to complete the required task; no additional expenses will be authorized. Shipping charges of equipment to and from the SUPPLIER for all repairs shall be included on the SUPPLIER quote to the DISTRICT. The DISTRICT shall prepay shipping as a separate line item on the PO/Invoice, and the SUPPLIER shall make all shipping arrangements. All orders are to be packaged and shipped in a manner to not incur freight charges greater than the lowest prevailing commercially available rates unless otherwise directed.
- 9.6 The SUPPLIER shall submit the written major routine technical services and/or repair/replacement quote(s) with all ORIGINAL supporting documentation and estimated hours for completion of major routine technical services and/or repair/replacement quote(s) per the AGREEMENT **EXHIBIT III (Pricing Sheet)**, to the designated DISTRICT Representative within five (5) business days from request for review and final approval. Performance for any services described herein shall be initiated by a Purchase Order (PO) issued on behalf of the DISTRICT to the SUPPLIER.
- 9.7 When the 36,000, 48,000 and 60,000 (i.e., to be conducted in accordance with sequential increments of every 12,000 hours etc.) hour maintenance services are performed the DISTRICT will purchase two (2) complete gearboxes at the initial first year contract price per the AGREEMENT EXHIBIT III (Pricing Sheet), which will be retained by the DISTRICT as rotating spares. The SUPPLIER will be required to install the DISTRICT'S spare gearboxes and send the other two (2) removed gearboxes back to SUPPLIER facility for rebuild. DISTRICT shall pay the SUPPLIER for the labor and parts to rebuild the removed gearboxes in an amount not to exceed (NTE) contract price per the AGREEMENT EXHIBIT III (Pricing Sheet or 70% of the purchase price of a new gearbox. If repairs are estimated to exceed the NTE amount the DISTRICT will purchase a new gearbox as opposed to rebuilding the older one(s). To reiterate, the DISTRICT will retain the gearboxes and upon completion of each

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gearbox rebuild/repairs the spare rotating gearboxes will be used on the next scheduled Centrifuge(s) that are due for gearbox replacement.

10.0 REPAIR AND REPLACEMENT:

10.1 The SUPPLIER shall inspect, repair, and/or troubleshoot ANDRITZ Centrifuges component/part/unit in lieu of replacement unless the repair cost of the ANDRITZ Centrifuges component/part/unit exceeds seventy (70) percent of the cost for replacing it with a new item. Generally, the seventy (70) percent rule applies (with exception to gearboxes as referenced within SECTION B – SPECIFICATIONS/SCOPE OF WORK, Provision 9.0 Major Routine Technical Services, Item 9.7), however the DISTRICT reserves the right to purchase or repair units based upon the ANDRITZ Centrifuges economic evaluation and various operational considerations.

10.2 The Designated DISTRICT Representative must approve, in writing, the purchase of a new ANDRITZ Centrifuges component/part/unit in lieu of repair.

10.2.1 The replacement ANDRITZ Centrifuges component/part/unit shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same performance characteristic as the one being replaced and shall be of the “Highest Efficiency” ANDRITZ Centrifuges component/part/unit available. To reiterate, replacement shall be authorized in writing by the Designated DISTRICT Representative.

10.2.2 The replacement unit must meet the minimum specification requirements and be equal or better in material, craftsmanship, and performance as the replaced ANDRITZ Centrifuges component/part/unit.

10.2.3 The SUPPLIER shall use the discount percentage for the specified replaced ANDRITZ Centrifuges component/part/unit per the established rates as outlined within the AGREEMENT **EXHIBIT III (Pricing Sheet)**.

11.0 MAJOR/MINOR ROUTINE SCHEDULED SERVICES:

11.1 For each centrifuge installed, the qualified SUPPLIER’S trained certified technician(s) representative shall, at a minimum, perform the following scheduled **MAJOR ROUTINE INSPECTIONS AND SERVICING** and the trained/certified DISTRICT representative(s) shall, at a minimum, perform the following scheduled **MINOR ROUTINE INSPECTIONS AND SERVICING**: *Note: Hours outlined below are examples because the current maintenance hours could be more or less as to what is referenced within the Logbook (which, will serve as the official record for tracking the actual/current routine scheduled hours for each piece of equipment). Nevertheless, the DISTRICT will require MINOR ROUTINE SERVICES to be conducted in accordance with sequential increments of every 3,000 hours so forth...; and MAJOR ROUTINE SERVICES to be conducted in accordance with sequential increments of every 12,000 hours so forth....

11.1.1

Maintenance Schedule

11.1.1.1 (MINOR) Everyday – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
Cleanliness around the centrifuge	
Excessive vibration	
Excessive bearing noise	
Temperature of pillow blocks (must not exceed 80°C)	
Torque readings from OIT	
Leaks from Cyclo unit	
Product leakage from pillow block	
Deterioration of flexible connectors	

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11.1.1.2 (MINOR) 21,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

11.1.1.3 (MAJOR) 24,000 Hours – Conducted by SUPPLIER certified technician(s)

Control / Intervention	Consumables/Parts
General inspection	
Cyclo gearbox unit exchange (2-year warranty)	1 set of screws 1 cyclo gearbox exchange unit
Flexible coupling replacement	1 flexible coupling
Replacement of scroll thrust bearing	1 Bearing and grease
Replacement of high-speed bearings (feed & drive)	2 Bearings
Replace bowl nozzles	8 nozzles
Replace scroll nozzles	4 nozzles
Set of seals	1 complete set of seals
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Oil tank rinsing	
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Lubrication unit oil renewal	EP 68 oil
Replace belts	1 set of belts (1)

- (1) re-tighten the belts after 200 hours

11.1.1.4 (MINOR) 27,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

11.1.1.5 (MINOR) 30,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Crack check	*
Corrosion check	*
Scroll thrust bearing greasing	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Oil return bellows replacement – if needed	2 oil return bellows
Lubrication unit oil renewal	EP 68 oil

SECTION B – SPECIFICATIONS/SCOPE OF WORK

CBE NO. 230026

Replace belts	1 set of belts (8)
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*Replace if needed

11.1.1.6 (MINOR) 33,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

11.1.1.7 (MAJOR) 36,000 Hours – Conducted by SUPPLIER certified technician(s)

Control / Intervention	Consumables/Parts
General inspection	
Cyclo gearbox unit exchange (2-year warranty)	1 set of screws 1 cyclo gearbox exchange unit
Flexible coupling replacement	1 flexible coupling
Replacement of scroll thrust bearing	1 Bearing and grease
Replacement of high-speed bearings (feed & drive)	2 Bearings
Replace bowl nozzles	8 nozzles
Replace scroll nozzles	4 nozzles
Set of seals	1 complete set of seals
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Oil tank rinsing	
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Lubrication unit oil renewal	EP 68 oil
Replace belts	1 set of belts (1)

- (1) re-tighten the belts after 200 hours

11.1.1.8 (MINOR) 39,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

11.1.1.9 (MINOR) 42,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Crack check	*
Corrosion check	*
Scroll thrust bearing greasing	Bearing grease

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Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Oil return bellows replacement – if needed	2 oil return bellows
Lubrication unit oil renewal	EP 68 oil
Replace belts	1 set of belts (8)

*Replace if needed

11.1.1.10 (MINOR) 45,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

(MAJOR) 48,000 Hours – Conducted by SUPPLIER certified technician(s)

Control / Intervention	Consumables/Parts
General inspection	
Cyclo gearbox unit exchange (2-year warranty)	1 set of screws 1 cyclo gearbox exchange unit
Flexible coupling replacement	1 flexible coupling
Replacement of scroll thrust bearing	1 Bearing and grease
Replacement of high-speed bearings (feed & drive)	2 Bearings
Replace bowl nozzles	8 nozzles
Replace scroll nozzles	4 nozzles
Set of seals	1 complete set of seals
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Oil tank rinsing	
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Lubrication unit oil renewal	EP 68 oil
Replace belts	1 set of belts (1)

(MINOR) 51,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

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(MINOR) 54,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

(MINOR) 57,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

(MAJOR) 60,000 Hours – Conducted by SUPPLIER certified technician(s)

Control / Intervention	Consumables/Parts
General inspection	
Cyclo gearbox unit exchange (2-year warranty)	1 set of screws 1 cyclo gearbox exchange unit
Flexible coupling replacement	1 flexible coupling
Replacement of scroll thrust bearing	1 Bearing and grease
Replacement of high-speed bearings (feed & drive)	2 Bearings
Replace bowl nozzles	8 nozzles
Replace scroll nozzles	4 nozzles
Set of seals	1 complete set of seals
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Oil tank rinsing	
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Lubrication unit oil renewal	EP 68 oil
Replace belts	1 set of belts (1)

(MINOR) 63,000 Hours – Conducted by Trained/Certified DISTRICT personnel.

Control / Intervention	Consumables/Parts
General inspection	
Scroll thrust bearing greasing (1)	Bearing grease
Cyclo gearbox oil renewal and plug seals replacement	ISO 68 and 100 oil and 2 plug seals
Cartridge oil filter replacement	1 cartridge filter B 20 > 200
Tension drive belts	

SECTION B – SPECIFICATIONS/SCOPE OF WORK

CBE NO. 230026

12.0 GENERAL SERVICING REQUIREMENTS AND WORKMANSHIP:

- 12.1 All major routine work under this AGREEMENT shall be performed by personnel skilled and/or certified in the servicing, maintenance, and repair (or replacement) of all equipment, machinery, and controls as it pertains to the eight (8) ANDRITZ D7LLC30CHP Dewatering Centrifuges; and shall be executed in accordance with the best commercial, technical, and engineering practice. All equipment, plant, materials, parts, chemicals, and all other consumables used for the Dewatering Centrifuges servicing and maintenance work shall comply with SUPPLIER recommended procedures and practices for the relevant items.
- 12.2 The SUPPLIER shall provide the DISTRICT Designated Representative or designee with a 24-hour telephone number, mobile/pager number, and e-mail address for reporting any faults occurring to the centrifuges.
- 12.3 The SUPPLIER shall respond to any reported malfunctions to the centrifuges reported by the DISTRICT Designated Representative or designee, within 24 hours. The normal period of time for correction of the reported problem will be within 10 business days from notification of DISTRICT Designated Representative or designee as determined by the availability of stand by equipment with consent of the Designated Representative or designee.
- 12.4 The SUPPLIER shall be contractually bound to advise the DISTRICT Designated Representative or designee of any defects or deterioration in any part of the equipment/materials observed during major routine servicing and inspection and shall repair such defects.
- 12.5 Should the SUPPLIER propose to modify the centrifuges or associated equipment to facilitate repair work, SUPPLIER shall notify the DISTRICT Designated Representative or designee and obtain the consent in writing from the DISTRICT Designated Representative or designee to the proposed modification. The proposed modification shall not result in any increase in the cost of operation and/or any loss of performance. If the consent is given, the SUPPLIER shall carry out the work at SUPPLIER'S own expense at such time to be specified by the DISTRICT Designated Representative or designee.
- 12.6 All major routine maintenance and/or repair work shall be completed within a time to be agreed by the DISTRICT Designated Representative or designee. Any extension of time shall be subject to the approval of the DISTRICT Designated Representative or designee.
- 12.7 Safety Requirements: The SUPPLIER shall comply with all safety requirements and all safety codes of practice issued by the DISTRICT.
- 12.8 All tools required for servicing the Dewatering Centrifuges, shall be provided by the SUPPLIER and such tools shall remain onsite through the duration of the Agreement. All tools are property of the DISTRICT. SUPPLIER shall use these tools when conducting maintenance. If damage occurs to any tools, SUPPLIER will replace any damaged tools at no cost to the DISTRICT.
- 12.9 Extra Materials: A quantity of spare parts, materials and special tools are specified and provided under **EXHIBIT III (Pricing Sheet, Group 1)**.
- 12.9.1 Spare Parts: All parts will be stocked at SUPPLIER warehouse and will be delivered to the DISTRICT within twenty-four (24) hours (electrical parts excluded).

13.0 CORRECTIVE ACTION:

- 13.1 The SUPPLIER shall take corrective action on discrepancies noted during the major routine inspections and provide the DISTRICT'S Designated Representative or designee a written summary of all corrective action or discrepancies noted during the major routine inspections. Corrective actions taken must follow the procedures in strict accordance with OEM recommendations and any applicable federal, state and/or local laws. In addition, SUPPLIER will provide an electronic record to DISTRICT Designated Representative or designee of all work completed, including any parts inspected or replaced. Critical measurements on wear parts and any observations of other parts that may be

SECTION B – SPECIFICATIONS/SCOPE OF WORK

CBE NO. 230026

needed to be replaced in the future. Additionally, for any parts that were replaced, provide an explanation of why the part needed to be replaced and recommendations for operation of machinery that may prevent failure of the part in the future. Example: bearing replaced due to lack of lubrication, overload situation, normal wear etc. Recommend increase greasing interval, decrease greasing interval for over lubricated bearings. These records shall be provided within 10 business days of completion of work and include the serial number of the centrifuge as well as the current hours on the equipment as well as when the next scheduled major routine maintenance is recommended.

14.0 CONTACTS AFTER NORMAL HOURS:

14.1 Within the first 15 days after receipt of the PO from the DISTRICT, the SUPPLIER shall submit to the DISTRICT'S Designated Representative or designee, in writing, the contact information (office telephone number, mobile number, and e-mail) of his/her assigned Project Manager/Account Representative who will be available 24 hours per day, 7 days per week, 365 days per year to assist the DISTRICT with its request and to provide agreement management and oversight. Should another Project Manager/Account Representatives be assigned during the term of this AGREEMENT, it is the SUPPLIER'S responsibility to notify DISTRICT Designated Representative or designee in writing and within ten (10) calendar days of the change.

15.0 REMEDIES FOR DEFICIENT PERFORMANCE – PENALTIES:

15.1 If the DISTRICT determines that the SUPPLIER is significantly behind in its performance due to reasons solely attributable to the SUPPLIER, based upon the performance schedule provided to the DISTRICT by the SUPPLIER, the affected DISTRICT issued PO may be terminated due to failure to make progress. A termination due to failure to make progress may occur when the SUPPLIER fails to progress satisfactorily toward the completion of performance, even though the date for completing performance has not yet arrived. The termination will be upheld if the SUPPLIER'S performance has not progressed in such a way to permit meeting of the final performance date for reasons solely attributable to the SUPPLIER. Notwithstanding the foregoing, the SUPPLIER's liability under this Section 15.0 shall not exceed 5% of the affected PO's Price.

16.0 LICENSING REQUIREMENT (IF APPLICABLE):

16.1 If applicable, the SUPPLIER must be properly licensed per federal, state, or local requirements to conduct the services as specified within this agreement, no exceptions. If applicable, licensing documentation for the SUPPLIER needs to be submitted to the DISTRICT'S Designated Representative or designee within ten (10) business days upon request by the DISTRICT.

17.0 REPLACEMENT PARTS:

17.1 The SUPPLIER shall supply all OEM parts when required for all maintenance/repair work, no exceptions.

18.0 REMOVAL OF EQUIPMENT:

18.1 All Centrifuge equipment/parts removed from DISTRICT property shall be communicated and accompanied by any SUPPLIER form used for that purpose to the DISTRICT'S Designated Representative or designee.

19.0 STANDARD SERVICE RESPONSE:

19.1 Major routine inspections and maintenance services shall be provided within normal working hours, 7 a.m. to 3:30 p.m., Monday through Friday except for holidays.

19.2 Standard service response time shall be within 24 hours by phone.

19.3 SUPPLIER must call/e-mail the DISTRICT'S Designated Representative or designee in advance to schedule major routine inspections and maintenance services.

SECTION B – SPECIFICATIONS/SCOPE OF WORK
CBE NO. 230026

20.0 OTHER WORK/EMERGENCY SERVICES:

- 20.1 Within the general scope of this AGREEMENT, Other Work/Services may be required to meet the desired conditions and/or services not covered in the Major Routine Services requirement section of this AGREEMENT.
- 20.2 Other Services Request (OSR) quotations will be requested in writing by the DISTRICT'S Designated Representative or designee. The SUPPLIER shall provide the necessary quote within three business days to the DISTRICT'S Designated Representative or designee for review and approval. The quote must include a description of the services to be performed, performance schedule, estimated labor hours, required material/supplies/equipment (estimates/receipts from SUPPLIER provider(s) of required material) and other requirements set forth in the written notice. If quoted pricing is deemed to be fair and reasonable the SUPPLIER will be notified to proceed with the work by means of an issued PO. However, the DISTRICT'S Designated Representative or designee has the option to reject SUPPLIER quote or require resubmission with revised or additional information. Should DISTRICT Designated Representative or designee reject SUPPLIER'S quote and require resubmission, SUPPLIER shall resubmit a modified quote within two calendar days of the rejection. If the quoted pricing is not deemed to be fair and reasonable the DISTRICT reserves the right to negotiate the quote with the SUPPLIER. However, if an impasse were to occur between the SUPPLIER and the DISTRICT, the DISTRICT reserves the right to seek quotations from other qualified service providers for these Other Work/Services. The DISTRICT shall compensate the SUPPLIER for all work based upon the material and labor rates specified in **(Exhibit III) Pricing Sheet**.
- 20.3 Other Work/Services shall be performed in accordance with all requirements and specifications of the original AGREEMENT plus any special provisions issued to execute the work.
- 20.4 The time of performance shall be by mutual agreement between the SUPPLIER and the DISTRICT'S Designated Representative or designee, unless otherwise specified by the DISTRICT'S Designated Representative or designee.
- 20.5 The SUPPLIER compensation for Other Work/Services shall be in accordance with the AGREEMENT rates as outlined within **(Exhibit III) Pricing Sheet**.
- 20.5.1 The quoted fees shall include all costs for personnel, supervision, travel, equipment, tools, materials, parts, supplies and estimated work hours necessary to remedy/address the situation/issue.
- 20.5.2 When the Other Work/Services is done by the on-site crew in conjunction with SUPPLIER regular duties, the SUPPLIER shall not receive additional compensation for the labor.
- 20.5.3 When the Other Work/Services have been accomplished, the SUPPLIER shall issue a separate/independent invoice to the DISTRICT for these services and list/input the issued DISTRICT Purchase Order Number on the applicable Other Work/Services invoice.

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EXHIBIT I – OFFER AND ACCEPTANCE FORM
CBE NO.: 230026

SUPPLIER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS SPECIFIED WITHIN THIS AGREEMENT AND ANY WRITTEN EXCEPTIONS IN THE OFFER. SUPPLIER UNDERSTANDS THAT THE ITEMS IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE AGREEMENT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS AGREEMENT, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

Andritz Separation Inc
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): _____

Federal Identification Number: 59-3773483

By: [Signature]
(Signature of Authorized Officer or Agent)

Printed Name: ANN CROSSMAN

Title: VP FINANCE

Date: 5/25/2023

Address of Bidder: 1010 Commercial Blvd 3
Street Address or P.O. Box
Arlington, TX 76039
City – State – Zip Code

Telephone No. of Bidder: (817) 465-5611

Fax No. of Bidder: (817) 468-3961

E-mail Address of Bidder: Separation.VS@Andritz.Com

EXHIBIT II – BUSINESS DESIGNATION GROUP FORM
CBE NO.: 230026

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a MBE WBE PBE SBE NBE VET DVET. ESB LBE as defined below.

N/A

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

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

VETERAN OWNED BUSINESS ENTERPRISE (VET):

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

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):

A Nevada business at least 51 percent owned/controlled by a disabled veteran.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

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

EXHIBIT III – PRICING SHEET

CBE NO.: 230026

Andritz Centrifuge Servicing, Training, Maintenance and Repair Services

- 1) Please provide the pricing multiplier discount that will apply to a complete line of [ANDRITZ D7LLC30CHP Centrifuges] catalog products, options, repair parts & configuration / repair services which are referenced below: = 20%
- 2) Please provide "Example Pricing" on the Group 1 items, or equivalents, which shall be based upon current year catalog list pricing. Show both the list price and the discounted percent.

GROUP 1 –ANDRITZ CENTRIFUGE SERVICING AND REPAIR PARTS –										
LINE ITEM	DESCRIPTION OF PART	U/M	SUPPLIER PART NO.	SUPPLIER PRICE	SUPPLIER LIST PRICE	SUPPLIER DISCOUNT %	DISCOUNTED PRICE (LIST PRICE – DISCOUNT %)	EST. QTY.	TOTAL EXAMPLE PRICE (DISCOUNTED PRICE X EST. QTY.) =	
1	Drive Belts DWG 42899-0, POS 39 <i>(FORMERLY 131156125)</i>	Each	131473414	\$83.80		10%	\$75.42	64	\$4,826.88	
2	Sediments casing DWG 42901-0, POS 1	Each	131699512	\$1,425.83		10%	\$1,283.25	8	\$10,266.00	
3	Cellular Silicone Band DWG 42901-0, POS 25	Each	131882457	\$18.61		10%	\$16.75	400ft	\$6,700	
4	O-ring DWG 43689, POS 6	Each	131032028	\$10.37		10%	\$9.33	16	\$149.28	
5	Bearing DWG 43689, POS 12	Each	131184077	\$2,171.81		10%	\$1,954.63	8	\$15,637.04	
6	O-ring DWG 43689, POS 26	Each	131128747	\$4.06		10%	\$3.65	16	\$58.40	
7	O-ring DWG 43689, POS 27	Each	131046516	\$4.48		10%	\$4.03	8	\$32.24	
8	Joint DWG 43689-0, POS 39	Each	131184074	\$80.83		10%	\$72.75	16	\$1,164.00	
9	O-ring DWG 43689, POS 40	Each	131183716	\$156.42		10%	\$140.78	8	\$1,126.24	
10	O-ring DWG 43689, POS 41	Each	131031874	\$3.28		10%	\$2.95	8	\$23.60	
11	Bearing DWG 43689, POS 42	Each	131045808	\$1,118.28		10%	\$1,006.45	8	\$8,051.60	
12	Joint DWG 43689-0, POS 43	Each	131073758	\$1.49		10%	\$1.34	8	\$10.72	
13	Plate Product Deflector DWG 43689-0, POS 44	Each	132281771	\$4.36		10%	\$3.92	16	\$62.72	
14	O-ring DWG 43689, POS 49 Duplicate	Each	131183949	\$30.52		10%	\$27.47	8	\$219.76	
15	Joint DWG 43689-0, POS 50	Each	131184075	\$53.57		10%	\$48.21	8	\$385.68	
16	Hose DWG 43689-0, POS 53	Each	131410697	\$23.86		10%	\$21.47	8	\$171.76	
17	Ring Segment DWG 40886-0, POS 2	Each	131284998	\$239.80		10%	\$215.82	8	\$1,726.56	

EXHIBIT III – PRICING SHEET
CBE NO.: 230026

18	Spline DWG 40886-0, POS 3	Each	131284716	\$197.29	10%	\$177.56	8	\$1,420.48
19	Coupling DWG 42903-0, POS 4	Each	131130043	\$705.10	10%	\$634.59	8	\$5,076.72
20	Gearbox Complete	Each	202301085	\$102,095.00	10%	\$91,885.50	8	\$735,084.00
21	Bearing DWG 42904-1, POS 2	Each	131184078	\$3,083.42	10%	\$2,775.08	8	\$22,200.64
22	O-ring DWG 42904-1, POS 14	Each	131032028	\$10.37	10%	\$9.33	16	\$149.28
23	Seal DWG 42904-1, POS 23	Each	132281771	\$4.36	10%	\$3.92	16	\$62.72
24	Lip ring DWG 42904-1, POS 37	Each	131282003	\$90.21	10%	\$81.19	8	\$649.52
25	Nozzle DWG 42900-0, POS 3 & 9	Each	201861299	\$1,136.73	10%	\$1,023.06	64	\$65,475.84
26	O-ring DWG 42900-0, POS 4	Each	132449236	\$1.79	10%	\$1.61	64	\$103.04
27	O-ring DWG 42900-0, POS 5	Each	131183949	\$30.52	10%	\$27.47	8	\$219.76
28	O-ring DWG 42905-0, POS 5	Each	131215627	\$2.07	10%	\$1.86	8	\$14.88
29	O-ring DWG 42905-0, POS 6	Each	131088707	\$8.74	10%	\$7.87	8	\$62.96
30	Lip Seal DWG 42905-0, POS 7	Each	100023443	\$42.45	10%	\$38.21	8	\$305.68
31	Bearing DWG 42905-0, POS 8	Each	131045434	\$823.96	10%	\$741.56	16	\$11,864.96
32	O-ring DWG 42905-0, POS 11 (FORMERLY 131168750)	Each	131320457	\$5.65	10%	\$5.09	8	\$40.72
33	O-ring DWG 42905-0, POS 12	Each	131320474	\$5.06	10%	\$4.55	8	\$36.40
34	O-ring DWG 42905-0, POS 13	Each	131320522	\$7.26	10%	\$6.53	8	\$52.24
35	Nozzle DWG 42905-0, POS 14 & 15	Each	201910421	\$1,236.56	10%	\$1,112.90	32	\$35,612.80
36	Glyd Ring DWG 42905-0, POS 19	Each	131258234	\$220.35	10%	\$198.32	8	\$1,586.56
37	O-ring DWG 42905-0, POS 20 (FORMERLY 131050540)	Each	131128710	\$19.58	10%	\$17.62	8	\$140.96
38	Oil Filter (FORMERLY 129999999)	Each	133122706	\$86.50	10%	\$77.85	8	\$622.80
39	Lube System Oil	Each	131470624 (gal)	\$84.36	10%	\$75.92	1280	\$97,177.60
40	Gear Box Oil	Each	131892493 (gal)	\$118.58	10%	\$106.72	160	\$17,075.20
41	SKFLGMT2 Grease	Each	131411051	\$13.38	10%	\$12.04	56	\$674.424
42	Hydraulic Filter Element (NO LONER USED)	Each	131394912		10%		8	

EXHIBIT III – PRICING SHEET

CBE NO.: 230026

GROUP 1 SUB-TOTAL AMOUNT

\$1,046,322.66

GROUP 2 –LABOR RATE

LINE ITEM	DESCRIPTION OF SERVICES	U/M	UNIT PRICE	EST. QTY	EXTENDED TOTAL (UNIT PRICE X EST. QTY.) =
43	Standard Labor Rate-SUPPLIER (On-site) Certified Technician (rate shall be inclusive of all labor, supervision, tools, transportation and incidentals necessary to conduct the work).	HR	\$ 265.00	800	\$212,000.00
44	Standard Labor Rate-SUPPLIER (Off-site) Certified Technician (rate shall be inclusive of all labor, supervision, tools, transportation and incidentals necessary to conduct the work).	HR	\$ 265.00	50	\$29,250.00 (includes freight \$16,000 per one shipping)
45	Emergency Services Labor Rate-SUPPLIER (On-site) Certified Technician (rate shall be inclusive of all labor, supervision, tools, transportation and incidentals necessary to conduct the work).	HR	\$ 265.00	25	\$6,625.00
46	Other Work Services Labor Rate-SUPPLIER (On-site) Certified Technician (rate shall be inclusive of all labor, supervision, tools, transportation and incidentals necessary to conduct the work).	HR	\$ 265.00	25	\$6,625.00
47	Standard Labor Rate-SUPPLIER (On-site) Certified Trainer (rate shall be inclusive of all labor, supervision, tools, materials, workbooks, transportation and incidentals necessary to conduct the training).	HR	\$ 265.00	40	\$10,600.00
GROUP 2 SUB-TOTAL AMOUNT					\$265,100.00

PER SECTION A – GENERAL TERMS AND CONDITIONS, PROVISION 30.0:

SUPPLIER DISCOUNTED TERMS OF PAYMENT: _____ NA _____ %, _____ NA _____ calendar days, if offered/applicable by SUPPLIER

SUPPLIER STANDARD DELIVERY TIMEFRAME:

_____ Calendar days (Maximum 120 calendar days)

EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

CBE NO.: 230026

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor’s Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

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

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

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

EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

CBE NO.: 230026

Business Entity Type (Please select one)

Sole Proprietorship
 Partnership
 Limited Liability Company
 Corporation
 Trust
 Non-Profit Organization
 Other

Business Designation Group (Please select all that apply)

MBE
 WBE
 SBE
 PBE
 VET
 DVET
 ESB
 Minority Business Enterprise
 Women-Owned Business Enterprise
 Small Business Enterprise
 Physically Challenged Business Enterprise
 Veteran Owned Business
 Disabled Veteran Owned Business
 Emerging Small Business

N/A

Number of Clark County Nevada Residents Employed: 5

Corporate/Business Entity Name: <u>Andritz Separation Inc</u>	
(Include d.b.a., if applicable)	
Street Address: <u>1010 Commercial Blvd S.</u>	Website: <u>www.andritz.com</u>
City, State and Zip Code: <u>Arlington, TX 76001</u>	POC Name: <u>Robert King</u>
Telephone No: <u>817-465-5611</u>	Email: <u>robert.king@andritz.com</u>
Nevada Local Street Address: <u>5458 Stephanie St</u>	Website: <u>www.andritz.com</u>
(If different from above)	
City, State and Zip Code: <u>LAS Vegas, NV 89122</u>	Local Fax No:
Local Telephone No: <u>817-375-4417</u>	Local POC Name: <u>Billy Greenlee Gen. Mgr.</u>
	Email: <u>billy.greenlee@andritz.com</u>

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

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

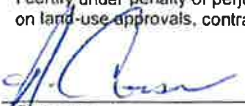
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Andritz USA, Inc</u>	<u>Corp</u>	<u>100%</u>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? Yes No

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

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


 Signature
VP Finance
 Title

Alan Crossman
 Print Name
3/25/2023
 Date

EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
CBE NO.: 230026

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

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

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

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

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

EXHIBIT V – BUSINESS LICENSE INFORMATION FORM
CBE NO.: 230026

BUSINESS LICENSE INFORMATION

CURRENT STATE: **LICENSE NO.**

ISSUE DATE: **EXPIRATION DATE:**

CURRENT COUNTY: **LICENSE NO.**

ISSUE DATE: **EXPIRATION DATE:**

CURRENT CITY: **LICENSE NO.**

ISSUE DATE: **EXPIRATION DATE:**

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ATTACHMENT "A" – INSURANCE REQUIREMENTS

CBE NO.: 230026

TO ENSURE COMPLIANCE WITH THE CBE DOCUMENT, SUPPLIER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1.0 FORMAT / TIME:

1.1 SUPPLIER shall provide DISTRICT with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, before going on-site. All policy certificates shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance and shall be maintained for the duration of CONTRACT and any renewal periods.

2.0 BEST KEY RATING:

2.1 DISTRICT requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A-.VII or higher, which shall be fully disclosed.

3.0 DISTRICT COVERAGE:

3.1 DISTRICT, its officers and employees must be covered as additional insured except on workers' compensation insurance coverage's. SUPPLIER'S insurance shall be primary as respects DISTRICT, its officers, and employees.

4.0 ENDORSEMENT / CANCELLATION:

4.1 SUPPLIER'S commercial general liability and automobile liability insurance policy shall be endorsed to recognize SUPPLIER'S contractual obligation of additional insured to DISTRICT. DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy cancellations by Supplier.

5.0 DEDUCTIBLES:

5.1 All deductibles and self-insured retentions shall be paid by Supplier.

6.0 AGGREGATE LIMITS:

6.1 If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must be **\$2,000,000**.

7.0 COMMERCIAL GENERAL LIABILITY:

7.1 Subject to paragraph 6 of this attachment, SUPPLIER shall maintain limits of \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8.0 AUTOMOBILE LIABILITY:

8.1 Subject to paragraph 6 of this attachment, SUPPLIER shall maintain limits of **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all claims for injuries to persons or damages to property which may arise from services rendered by SUPPLIER and **any auto** used for the performance of services under CONTRACT.

9.0 RESERVED:

10.0 WORKERS' COMPENSATION:

10.1 SUPPLIER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued

ATTACHMENT "A" – INSURANCE REQUIREMENTS

CBE NO.: 230026

by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11.0 FAILURE TO MAINTAIN COVERAGE:

11.1 If SUPPLIER fails to maintain any of the insurance coverages required herein, DISTRICT may order SUPPLIER to stop the work, declare SUPPLIER in breach, suspend or terminate CONTRACT, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUPPLIER or deduct the amount paid from any sums due SUPPLIER under CONTRACT.

12.0 ADDITIONAL INSURANCE:

12.1 SUPPLIER is encouraged to purchase any such additional insurance as it deems necessary.

13.0 NOT APPLICABLE.

14.0 COST:

14.1 SUPPLIER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15.0 INSURANCE SUBMITTAL ADDRESS:

15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

16.0 INSURANCE FORM INSTRUCTIONS:

16.1 The following information must be filled in by SUPPLIERS' Insurance Company representative:

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 SUPPLIER'S name, complete address, phone and fax numbers.

16.1.4 Commercial General Liability (Per Occurrence)

16.1.4.1 Policy Number

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

16.1.4.4 General Aggregate (\$2,000,000)

16.1.4.5 Products - Completed Operations Aggregate (\$2,000,000)

16.1.4.6 Personal & Advertising Injury (\$1,000,000)

16.1.4.7 Each Occurrence (\$1,000,000)

16.1.4.8 Fire Damage (\$50,000)

16.1.4.9 Medical Expenses (\$5,000)

**ATTACHMENT "A" – INSURANCE REQUIREMENTS
CBE NO.: 230026**

16.1.5 Automobile Liability (Any Auto)

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit (\$1,000,000)

16.1.6 Worker's Compensation

16.1.7 RESERVED

16.1.8 Description: CBE No. 230026 for Centrifuge Servicing, Maintenance and Repair Services (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

16.1.9.1 Clark County Water Reclamation District
c/o Procurement Solutions Section
5857 East Flamingo Road
Las Vegas, Nevada 89122

16.1.10 Appointed Agent Signature to include license number and issuing state.

ATTACHMENT "A" – INSURANCE REQUIREMENTS

CBE NO.: 230026

CLARK COUNTY CERTIFICATE OF INSURANCE					ISSUED DAY (MM/DD/YY)
PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			3. BEST RATING
		COMPANIES AFFORDING COVERAGE			
INSURED 2. SUPPLIER'S NAME, ADDRESS, PHONE & FAX NUMBERS		COMPANY LETTER A			
		COMPANY LETTER B			
		COMPANY LETTER C			
		COMPANY LETTER D			
		COMPANY LETTER E			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE \$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire) \$(H) 50,000
	DEDUCTIBLE \$ _____				MED. EXPENSE (Any one person) \$(I) 5,000
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
DEDUCTIBLE \$ _____					
6.	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE POLICY LIMIT \$
					DISEASE EACH EMPLOYEE \$
7.	NA	(N)	(O)	(P)	AGGREGATE \$(Q)
8.	NA	(R)	(S)	(T)	LIMIT (PER OCCURRENCE) \$(U)
9. DESCRIPTION OF BID: CBE NO. 230026, Centrifuge Servicing, Maintenance and Repair Services					
10. CERTIFICATE HOLDER CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SECTION 5857 E. FLAMINGO RD LAS VEGAS, NV 89122		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
		11. APPOINTED AGENT SIGNATURE _____ INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____			

**ATTACHMENT "A" – INSURANCE REQUIREMENTS
CBE NO.: 230026**

BID NUMBER AND PROJECT NAME: _____

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PROCUREMENT SOLUTIONS SECTION
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

N/A

**ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)
CBE NO.: 230026**

I, _____, on behalf of my company, _____ being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

- 1.0 I am a Sole Proprietor;
- 2.0 I will not use the services of any employees in the performance of Agreement, identified as CBE No. 230026, entitled; Centrifuge Servicing, Maintenance and Repair Services
- 3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
- 4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____,

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**END OF COMPETITIVE BID EXCEPTION (CBE)
AGREEMENT NO.: 230026**

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