



**CLARK COUNTY WATER
RECLAMATION DISTRICT**
COMPETITIVE BID EXCEPTION (CBE)
AGREEMENT NO.: 210036

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

DESCRIPTION OF GOODS/SERVICES

Manufacturer Authorized Pump, Equipment, Products, and Services

NAME OF FIRM AND DESIGNATED CONTACT NAME
(Please type or print)

Flo-Systems, Inc.
Jessica Soltanieh

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

140 South Chaparral Court, Ste. 140
Anaheim Hills, CA 92808

(AREA CODE) AND TELEPHONE NUMBER

714-202-8101

(AREA CODE) AND FAX NUMBER

714-627-4936

E-MAIL ADDRESS

sales@flo-systems.net

SECTION A – GENERAL TERMS AND CONDITIONS

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1.0 SCOPE OF THIS AGREEMENT:

1.1 In consideration of the payments specified in this AGREEMENT, SUPPLIER shall provide all material, equipment, and transportation necessary to provide/perform the goods/services described within this AGREEMENT.

2.0 DEFINITIONS:

2.1 **AGREEMENT:** Includes Offer & Acceptance Form, General Terms and Conditions, Specifications/Scope of Work, SUPPLIER's Pricing Sheet, Insurance and all subsequently issued Amendment(s).

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

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

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

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

2.6 **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.

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

2.8 **Pricing Sheet:** Standard printed (**Pricing Sheet**) form (**Exhibit III**)

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

2.10 **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.

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

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

2.13 **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.

2.14 **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.

2.15 **Urban:** This includes the contiguous urban Las Vegas, NV metropolitan area.

3.0 INDEMNITY:

3.1 SUPPLIER agrees, by entering into this AGREEMENT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold DISTRICT harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions,

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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.

4.0 PATENT INDEMNITY:

4.1 SUPPLIER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all 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, 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 no less than \$1,000,000 per occurrence, \$2,000,000 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 AGREEMENT, 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 obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this AGREEMENT, 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 AGREEMENT. SUPPLIER shall include the cost of the insurance coverages in its price(s). SUPPLIER shall provide DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.

6.0 FAILURE TO MAINTAIN COVERAGE:

6.1 If SUPPLIER fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUPPLIER to stop the work, declare SUPPLIER in breach, suspend or terminate AGREEMENT, assess liquidated damages as defined herein, 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 that the goods and services covered under this AGREEMENT will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUPPLIER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or 18 months of shipment, whichever occurs earlier. **Repair parts of its own manufacturer sold after the original warranty period are warranted for a period of one (1) year**

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from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty. Warranty is in accordance with each other manufacturer's individual warranty. Pulling out/re-installation of the equipment is not covered under warranty.

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.

10.0 FEDERAL, STATE, LOCAL LAWS:

10.1 SUPPLIER shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this AGREEMENT, its award, and any subsequent amendment(s).

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

11.1 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 County of Clark, State of Nevada.

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 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

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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.

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 of 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.

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.

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 quoted 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 **Pricing Sheet (Exhibit III)** are approximate only and are prepared for soliciting pricing for this AGREEMENT. Payment to SUPPLIER will be made only for the actual quantities of items furnished in accordance with the **Pricing Sheet** and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating quoted 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

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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 this 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. **Any visible damages to shipment packaging or crate will be detailed and reported to SUPPLIER within 24-72 hours, (excluding weekends or holidays).** Shipping charges will be prepaid and add, applied at time of invoice, not to exceed the estimated freight quoted per parts requests. 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 Pricing Sheet must be current and in effect at the time of the award of this 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. If 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.

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

25.2 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.

25.3 All invoices should include the following information:

25.3.1 Company Name

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

25.3.3 Telephone Number

25.3.4 Contact Person

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

25.3.6 DISTRICT Purchase Order Number

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25.3.7 Company's Tax Identification Number

25.3.8 CBE Number

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

25.3.10 Percentage Discounts/ Payment Terms (if offered)

25.3.11 Company's Invoice Number

25.4 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.

26.0 INVOICE AUDITS:

26.1 SUPPLIER shall provide to DISTRICT, within fifteen (15) 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 fifteen (15) business days. In the event that SUPPLIER overcharged DISTRICT, SUPPLIER shall reimburse DISTRICT within fifteen (15) 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 DISTRICT requirements.

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 procurement, 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 executed by the DISTRICT Purchasing Administrator or designee SUPPLIER and acknowledged by the SUPPLIER.

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 AGREEMENT'S intent if such rates are found to be fair and reasonable.

29.0 PRICE ADJUSTMENT REQUESTS:

29.1 Commencing on contract award date, 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 and/or designee at 5857 East Flamingo Road, Las Vegas,

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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) shall be accepted from SUPPLIER annually.

29.2 Suitable Proof:

29.2.1 Letter from Manufacturer/ Distributor, and/or

29.3 Percentage Discount:

29.3.1 The pricing for AGREEMENT is based on a percentage discount from the Manufacturer's Published Price List(s). The percentage discount is to remain firm for the term of AGREEMENT but said Price List(s) may be updated annually. The Price List(s) which is submitted must be current and in effect at the time of award.

29.4 Price Decrease

29.4.1 Should SUPPLIER's price decrease at any time during the term of this award, the SUPPLIER shall immediately pass the decrease on to the DISTRICT and lower its prices by the amount of the decreased price.

29.4.2 The SUPPLIER shall notify the DISTRICT Purchasing Administrator or designee of price decreases in writing. The price decrease shall become effective upon DISTRICT Purchasing Administrator and/or designee receipt of SUPPLIER's written notice.

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.

31.0 NOTICE OF AWARD:

31.1 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'S Pricing Sheet (Exhibit III), Insurance and any subsequent issued Amendment(s), which shall all be incorporated into the purchase order(s) as set forth in full text.

32.0 INITIAL TERM:

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

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. **NO annual purchase order will be issued until**

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the DISTRICT has received a sufficient Sole-Source letter from the SUPPLIER. If the DISTRICT'S User Section 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. Cancellation of orders for convenience may incur cancellation charges or re-stocking fees for products/parts that are already under fabrication.

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. 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.

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, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. 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

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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 RIGHT OF INSPECTION AND REJECTION:

40.1 All goods and services purchased under this AGREEMENT 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 at time of retrieval. **Any obvious, visible, defect or damages to shipment crate or packaging will be noted and reported to the SUPPLIER within 24-72 hours (excluding weekends and holidays). For shipments received with no visible damage to outside packaging, contents will be inspected and reported to SUPPLIER as damaged within seven (7) business days.**

41.0 AUDITS:

41.1 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. All requests for information will be in writing to SUPPLIER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of AGREEMENT and be cause for suspension or termination of AGREEMENT.

42.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:

42.1 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.

43.0 AUTHORITY:

43.1 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.

44.0 NON-ENDORSEMENT:

44.1 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.

45.0 PUBLIC RECORDS:

45.1 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 DISTRICTS records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

46.0 TITLE AND RISK OF LOSS:

46.1 The title and risk of loss of material or service shall not pass to DISTRICT until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

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47.0 USE BY OTHER GOVERNMENT ENTITIES:

47.1 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.

48.0 ENGLISH SPEAKING REPRESENTATIVE:

48.1 DISTRICT requires SUPPLIER have one person capable of clear communication in the English language on site at all times 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.

49.0 WAREHOUSE LOCATION AND HOURS:

49.1 Deliveries shall be made to the Flamingo Water Resource Center Facility, Warehouse location at 6000 E. Rochelle Ave., Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 8:00 AM - 3:00 PM, PST (Pacific Standard Time). Weekend deliveries must be agreed upon in advance by DISTRICT'S authorized personnel.

50.0 OUT OF STATE SUPPLIERS:

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

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 SUPPLIER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product. The training shall take place at a location designated by DISTRICT'S designated representative.

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

SECTION A – GENERAL TERMS AND CONDITIONS

CBE NO. 210036

these reports to DISTRICT in a timely manner.

54.0 PROHIBITED ACTIVITIES WHILE ON DISTRICT'S PROPERTIES: (If applicable)

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 employees' 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 representative before entering and exiting any of DISTRICT'S facilities to perform all services. SUPPLIER will be provided with a list of DISTRICT'S representatives for each of DISTRICT'S facilities.

56.0 DAMAGE TO DISTRICT PROPERTY: (If applicable)

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 DISPUTES:

57.1 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.

58.0 AIR POLLUTION:

58.1 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.

59.0 STORAGE OF MATERIALS: (If applicable)

59.1 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.

60.0 CLEANING UP: (If applicable)

60.1 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 of 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.

61.0 STATE OF NEVADA LEGAL HOLIDAYS:

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

SECTION A – GENERAL TERMS AND CONDITIONS

CBE NO. 210036

61.1.1 Martin Luther King's Birthday

61.1.2 Presidents' Day

61.1.3 Memorial Day

61.1.4 Independence Day

61.1.5 Labor Day

61.1.6 Nevada Admission Day

61.1.7 Veteran's Day

61.1.8 Thanksgiving Day and the Friday After

61.1.9 Christmas Day

61.1.10 New Year's Day

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

62.0 ISRAEL BOYCOTT DISCLAIMER:

62.1 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 to engage in, a boycott of Israel.

63.0 DATA PRIVACY AND SECURITY:

63.1 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.

63.2 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.

63.3 At least annually, SUPPLIER shall implement and maintain a written information security program including appropriate policies and procedures that are reviewed for new risk assessments.

63.4 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.

63.5 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.

SECTION A – GENERAL TERMS AND CONDITIONS

CBE NO. 210036

64.0 AUTHORIZED REPRESENTATIVE:

64.1 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

CBE NO. 210036

1.0 INTENT:

1.1 The purpose of this AGREEMENT is for the DISTRICT to both effectively and efficiently procure various **Manufacturer Authorized Pump, Equipment, Products, and Training 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 listed items (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 installation which may require specific support services.

2.0 SCOPE OF WORK:

2.1 The SUPPLIER shall provide **Manufacturer Authorized Pump, Equipment, Products, and Training Services** to the DISTRICT. The DISTRICT seeks a SUPPLIER who is able to anticipate the needs and requirements of the participating DISTRICT sections; 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.

2.2 The SUPPLIER shall be responsible for providing 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 participating DISTRICT Department.

2.3 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:

5.1 The SUPPLIER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Procurement Solutions Section and/or each participating DISTRICT Department within 30 days at the end of each quarter, when requested. The end of the quarter is defined as every fourth month of the calendar year.

5.2 The SUPPLIER shall submit one of the following reports independently or in combination quarterly until the end of the contract term, when requested.

5.2.1 **Itemized Report:** Shall consist of all items purchased by each of the DISTRICT'S Departments for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders.**

SECTION B – SPECIFICATIONS/SCOPE OF WORK
CBE NO. 210036

- 5.2.2 **Department Report:** Shall include DISTRICT Department name, account number, date of last purchase, and total dollars purchased for the previous quarter.
- 5.2.3 **Fill Rate Report by Department:** Shall include the number of orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the SUPPLIER shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.
- 5.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering DISTRICT Department.

6.0 DISTRICT SITES:

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

SITE/LOCATION	HOURS OF OPERATION & DAYS OF OPERATION
Flamingo Water Resource Center, Warehouse 6000 E. Rochelle Ave., Las Vegas, NV 89122	8:00 am - 3:00 pm Monday through Friday
Laughlin Water Resource Center 450 Bruce Woodbury Drive, Laughlin, NV 89029	8:00 am - 3:00 pm Monday through Friday

7.0 SERVICING REQUIREMENTS:

- 7.1 All items are to be delivered as soon as possible after purchase order(s) are issued for procurements, 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. **Manufacturer Authorized Pump, Equipment, Products, and Training Services** shipped direct to outlying areas (i.e. Laughlin Water Resource Center) 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.

8.0 TRAINING:

8.1 The SUPPLIER may be required to provide training services. Training shall be provided to the DISTRICT'S personnel by a qualified OEM representative or SUPPLIER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product. The training shall take place at a location designated by DISTRICT'S designated representative. Training shall be provided by SUPPLIER upon written request at the price listed on **Exhibit III (Pricing Sheet)**.

9.0 SHIPPING COST:

9.1 The SUPPLIER shall pay shipping cost for complete pumps. For parts, the DISTRICT shall pay shipping cost, not to exceed amount quoted at time of parts request. Shipping charges for parts will be prepaid and add, applied at time of invoice. SUPPLIER shall and remain responsible for the goods until DISTRICT takes possession.

EXHIBIT I – OFFER AND ACCEPTANCE FORM
CBE NO.: 210036

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:

FLO-SYSTEMS, INC

(Print or Type Name of SUPPLIER – Full Company Name)

DISTRICT Vendor No. (If already doing business with DISTRICT): 210036

Federal Identification Number: 95-3003516

By:  _____
(Signature of Authorized Officer or Agent)

Printed Name: Jessica Soltanieh

Title: Operations Manager

Date: July 27, 2021

Address of SUPPLIER: 140 S Chaparral Ct Suite 140
Street Address or P.O. Box
Anaheim CA 92808
City – State – Zip Code

Telephone No. of SUPPLIER: (714) 202-8101

Fax No. of SUPPLIER: (714) 627-4936

E-mail Address of SUPPLIER: jessicas@flo-systems.net

EXHIBIT II – BUSINESS DESIGNATION GROUP FORM
CBE NO.: 210036

FOR INFORMATIONAL PURPOSES ONLY:

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

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

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

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

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

PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):

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

SMALL BUSINESS ENTERPRISE (SBE):

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

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified 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.: 210036

Manufacturer Authorized Pump, Equipment, Products, and Services

Please provide the pricing multiplier discount that will apply to complete line of manufacturer authorized pump, equipment, and products.

Group 1: Pump, Equipment, Parts, and Other Products

LINE ITEM	DESCRIPTION	DISCOUNT PERCENTAGE
1	Discount Percentage (%) that will apply to Wemco Pump, Equipment, Parts, and Other Products	10%
2	Discount Percentage (%) that will apply to Hidrostal Pump, Equipment, Parts, and Other Products	10%
3	Discount Percentage (%) that will apply to Cascade Pump, Equipment, Parts, and Other Products	10%
4	Discount Percentage (%) that will apply to Hidrostal Pump, Equipment, Parts, and Other Products	10%
5	Discount Percentage (%) that will apply to Wilo Pump, Equipment, Parts, and Other Products	12%
6	Discount Percentage (%) that will apply to UET Mixers Pump, Equipment, Parts, and Other Products	5%

Group 2: Training Services

ITEM NO.	DESCRIPTION	U/M	UNIT PRICE	EST. QTY.	EXTENDED TOTAL
7	Training Session(s) at Flamingo Water Resource Center (Main Plant) for approximately 20 participants. Rate shall be inclusive of all travel, labor, supervision, materials, transportation, and incidentals necessary to conduct the training.)	Each	\$1,200	5	\$6,000
8	Training Session(s) at Laughlin Water Resource Center for approximately 5 participants. Rate shall be inclusive of all travel, labor, supervision, materials, transportation, and incidentals necessary to conduct the training.)	Each	\$1,500	5	\$7,500

Note: The estimated quantity is for pricing purposes only. The order will be placed based on the actual needs and specifications.

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

SUPPLIER DISCOUNTED TERMS OF PAYMENT: 0 %, 30 calendar days, if offered/applicable by SUPPLIER

SUPPLIER STANDARD DELIVERY TIMEFRAME: 5-120 Calendar days (Maximum 120 calendar days)

EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

CBE NO.: 210036

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.: 210036

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> 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
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name:		Flo-Systems, Inc				
(Include d.b.a., if applicable)						
Street Address:		140 S Chaparral Ct Suite 140		Website: www.Flo-systems.net		
City, State and Zip Code:		Anaheim Hills, CA 92808		POC Name: Jessica Soltanieh		
				Email: sales@flo-systems.net		
Telephone No:		714-202-8101		Fax No: 714-627-4936		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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)
Amir Soltanieh	President	100

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, and sales, leases or exchanges without the completed disclosure form.

Jessica Soltanieh

Signature	Print Name
Operations Manager	7/27/21
Title	Date

EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
CBE NO.: 210036

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.: 210036

BUSINESS LICENSE INFORMATION

CURRENT STATE: CA

ISSUE DATE:

EXPIRATION DATE:

LICENSE NO. SRSEA13-683530

CURRENT COUNTY: LICENSE NO.

ISSUE DATE:

EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE:

EXPIRATION DATE:

Clark County Business License
License Number: 2000842.VEN-101
Date of License: 4/1/21-3/31/22

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ATTACHMENT "A" – INSURANCE REQUIREMENTS

CBE NO.: 210036

TO ENSURE COMPLIANCE WITH THIS AGREEMENT, SUPPLIER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PRICING SUBMITTAL.

1.0 FORMAT / TIME:

1.1 SUPPLIER shall provide DISTRICT with Certificates of Insurance, per the sample format (page 28), for coverages as listed below, and endorsements affecting coverage required by this AGREEMENT within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements 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 AGREEMENT and any renewal periods.

2.0 BEST KEY RATING:

2.1 DISTRICT requires insurance carriers to maintain during AGREEMENT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3.0 DISTRICT COVERAGE:

3.1 DISTRICT, its officers and employees must be expressly 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 specifically SUPPLIER'S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5.0 DEDUCTIBLES:

5.1 All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000**.

6.0 AGGREGATE LIMITS:

6.1 If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

7.0 COMMERCIAL GENERAL LIABILITY:

7.1 Subject to paragraph 6 of this attachment, SUPPLIER shall maintain limits of no less than \$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 no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by SUPPLIER and **any auto** used for the performance of services under AGREEMENT.

9.0 RESERVED:

10.0 WORKERS' COMPENSATION:

10.1 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, provided, however, a SUPPLIER who is a Sole Proprietor shall be required to submit an affidavit (**Attachment B**) indicating that SUPPLIER 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 withhold payment, order SUPPLIER to stop the work, declare SUPPLIER in breach, suspend or terminate AGREEMENT, assess liquidated damages as defined herein, 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.

12.0 ADDITIONAL INSURANCE:

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

ATTACHMENT "A" – INSURANCE REQUIREMENTS

CBE NO.: 210036

13.0 DAMAGES:

13.1 SUPPLIER is required to remedy all injuries to persons and damage or loss to any property of DISTRICT, caused in whole or in part by SUPPLIER, their subcontractors or anyone employed, directed, or supervised by SUPPLIER.

14.0 COST:

14.1 SUPPLIER shall pay all associated costs for the specified insurance. The cost shall be included in the quoted 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. See the cover page of this AGREEMENT 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.

16.1.3 Insurance Company's Best Key Rating

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)

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. 210036, Manufacturer Authorized Pump, Equipment, Products, and Training 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.: 210036**

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

AGREEMENT NUMBER AND 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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)
CBE NO.: 210036

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. 210036**, entitled; **Manufacturer Authorized Pump, Equipment, Products, and Training 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 this AGREEMENT, 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.: 210036**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF TERMS AND CONDITIONS

The following is a summary of the enhancements provided by this endorsement. For complete coverage details consult the endorsement language.

COVERAGES	ENHANCEMENT
A. Aircraft, Auto Or Watercraft	Watercraft Up To 51 Feet
B. Increased Supplementary Payments – Coverages A And B	\$2,500 - Bail Bonds \$500/Day Earnings
C. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You	Included
D. Additional Insured – Vendors	Included
E. Additional Insured – Managers Or Lessors Of Premises	Included
F. Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor	Included
G. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You	Included
H. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises	Included
I. Additional Insured – Mortgagee, Assignee Or Receiver	Included
J. Newly Acquired Or Formed Organizations	120 days
K. Increased Medical Payments	\$10,000
L. Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
M. Primary And Noncontributory – Other Insurance	Included
N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
O. Liberalization Clause	Included
P. Limited Contractual Liability – Railroads	Included
Q. Mobile Equipment Redefined	1,000 lbs
R. Application Of This Endorsement	Included

For the purposes of this endorsement, the word "insured" is used collectively, not separately; therefore, the inclusion of more than one insured will not increase the limits or coverage provided by this insurance.

A. Aircraft, Auto Or Watercraft

Paragraph **g.(2)(a)** of **2. Exclusions – Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced with the following:

(a) Less than 51 feet long; and

B. Increased Supplementary Payments – Coverages A And B

Paragraphs **1.b.** and **1.d.** of **Supplementary Payments – Coverages A And B** are replaced by the following:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **B.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
- (2) Supervisory, inspection, architectural, or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

b. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to the additional insured referenced in this Paragraph **B.**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Vendors

The following change applies if this Coverage Part provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard":

1. **Section II – Who Is An Insured** is amended to include as an additional insured any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
2. With respect to insurance afforded to the vendor referenced in this Paragraph C., the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part, or ingredient of any other thing or substance by or for the vendor; or

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Sub-paragraphs (4) or (6); or

- (b) Such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution, or sale of the products.

- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying, or containing such products.

3. With respect to the insurance afforded to the vendor referenced in this Paragraph C., the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Managers Or Lessors Of Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **D.**, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization that grants licenses to you when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be named as an additional insured on your policy. Such person or organization is an insured only with respect to their liability as grantor of licenses to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when:

- a. The license granted to you by such person or organization expires; or
- b. Your license is terminated or revoked by such person or organization prior to expiration of the license as stipulated by the contract or agreement.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **E.**, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to the additional insured referenced in this Paragraph **F.**, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to the additional insured referenced in this Paragraph **F.**, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

1. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- b. The construction, erection, or removal of elevators; or
- c. The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insured referenced in this Paragraph G., the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

I. Additional Insured – Mortgagee, Assignee Or Receiver

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
 3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Newly Acquired Or Formed Organizations

Paragraph 3.a. of **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

This insurance does not apply if coverage for the newly formed or acquired organization is excluded either by the provisions of this Coverage Form or by endorsement.

K. Increased Medical Payments

Section III – Limits Of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Medical Expense Limit is the greater of \$10,000 or the amount shown in the Declarations for Medical Expense Limit.

This insurance does not apply if Medical Payments coverage is excluded either by the provisions of the Coverage Form or by endorsement.

L. Duties In The Event Of Occurrence, Offense, Claim Or Suit

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

The requirement that you must see to it that we are notified as soon as possible of an "occurrence", offense, claim, or "suit" only applies after the "occurrence", offense, claim, or "suit" is reported to any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or an "employee" authorized by you to give or receive such notice.

Your rights under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim, or "suit" if:

- a. That failure is solely due to your reasonable and documented belief that the "bodily injury", "property damage", or "personal and advertising injury" is not covered under this policy; or
- b. You report an "occurrence", offense, claim, or "suit" to your Workers Compensation insurer or your auto liability insurer and you later discover that you should have reported the "occurrence", offense, claim, or "suit" to us.

However, you must give us notice as soon as possible after you become aware that the "occurrence", offense, claim, or "suit" may be covered under this policy, or that the "occurrence", offense, claim, or "suit" may be a general liability claim rather than a Workers Compensation or auto liability claim.

M. Primary And Noncontributory – Other Insurance

The following is added to Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions**, but only with respect to the insurance provided to additional insured(s):

4. Other Insurance

Primary And Noncontributory Insurance

This insurance is primary and will not seek contribution from any other insurance available to an additional insured under your policy.

However, this endorsement:

- a. Applies only when you are required by a written contract, written agreement, or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, written agreement, or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
- b. Does not apply to any claim, loss, or liability due to the sole negligence of the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you have agreed, in a written contract or written agreement to waive the rights of recovery, provided such written contract or written agreement is fully executed prior to an "occurrence" in which coverage is sought under this policy.

O. Liberalization Clause

The following condition is added to **Section IV – Commercial General Liability Conditions**:

Liberalization

If we make revisions to this Coverage Form during the policy period stated in the Declarations, that would broaden coverage under this Coverage Part without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

P. Limited Contractual Liability – Railroads

For the purposes of this endorsement, the following replaces Paragraphs c. and f. of the **Definitions** section:

9. "Insured contract" means:

- c. Any easement or license agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (2) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural, or engineering activities.

Q. Mobile Equipment Redefined

For the purposes of this endorsement, the following replaces Paragraph f. of the **Definitions** section:

12. "Mobile equipment":

- f. Vehicles not described in Paragraph a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment exceeding a gross vehicle weight of 1,000 pounds are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

R. Application of This Endorsement

If the terms and conditions provided by this endorsement conflict with other endorsements attached to this policy, the terms and conditions of the other endorsements will control, even if the other endorsements restrict or reduce coverage, unless such endorsements specifically provide that the coverage enhancements provided by this endorsement shall apply.

All other terms and conditions of this Policy remain unchanged.