



**CLARK COUNTY WATER  
RECLAMATION DISTRICT**

**COMPETITIVE BID EXCEPTION (CBE)  
AGREEMENT NO.: 230005**

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

|   |
|---|
| <b>DESCRIPTION OF GOODS/SERVICES</b>                                      |
| Laboratory Instruments, Specialized Parts, and Services                   |
| <b>NAME OF FIRM AND DESIGNATED CONTACT NAME</b><br>(Please type or print) |
| YSI, Inc.<br>Hank Hahn  |
| <b>ADDRESS OF FIRM</b><br><b>INCLUDING CITY, STATE AND ZIP CODE</b>       |
| 1700/1725 Brannum Lane<br>Yellow Springs, OH 45387                        |
| <b>(AREA CODE) AND TELEPHONE NUMBER</b>                                   |
| 937-767-7241  |
| <b>(AREA CODE) AND FAX NUMBER</b>   |
| 937-767-9353  |
| <b>E-MAIL ADDRESS</b>   |
| Hank.hahn@xyleminc.com  |

## 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 labor, material, equipment, transportation, and supervision 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.

#### **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.

#### **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.

#### **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.

#### **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 for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon

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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.

#### **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 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.

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**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 exact quantities received.

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**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. 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

25.3.7 Company's Tax Identification Number

25.3.8 CBE Number

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

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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 July 1, 2023, 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 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.



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**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.

**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 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.

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#### **40.0 MATERIAL SAFETY DATA SHEETS**

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

#### **41.0 RIGHT OF INSPECTION AND REJECTION:**

41.1 All goods and services purchased under this 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 upon DISTRICT'S delivery to common carrier or retrieved by SUPPLIER at which time risk of loss will pass to SUPPLIER at time of retrieval.

#### **42.0 AUDITS:**

42.1 The performance of AGREEMENT by SUPPLIER is subject to review by DISTRICT to ensure AGREEMENT compliance. SUPPLIER agrees to provide DISTRICT any and all information requested that relates to the performance of AGREEMENT. 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.

#### **43.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:**

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

#### **44.0 AUTHORITY:**

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

#### **45.0 NON-ENDORSEMENT:**

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

#### **46.0 PUBLIC RECORDS:**

46.1 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 DISTRICT's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

#### **47.0 TITLE AND RISK OF LOSS:**

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

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#### **48.0 USE BY OTHER GOVERNMENT ENTITIES:**

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

#### **49.0 ENGLISH SPEAKING REPRESENTATIVE:**

49.1 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.

#### **50.0 DELIVERY LOCATION AND HOURS:**

50.1 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.

#### **51.0 OUT OF STATE SUPPLIERS:**

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

#### **52.0 TRAINING:**

52.1 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.

#### **53.0 SAFETY REQUIREMENTS:**

53.1 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.

#### **54.0 RESPONSIBILITY FOR WORK SECURITY:**

54.1 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.

54.2 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.

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

**SECTION A – GENERAL TERMS AND CONDITIONS**  
**CBE NO. 230005**

**55.0 PROHIBITED ACTIVITIES WHILE ON DISTRICT'S PROPERTIES:**

55.1 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.

**56.0 INGRESS AND EGRESS OF FACILITIES:**

56.1 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.

**57.0 DAMAGE TO DISTRICT PROPERTY:**

57.1 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.

**58.0 DISPUTES:**

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

**59.0 AIR POLLUTION:**

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

**60.0 STORAGE OF MATERIALS:**

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

**61.0 CLEANING UP:**

61.1 SUPPLIER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUPPLIER shall promptly remove all 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.

**62.0 STATE OF NEVADA LEGAL HOLIDAYS:**

62.1 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. 230005

62.1.1 Martin Luther King's Birthday

62.1.2 Presidents' Day

62.1.3 Memorial Day

62.1.4 Independence Day

62.1.5 Labor Day

62.1.6 Nevada Admission Day

62.1.7 Veteran's Day

62.1.8 Thanksgiving Day and the Friday After

62.1.9 Christmas Day

62.1.10 New Year's Day

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

#### **63.0 ISRAEL BOYCOTT DISCLAIMER:**

63.1 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.

#### **64.0 DATA PRIVACY AND SECURITY:**

64.1 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.

64.2 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.

64.3 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.

64.4 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.

64.5 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. 230005**

**65.0 AUTHORIZED REPRESENTATIVE:**

65.1 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.

**66.0 DISTRICT MOBILIZATION POLICY FOR CONTRACTORS/CONSULTANTS:**

66.1 In the event that the DISTRICT agrees to pay for any of the SUPPLIER mobilization expenses directly related to the performance of services, the following parameters shall apply: SUPPLIER shall only receive reimbursement in amount that are consistent with applicable guidelines established by the DISTRICT in the attached **Attachment C: District Mobilization Policy for Contractors/Consultants**. DISTRICT reserves the right to reject any and all expenses if considers not directly related to the work required herein. Original receipts are required to be submitted with invoices for all transportation (airfare/bus/rail), rental car, airport parking fees, and fuel. Fuel cost is reimbursed for rental cars only. No overhead and/or profit shall be permitted.

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## **SECTION B – SPECIFICATIONS/SCOPE OF WORK**

### **CBE NO. 230005**

#### **1.0 INTENT:**

- 1.1 The purpose of this AGREEMENT is for the DISTRICT to both effectively and efficiently procure various **Laboratory Instrument, Specialized Parts, and 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 Laboratory Instruments, Specialized Parts, and 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 1) the latest edition published price catalogs at no charge to the DISTRICT without limitation as to quantity for the term of this AGREEMENT; 2) the SUPPLIER's actual invoice cost from the manufacturer and/or pricing agreements with manufacturer's or Contractor which have been negotiated by the SUPPLIER on behalf of the DISTRICT; and 3) an authorized Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by 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.
- 2.4 The SUPPLIER shall provide the DISTRICT Designated Representative or designee with a 24-hour telephone number, mobile/pager number, and e-mail address for reporting any faults and technical support.
- 2.5 The SUPPLIER shall provide software update and upgrade at no cost to the DISTRICT.

#### **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.

**SECTION B – SPECIFICATIONS/SCOPE OF WORK**  
**CBE NO. 230005**

- 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.**
  - 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  |
|---|---|
| Warehouse, 6000 E. Rochelle Ave., Las Vegas, NV 89122 | 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, instruments, 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. Laboratory Instruments and Specialized Parts shipped direct to outlying areas, (i.e., Laughlin Water Resource Center, 450 Bruce Woodbury Drive, Laughlin, NV 89029) 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 TECHNICAL REPAIR SERVICE REQUIREMENTS:**

- 8.1 The SUPPLIER may be required to provide technical repair services on non-operational and/or malfunctioning Laboratory Instruments and Specialized Parts, which shall be performed by authorized/certified technician(s) and in strict accordance with the OEM repair guidelines and/or requirements.
- 8.2 The price of replacement part(s) and/or material(s) supplied for this contract shall be the total original invoiced cost from manufacturer to the SUPPLIER plus percentage (%) markup or percentage (%) discount per the AGREEMENT EXHIBIT III (Pricing Sheet).
- 8.3 The SUPPLIER shall submit the written repair quote with all ORIGINAL supporting documentation and estimated hours for completion of repair per the AGREEMENT EXHIBIT III (Pricing Sheet), to the designated DISTRICT Representative within five (5) business days from request for review and final approval.
- 8.4 All repair or replacement parts shall be equal or exceed the specifications for OEM repair or replacement parts.



## **SECTION B – SPECIFICATIONS/SCOPE OF WORK**

### **CBE NO. 230005**

8.5 **On-Site Maintenance/Repair Services:** Maintenance service requirements will be conducted on-site at the DISTRICT'S designated site/location. SUPPLIER will be compensated at the rate per Exhibit III – Pricing Sheet. The rate shall be inclusive of all labor, supervision, tools, and other incidentals necessary to complete the required task. On an as needed basis, repair service requirements will be conducted at the DISTRICT'S designated location. Upon DISTRICT designated representative's request, the SUPPLIER will be required to provide a quote. The quote must include the description of the services to be performed, performance schedule, and required materials/supplies/equipment (as necessary) and other requirements set forth in the written notice. SUPPLIER will be compensated at an hourly rate per Exhibit III – Pricing Sheet. This hourly rate is to be inclusive all labor, supervision, tools, and other incidentals necessary to complete the required task. Travel related expenses must be in accordance with the Attachment C (District Mobilization Policy for Contractors/Consultants). Any extension of time, additional expenses, or exceptions must be pre-approved in writing by the DISTRICT'S designated representative.

#### **9.0 REPAIR AND REPLACEMENT:**

9.1 The SUPPLIER shall inspect, repair, and/or troubleshoot Laboratory Instruments and Specialized Parts in lieu of replacement unless the repair cost of the Laboratory Instruments and Specialized Parts exceeds seventy (70) percent of the cost for replacing it with a new item. Generally, the seventy (70) percent rule applies, but the DISTRICT reserves the right to purchase or repair units based upon the Laboratory Instruments and Specialized Parts economic evaluation and various operational considerations.

9.2 The Designated DISTRICT Representative must approve, in writing, the purchase of a new Laboratory Instruments and Specialized Parts unit in lieu of repair.

9.2.1 The replacement Laboratory Instruments and Specialized Parts shall be identical to the unit being replaced. If the identical unit is no longer offered by the manufacturer, the replacement unit shall have the same performance characteristic as the one being replaced and shall be of the "Highest Efficiency" Laboratory Instruments and Specialized Parts available. To reiterate, replacement shall be authorized in writing by the Designated DISTRICT Representative.

9.2.2 The replacement unit must meet the minimum specification requirements and be equal or better in material, craftsmanship, and performance as the replaced Laboratory Instruments and Specialized Parts.

9.2.3 The SUPPLIER shall use the discount percentage for the specified replaced Laboratory Instruments and Specialized Parts per the established rates as outlined within the AGREEMENT **EXHIBIT III (Pricing Sheet)**.

9.2.4 If it is determined that the Laboratory Instruments and Specialized Parts can be repaired, the SUPPLIER shall provide the DISTRICT with a loaner Laboratory Instruments and Specialized Parts comparable and compatible to the DISTRICT'S existing unit being repaired at no cost to the DISTRICT including freight, shipping, and/or handling. The SUPPLIER shall file all claims and bears all responsibility for parts, products, instruments, and equipment from the point of origin to the DISTRICT'S receiving dock. The DISTRICT shall not be responsible for any normal wear and tear of the loaner instrument.

#### **10.0 TRAINING:**

10.1 SUPPLIER shall conduct training and provide access to online training webinars at no cost to the DISTRICT. The training shall cover how to perform standard maintenance of laboratory equipment and other instrument being purchased under this CONTRACT to ensure optimum and reliable performance and to maintain its effectiveness.

#### **11.0 OTHER WORK/EMERGENCY SERVICES:**

11.1 Other Work/Emergency Services may be required to meet desired conditions and/or services not covered under the routine maintenance under this AGREEMENT.

11.2 Other Services Request (OSR) quotations will be requested in writing by the DISTRICT'S Designated Representative or designee. The SUPPLIER shall provide the necessary quote within three (3) business days to

**SECTION B – SPECIFICATIONS/SCOPE OF WORK**  
**CBE NO. 230005**

the DISTRICT'S Designated Representative or designee for review and approval. The quote must include a description of the services to be performed, performance schedule, estimated labor hours, required materials/supplies/equipment (estimates/receipts from SUPPLIER provider(s) of required materials), and other requirements set forth in the written notice. If quoted pricing is deemed to be fair and reasonable, the SUPPLIER will be notified to proceed with the work by means of an issued PO. However, the DISTRICT'S Designated Representative or designee has the option to reject SUPPLIER'S quote or require resubmission with revised or additional information. Should DISTRICT Designated Representative or designee reject SUPPLIER'S quote and require resubmission, SUPPLIER shall resubmit a modified quote within two (2) calendar days of the rejection. If the quoted pricing is not deemed to be fair and reasonable, the DISTRICT reserves the right to negotiate the quote with the SUPPLIER. However, if an impasse were to occur between the SUPPLIER and the DISTRICT, the DISTRICT reserves the right to seek quotations from other qualified service providers for these Other Work/Emergency Services. The DISTRICT shall compensate the SUPPLIER for all work base upon the material and labor rates specified in Exhibit III – Pricing Sheet.

- 11.3 The time of performance shall be by mutual agreement between the SUPPLIER and the DISTRICT'S Designated Representative or designee, unless otherwise specified by the DISTRICT'S Designated Representative or designee.
- 11.4 The SUPPLIER compensation for Other Work/Emergency Services shall be in accordance with the AGREEMENT rates as outline within Exhibit III – Pricing Sheet.
  - 11.4.1 The quoted fees shall include all costs for personnel, supervision, travel, transportation, per diem and other incidentals, equipment, tools, materials, parts, supplies and estimated work hours necessary to remedy/address the situation/issue.
  - 11.4.2 When the Other Work/Emergency Services is done by the on-site crew in conjunction with SUPPLIER regular duties, the SUPPLIER shall not receive additional compensation for the labor.
  - 11.4.3 When the Other Work/Emergency Services have been accomplished, the SUPPLIER shall issue a separate/independent invoice to the DISTRICT for these services and list/input the issued DISTRICT Purchase Order Number on the applicable Other Work/Emergency Services invoice.

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**EXHIBIT I – OFFER AND ACCEPTANCE FORM**  
**CBE NO.: 230005**

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:

YSI Incorporated

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

DISTRICT Vendor No. (If already doing business with DISTRICT): \_\_\_\_\_ 15953

Federal Identification Number: \_\_\_\_\_ 31-0526418

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Printed Name: \_\_\_\_\_ David Barclay

Title: \_\_\_\_\_ President

Date: \_\_\_\_\_ 04-05-2023

Address of SUPPLIER: \_\_\_\_\_ 1725 Brannum Lane  
Street Address or P.O. Box  
\_\_\_\_\_ Yellow Springs, OH 45387  
City – State – Zip Code

Telephone No. of SUPPLIER: ( 937 ) \_\_\_\_\_ 767-7241

Fax No. of SUPPLIER: ( 937 ) \_\_\_\_\_ 9353

E-mail Address of SUPPLIER: \_\_\_\_\_ info@ysi.com

**EXHIBIT II – BUSINESS DESIGNATION GROUP FORM**  
**CBE NO.: 230005**

**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.: 230005**

**Laboratory Instruments, Specialized Parts, and Support**

- 1) Please provide the pricing multiplier discount that will apply to a complete line of Laboratory instruments, specialized parts products, options, repair parts & configuration / repair services which are not listed below: = 20% on Parts
- 2) Please provide "Example Pricing" on the Group 1 items, or equivalents, which shall be based upon current year catalog list pricing. Show both the list price and the discounted percent.

**Group 1 – PRODUCTS**

| LINE ITEM | DESCRIPTION                                   | U/M  | SUPPLIER PART NO. | SUPPLIER LIST PRICE | SUPPLIER DISCOUNT % | DISCOUNTED PRICE (LIST PRICE – DISCOUNT %) = |
|-----------|---|------|-------------------|---------------------|---------------------|--|
| 1         | Reactor-OTCR 24" with Nute and FRLE           | Each | A000897           | \$515.13            | 20%                 | \$412.11                                     |
| 2         | Assy-3700 Mixing Tee                          | Each | 329498            | \$124.74            | 20%                 | \$99.80                                      |
| 3         | Assy-3700 Photometric Lamp                    | Each | 329480            | \$202.18            | 20%                 | \$161.75                                     |
| 4         | Air Addition Tee                              | Each | 330262            | \$128.26            | 20%                 | \$102.61                                     |
| 5         | Sample Loop - 100 ul FEP FSIV/3100/3700       | Each | 285676            | \$123.64            | 20%                 | \$98.92                                      |
| 6         | Sample Loop - 200 ul FEP FSIV/3100/3700       | Each | 285684            | \$120.12            | 20%                 | \$96.10                                      |
| 7         | Tube kit - 3700 phosphorous USEPA FIA Low     | Each | 330095TK          | \$147.74            | 20%                 | \$118.20                                     |
| 8         | Tube kit - 3700 phosphorous USEPA FIA         | Each | 330096TK          | \$135.19            | 20%                 | \$108.16                                     |
| 9         | Assy-3700 FIA valve 8 port with cable and kit | Each | 330394            | \$4,032.00          | 20%                 | \$3,225.60                                   |
| 10        | Assy-3700 Photometric Detector                | Each | 329477            | \$6,457.50          | 20%                 | \$5,166.00                                   |
| 11        | Flowcell-LED 10mm Peek Tested                 | Each | 321212            | \$989.89            | 20%                 | \$791.92                                     |
| 12        | CART-3700 NO3/NO2 FIA                         | Each | 330093            | \$5,363.72          | 20%                 | \$4,290.28                                   |
| 13        | CART-3700 Inline Gas DIF TKN/NH3 SFA          | Each | 330094            | \$6,603.98          | 20%                 | \$5,283.19                                   |
| 14        | CART-3700 Phosphorous USEPA FIA LOW LVL       | Each | 330095            | \$5,363.72          | 20%                 | \$4,290.28                                   |
| 15        | CART-3700 Phosphorous USEPA FIA               | Each | 330096            | \$5,236.88          | 20%                 | \$4,189.51                                   |

**EXHIBIT III – PRICING SHEET**  
**CBE NO.: 230005**

**Group 2 – MAINTENANCE AND REPAIR SERVICES**

| ITEM NO. | DESCRIPTION  | U/M  | REGULAR PRICE | SUPPLIER DISCOUNT % | DISCOUNTED PRICE (REGULAR PRICE – DISCOUNT %) = | EST. QTY | EXTENDED TOTAL |
|----------|--|------|---------------|---------------------|---|----------|----------------|
| 16       | SUPPLIER (On-Site) Certified Field Service Technician (Annual preventative maintenance, quarterly visit, two (2) emergency visit. Rate shall be inclusive of all labor, supervision, and tools necessary to conduct the work.) | Each | \$5,738.00    | 6%                  | \$5,393.72                                      | 8        | \$43,149.76    |
| 17       | Repair Services – Supplier (On-Site) Certified Field Service Technician (Rate shall be inclusive of all labor, supervision, tools, toolbox freight, and other incidentals necessary to complete the required task.)            | Hour | \$325.00      | 0%                  |   | 8        | \$2,600.00     |
| 18       | Other Work Services Labor Rate – Supplier (On-Site) Certified Field Service Technician (Rate shall be inclusive of all labor, supervision, tools, toolbox freight, and other incidentals necessary to conduct the work.)       | Hour | \$187.50      | 0%                  |   | 8        | \$1,500.00     |

**NOTE: The estimated quantity is for pricing purposes only. The order/s will be placed based on actual needs and specifications.**

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

**SUPPLIER DISCOUNTED TERMS OF PAYMENT: N/A%, N/A calendar days, if offered/applicable by SUPPLIER**

**SUPPLIER STANDARD DELIVERY TIMEFRAME: 30 Calendar days (Maximum 120 calendar days)**

# EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

## CBE NO.: 230005

### 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.: 230005

|   |                                      |  |   |                                       |  |                                |
|---|--------------------------------------|--|---|---------------------------------------|--|--------------------------------|
| <b>Business Entity Type (Please select one)</b>                         |                                      |  |   |                                       |  |                                |
| <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 |
| <b>Business Designation Group (Please select all that apply)</b>        |                                      |  |   |                                       |  |                                |
| <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        |
| N/A We are a Large C Corporation that is publicly traded                |                                      |  |   |                                       |  |                                |
| Number of Clark County Nevada Residents Employed: 0                     |                                      |  |   |                                       |  |                                |
| <b>Corporate/Business Entity Name:</b>                                  |                                      | YSI, Inc.  |   |                                       |  |                                |
| <i>(Include d.b.a., if applicable)</i>                                  |                                      |  |   |                                       |  |                                |
| <b>Street Address:</b>  |                                      | 1725 Brannum Lane                                  |   | <b>Website:</b> www.ysi.com           |  |                                |
| <b>City, State and Zip Code:</b>  |                                      | Yellow Springs, OH 45387                           |   | <b>POC Name:</b> Amelia Watson        |  |                                |
|   |                                      |  |   | <b>Email:</b> amelia.watson@xylem.com |  |                                |
| <b>Telephone No:</b>  |                                      | 937-767-7241                                       |   | <b>Fax No:</b> 937-767-9353           |  |                                |
| <b>Nevada Local Street Address:</b><br><i>(If different from above)</i> |                                      | N/A  |   | <b>Website:</b>                       |  |                                |
| <b>City, State and Zip Code:</b>  |                                      |  |   | <b>Local Fax No:</b>                  |  |                                |
| <b>Local Telephone No:</b>  |                                      |  |   | <b>Local POC Name:</b>                |  |                                |
|   |                                      |  |   | <b>Email:</b>                         |  |                                |

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).

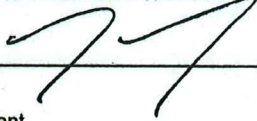
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name         | Title               | % Owned<br>(Not required for Publicly Traded<br>Corporations/Non-profit organizations) |
|-------------------|---------------------|--|
| David Barclay     | President           |  |
| Michael Christmas | Director of Finance |  |

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

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

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

|   |               |
|---|---------------|
|  | David Barclay |
| Signature   | Print Name    |
| President   | 04-05-2023    |
| Title   | Date          |



**EXHIBIT IV – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**  
**CBE NO.: 230005**

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

| NAME OF BUSINESS<br>OWNER/PRINCIPAL | NAME OF COUNTY*<br>EMPLOYEE/OFFICIAL<br>AND JOB TITLE | RELATIONSHIP TO<br>COUNTY*<br>EMPLOYEE/OFFICIAL | COUNTY*<br>EMPLOYEE'S/OFFICIAL'S<br>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

David Barclay - President YSI, Inc.  
 \_\_\_\_\_  
 Print Name  
 Authorized Department Representative

**EXHIBIT V – BUSINESS LICENSE INFORMATION FORM**  
**CBE NO.: 230005**

**BUSINESS LICENSE INFORMATION**

|                        |                    |                    |                         |
|------------------------|--------------------|--------------------|-------------------------|
| <u>CURRENT STATE:</u>  | <u>LICENSE NO.</u> | <u>ISSUE DATE:</u> | <u>EXPIRATION DATE:</u> |
| <u>CURRENT COUNTY:</u> | <u>LICENSE NO.</u> | <u>ISSUE DATE:</u> | <u>EXPIRATION DATE:</u> |
| <u>CURRENT CITY:</u>   | <u>LICENSE NO.</u> | <u>ISSUE DATE:</u> | <u>EXPIRATION DATE:</u> |

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# ATTACHMENT "A" – INSURANCE REQUIREMENTS

## CBE NO.: 230005

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 29), 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.: 230005**

**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. 230005, Laboratory Instruments, Specialized Parts, and 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.: 230005

**CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed.** If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
|---|--|--|-----------------------------------|--|----------|-------------------------------|--------|------------|--|------------|--|------------|--|
| <b>PRODUCER</b><br><b>1. INSURANCE BROKER'S NAME</b><br>ADDRESS               | <b>CONTACT NAME:</b><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PHONE (A/C No. Ext): BROKER'S PHONE NUMBER</td> <td style="width: 30%;">FAX (A/C No.) BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> </table> | PHONE (A/C No. Ext): BROKER'S PHONE NUMBER | FAX (A/C No.) BROKER'S FAX NUMBER | E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS |          | INSURER(S) AFFORDING COVERAGE | NAIC # |            |  |            |  |            |  |
| PHONE (A/C No. Ext): BROKER'S PHONE NUMBER                                    | FAX (A/C No.) BROKER'S FAX NUMBER  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS  |  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC #   |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| <b>INSURED</b><br><b>2. SUPPLIER'S NAME</b><br>ADDRESS<br>PHONE & FAX NUMBERS | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A:</td> <td style="width: 20%;"><b>3. CARRIER'S</b></td> </tr> <tr> <td>INSURER B:</td> <td>BEST KEY</td> </tr> <tr> <td>INSURER C:</td> <td>RATING</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>   | INSURER A:                                 | <b>3. CARRIER'S</b>               | INSURER B:                             | BEST KEY | INSURER C:                    | RATING | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER A:  | <b>3. CARRIER'S</b>  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER B:  | BEST KEY   |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER C:  | RATING   |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER D:  |  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER E:  |  |  |                                   |  |          |                               |        |            |  |            |  |            |  |
| INSURER F:  |  |  |                                   |  |          |                               |        |            |  |            |  |            |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE   | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS  |
|-----------|---|------------|----------|---------------|-----------------------|-----------------------|---|
| <b>4.</b> | GENERAL LIABILITY   | X          |          | (A)           | (B)                   | (C)                   | EACH OCCURRENCE <span style="float: right;">\$(G) 1,000,000</span>                        |
|           | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |            |          |               |                       |                       | DAMAGE TO RENTED PREMISES (Ea occurrence) <span style="float: right;">\$(H) 50,000</span> |
|           | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.   |            |          |               |                       |                       | MED EXP (Any one person) <span style="float: right;">\$(I) 5,000</span>                   |
|           |   |            |          |               |                       |                       | PERSONAL & ADV INJURY <span style="float: right;">\$(F) 1,000,000</span>                  |
|           |   |            |          |               |                       |                       | GENERAL AGGREGATE <span style="float: right;">\$(D) 2,000,000</span>                      |
|           |   |            |          |               |                       |                       | PRODUCTS – COMP/OP AGG <span style="float: right;">\$(E) 2,000,000</span>                 |
|           |   |            |          |               |                       |                       | <b>DEDUCTIBLE MAXIMUM</b> <span style="float: right;"><b>\$ 25,000</b></span>             |
| <b>5.</b> | AUTOMOBILE LIABILITY  | X          |          | (J)           | (K)                   | (L)                   | COMBINED SINGLE LIMIT (Ea accident) <span style="float: right;">\$(M) 1,000,000</span>    |
|           | <input checked="" type="checkbox"/> ANY AUTO  |            |          |               |                       |                       | BODILY INJURY (Per person) <span style="float: right;">\$</span>                          |
|           | <input type="checkbox"/> ALL OWNED AUTOS  |            |          |               |                       |                       | BODILY INJURY (Per accident) <span style="float: right;">\$</span>                        |
|           | <input type="checkbox"/> SCHEDULED AUTOS  |            |          |               |                       |                       | PROPERTY DAMAGE (Per accident) <span style="float: right;">\$</span>                      |
|           | <input type="checkbox"/> HIRED AUTOS  |            |          |               |                       |                       | <span style="float: right;">\$</span>   |
|           | <input type="checkbox"/> NON-OWNED AUTOS  |            |          |               |                       |                       | <b>DEDUCTIBLE MAXIMUM</b> <span style="float: right;"><b>\$ 25,000</b></span>             |
|           |   |            |          |               |                       |                       |   |
| <b>6.</b> | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <span style="float: right;">Y/N</span>   | N/A        |          |               |                       |                       | <input type="checkbox"/> WC STATUTORY LIMITS <span style="float: right;">\$</span>        |
|           | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <span style="float: right;"><input type="checkbox"/></span> |            |          |               |                       |                       | E.L. EACH ACCIDENT <span style="float: right;">\$</span>                                  |
|           | describe under DESCRIPTION OF OPERATIONS below  |            |          |               |                       |                       | E.L. DISEASE – E.A. EMPLOYEE <span style="float: right;">\$</span>                        |
|           |   |            |          |               |                       |                       | E.L. DISEASE – POLICY LIMIT <span style="float: right;">\$</span>                         |
|           |   |            |          |               |                       |                       |   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**7. NUMBER AND DESCRIPTION OF AGREEMENT:** CBE NO. 230005, Laboratory Instruments, Specialized Parts, and Services

|  |   |
|--|---|
| <b>8. CERTIFICATE HOLDER</b>   | <b>CANCELLATION</b>   |
| CLARK COUNTY WATER RECLAMATION DISTRICT<br>C/O PURCHASING AND CONTRACTS DEPARTMENT<br>5857 E. FLAMINGO RD<br>LAS VEGAS, NV 89122 | SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | <b>9. AUTHORIZED REPRESENTATIVE</b>   |

**ATTACHMENT "A" – INSURANCE REQUIREMENTS  
CBE NO.: 230005**

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.: 230005**

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. 230005, entitled, Laboratory Instruments, Specialized Parts, and 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

**ATTACHMENT "C" – DISTRICT MOBILIZATION POLICY FOR  
CONTRACTOR/CONSULTANTS  
CBE NO.: 230005**

**1.0 PURPOSE:**

- 1.1 This document provides detailed rules and establishes procedures for all DISTRICT Contractor/Consultants incurring business mobilization expenses related to services provided to the DISTRICT while under contract.

**2.0 BUSINESS TRAVEL:**

- 2.1 Arrangements for business travel shall be made at the lowest reasonable and customary fare available. Travel arrangements shall be booked 14 days in advance of departure, or sooner with prior written approval by the DISTRICT. Upgrade charges to business travel (i.e., upgrading to business/first class, changing your departure/arrival time) are the Traveler's personal responsibility and expense.
- 2.2 Should unforeseen travel delays occur due to weather, national emergency, changes in schedule made by the carrier, etc., the Traveler should use discretion when making arrangements for additional travel to ensure the lowest cost to the DISTRICT.
- 2.3 Travelers shall be held responsible for cancellations costs incurred if, as a result of their own actions, a trip is not taken.
- 2.4 Airport parking fees incurred during business travel for the DISTRICT will be reimbursed at Long Term/Economy parking rates.

**3.0 RENTAL CARS:**

- 3.1 Travelers may be allowed to rent a car at their destination when:
- 3.1.1 It is less expensive (considering all costs including rental, fuel, and taxes) than other transportation such as taxis, public transportation, hotel, and/or airport shuttles.
- 3.1.2 They are transporting heavy equipment, large, bulky, or sensitive materials.
- 3.2 Car rental is limited to an Economy/Standard car. The DISTRICT will not pay for navigation systems, cellular telephones, upgrade in class, or other options provided by the rental company. DISTRICT will not reimburse for insurance coverage provided by Rental Company. Refueling charges from the rental company are not reimbursable, only cost of lowest grade fuel (87 octane) will be reimbursed.
- 3.3 Only the Traveler who signs the rental car agreement will be allowed to drive the rental car. The DISTRICT will not pay the cost to add additional drivers to the agreement.

**4.0 MILEAGE:**

- 4.1 Travelers will be reimbursed for approved business travel using personal vehicles on a fixed mileage rate. If a private vehicle is used for personal convenience, the allowance for travel is one-half the standard mileage reimbursement rate. Additionally, the maximum allowed for personal care usage mileage reimbursement will not exceed the cost of commercial airfare.
- 4.2 Travelers will not be reimbursed for any fuel cost, maintenance costs, car washes, towing, or repairs to their personal vehicles even if these costs result from business travel.
- 4.3 Compensation is not allowed for transportation to/from the home and principal place of business. Mileage may be reimbursed if mileage is in excess of miles to/from home and principal place of business.



**ATTACHMENT "C" – DISTRICT MOBILIZATION POLICY FOR  
CONTRACTOR/CONSULTANTS  
CBE NO.: 230005**

**5.0 LODGING, MEALS AND INCIDENTALS:**

- 5.1 Lodging, Meal and Incidental Per Diem Allowance is defined as a daily payment instead of reimbursement for actual expenses for all lodging (including taxes and fees), meal and incidental expenses, including tips.
- 1.1 Lodging, meal, and incidental expenses for business related travel of Monday through Friday WILL BE REIMBURSED AT THE PER DIEM RATE as established for federal government employees. Exceptions must be pre-approved by DISTRICT personnel in writing.
- 5.3 Per federal guidelines, on the day of departure and the last day of travel, meal and incidental reimbursements will be at 75% of the applicable meal per diem rate.
- 5.4 The current Lodging, Meal and Incidental reimbursement rates for Clark County, Nevada, can be obtained via the Internet at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

**6.0 MEAL REIMBURSEMENT FOR ONE-DAY TRAVEL:**

- 6.1 Travelers shall not be reimbursed for meal and incidental expenses incurred for one day travel. Meal and incidental expenses will only be reimbursed when the travel is outside the local area for longer than a Traveler's ordinary day's work.

**7.0 MISCELLANEOUS TRAVEL EXPENSE EXCLUSIONS:**

- 7.1 Expenses such as alcohol, sightseeing, tours, souvenirs, gifts, toiletries, personal items, movies, health club fees, laundry, sporting events, spas, etc., and any other expenses incurred before or after approved business related travel will not be reimbursed.
- 7.2 Travel expenses incurred by a spouse or other individual accompanying the Traveler on business will not be reimbursed.
- 7.3 Expenses for travel insurance coverage will not be reimbursed.

**8.0 REIMBURSEMENT:**

- 8.1 All original receipts must be submitted for items not included in Per Diem, including all transportation (airfare/bus/rail, etc.), rental car, airport parking fees, and fuel for rental car.

**END OF COMPETITIVE BID EXCEPTION (CBE)  
AGREEMENT NO.: 230005**

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