

## Clark County, Nevada

### Standard Purchase Order Terms and Conditions

**Federal, State and Local Laws:** Provider shall comply with all applicable Federal, State and local laws and regulations relative to conducting business or performing work in and/or for County of Clark, Nevada. Lack of knowledge by Provider shall in no way be a cause for relief from responsibility.

**Governing Law/Venue of Action:** The Purchase Order 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.

**Acceptance:** Notwithstanding any provisions of law, including U.C.C. 2-207 or NRS 104.2207, Provider's written acceptance of this Purchase Order, or Provider's commencement of performance without providing a written rejection of the Purchase Order to Clark County within five (5) business days of receipt, shall convert this Purchase Order, in its entirety, into a legally binding contract. Each heading within these terms shall indicate its applicability. Whether these terms are included in an offer or an acceptance by Provider, Clark County's acceptance is conditioned on Provider's assent to these terms. Any additional, different or conflicting terms contained in Provider's contract, quotation, proposal, invoice(s), browsewrap, clickwrap, shrinkwrap or other non-negotiated terms and conditions published by Provider, or any other written or verbal communication from Provider shall not be binding in any way on Clark County whether or not they would materially alter the Purchase Order, and Clark County hereby objects thereto. Except for the "Rules of Precedence" Section below, these terms do not apply if a specified bid award or contract is referenced on the face of the Purchase Order.

**Rules of Precedence:** In the event of a conflict, the following rules of precedence shall govern the Purchase Order: (1) terms and conditions on the face of the Purchase Order prevail over the Standard Purchase Order Terms and Conditions; (2) all terms and conditions of the Purchase Order prevail over the Uniform Commercial Code Article 2; (3) all terms and conditions of the Purchase Order prevail over any Provider contract, quotation, proposal, invoice(s), browsewrap, clickwrap, shrinkwrap or other non-negotiated terms and conditions published by Provider, or any other written or oral communication from Provider; and (4) the terms and conditions of a Clark County issued solicitation, award or contract referenced on the face of the Purchase Order prevail over the Standard Purchase Order Terms and Conditions.

**New Equipment:** Provider shall guarantee that the items provided under the Purchase Order are new, of the latest and most improved model of current production and of first quality as to workmanship and material used in said units. New equipment is defined as equipment that is made up completely of unused, genuine, and original parts. Equipment shall not have been operated for any purpose other than routine operational testing. Demonstration equipment does not meet this definition and is not acceptable.

**Warranty (Goods):** Provider represents and warrants that goods supplied under the Purchase Order are free from defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications and free from liens or encumbrance of any nature. Provider shall guarantee all workmanship, materials and equipment it has furnished for a period of one (1) year after final acceptance of the equipment and/or materials, or for the period stated in Provider's/Manufacturer's standard warranty, whichever is longer. If any defect or faulty materials are found, Provider shall immediately, upon notification by Clark County, proceed at its own expense to replace or repair the same, together with any damages to all finishes, fixtures, equipment and furnishings that may be damaged as a result of this defective equipment or workmanship. All return of goods will be at Provider's expense. Resolution will be provided by Provider within five (5) calendar days of written notification by Clark County that there is a problem. Replaced and repaired goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer. These warranties shall be in addition to all other warranties, express, implied and statutory. Acceptance or receipt of payment for goods shall not constitute a waiver of any warranty.

**Standard Of Care (Services):** Provider represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Provider represents and warrants that the services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Purchase Order. Provider represents and warrants that the performance of services under the Purchase Order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Provider is bound. These warranties shall be in addition to all other warranties, express, implied and statutory. Acceptance or receipt of payment for services shall not constitute a waiver of any warranty.

**Ownership of Documents:** All materials, drawings, specifications, reports or other documents given, prepared or assembled by Provider are deemed to be Clark County's property when prepared, whether delivered to Clark County or not, constitute "work made for hire" (and all copyrights to which belong to Clark County), and shall, together with any materials furnished to Provider by Clark County, be delivered to Clark County upon request, and, in any event, upon termination or final acceptance of the services. In any event, Provider assigns to Clark County all intellectual property rights in such work whether by way of copyright, trade secret or otherwise, and whether or not subject to protection by copyright laws. However, Provider shall retain all rights to its preexisting standard details, specifications, computer software or other intellectual property and hereby licenses such preexisting materials to Clark County through a fully paid, worldwide, royalty-free, non-exclusive and perpetual license, for Clark County's own use and any future use, replacement, or correction of the services. If Provider (or subcontractor) labels a document owned by Clark County as Provider's (or subcontractor's) proprietary or confidential document, such label shall be deemed void.

**Price Stability:** Provider agrees that all prices quoted shall remain firm until the later of (a) sixty (60) calendar days from the date quoted or (b) the date of expiration referenced in the quote document.

**Changes/Amendments:** No modification or changes to the Purchase Order shall be binding unless approved in writing by Clark County. Clark County shall have the right at any time to make changes to the Purchase Order by written notice to Provider, and Provider agrees to comply with such changes. If such changes cause a material increase or decrease in Provider's costs or time of performance of the Purchase Order, Provider shall notify Clark County immediately.

**Purchase Order Cancellation:** Clark County's Purchasing Department may cancel any Purchase Order upon thirty (30) calendar days written notice to Provider.

**Bankruptcy:** In the event Provider files for bankruptcy protection, the Purchase Order is automatically null and void and is terminated without further order.

**Taxes:** Clark County is exempt from paying Sales and Use Tax and Federal Excise Tax. Price(s) must be net, exclusive of these taxes. Provider shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any goods and /or services delivered under the Purchase Order. Clark County falls under the fiscal responsibility of Clark County, Nevada as a government entity. **Tax Identification Number is 88-600028**

**Purchase Order Identification:** The Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the Purchase Order. Packing lists indicating the contents of each package will accompany each shipment.

**Invoices:** All invoices must reference the Purchase Order number and shall be sent to the address listed on the face of the Purchase Order. In addition to the Purchase Order number, invoices should include the following: Provider's name and address, date and number of invoice and any other applicable information (e.g., quantity, description, period of performance), necessary to identify the goods or services for which payment is requested. Clark County will not be responsible for equipment, materials, services, or supplies delivered or furnished to Clark County without a valid Purchase Order number.

**Payment:** Standard terms for payment shall be **NET THIRTY (30) DAYS** unless otherwise noted on the face of the Purchase Order. Any payment discount period offered will be calculated from the date of receipt of a complete, correct invoice, or receipt and acceptance of goods or services, whichever is later.

**Clark County's Fiscal Limitations:** The content of this section shall apply to the entire Purchase Order, take precedence over any conflicting terms and conditions and shall limit Clark County's financial responsibility. Clark County reasonably believes that funds can be obtained sufficiently to make all payments during the term of the Purchase Order. If Clark County does not allocate funds to continue the purchase of the product of service, in accordance with NRS 354.626, the Purchase Order shall be terminated when appropriated funds expire.

**Assignment:** Provider shall not assign, transfer, convey or otherwise dispose of the Purchase Order or its right, title or interest in, or to the same or any part thereof, without prior written consent of Clark County.

**Insurance:**

I. (Goods)

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Order: commercial general liability insurance; automobile liability insurance; worker's compensation insurance; and employers' liability insurance.

II. (Services)

Provider shall obtain and maintain the following insurance coverages: (a) commercial general liability insurance, \$1 million each occurrence, \$1 million personal and advertising injury, and \$2 million general aggregate; (b) automobile liability insurance, with a combined single limit of \$1 million for bodily injury and property damage for each occurrence; (c) professional liability insurance (errors and omissions), \$1 million each claim and \$1 million annual aggregate and if written on claims-made basis, Provider shall ensure that any retroactive date under that policy shall precede the effective date of the Purchase Order and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time the services are completed and accepted by Clark County; (d) workers compensation insurance per statutory requirements and employer's liability insurance, with the following limits: (1) \$1 million each accident; (2) \$1 million disease/employee; and (3) \$1 million disease/policy limit; (e) cyber security and privacy liability insurance for theft, dissemination and/or use of confidential information, with the following limits: \$2 million each claim and \$2 million annual aggregate; and (f) technical professional liability insurance (errors and omissions) with cyber protection with the following limits: \$2 million each claim and \$2 million annual aggregate. Provider shall maintain a "Certificate of Insurance" naming Clark County as an "Additional Insured" under (a), (b) and (d) stating that the insurance is primary with respect to Clark County's interest and that any insurance retained by Clark County is in excess and not contributory, providing for separation of insured coverage, and providing waivers of subrogation on all coverage.

**Independent Contractor:** Provider is deemed to be an independent contractor under the Purchase Order, and nothing herein shall be deemed to create an employment, partnership or agency relationship.

**Indemnification:** Provider agrees, by acceptance of the Purchase Order, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold Clark County harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Provider or its principals, employees, subcontractors or other agents while performing under the Purchase Order. Provider shall indemnify, defend, and hold harmless Clark County for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent. Any pre-printed or additional terms providing for indemnification or hold harmless commitments by Clark County do not apply to the Purchase Order and are rejected by Clark County unless Clark County signs the document setting forth such terms in strict

compliance with the then applicable fiscal signature policy of Clark County. Without limitation of the foregoing, Clark County's hold harmless and indemnification obligations will be subject to the limitations set forth in the NRS.

**Delivery Requirements:** Unless otherwise stated on the face of the Purchase Order, all prices shall be F.O.B. destination, and title shall pass to Clark County upon acceptance at the final delivery point. Prices shall include delivery as well as any necessary unloading. If delivery of product(s) or services(s) cannot be made as specified and at the price shown on the Purchase Order, Provider must notify Clark County Purchasing immediately. Do not make delivery without Clark County's written authorization. Any correspondence other than invoices related to the Purchase Order must be sent to Clark County Purchasing. Over shipments will not be accepted unless authorized by Clark County in advance and in writing, or the overage will be returned to Provider at Provider's expense.

**Right of Inspection and Rejection:** All goods and/or services provided will be subject to inspections, tests and approval/acceptance by Clark County. 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/or equipment will be returned at Provider's expense. Nonconforming goods will be returned to Provider freight collect, and risk of loss will pass to Provider upon Clark County's delivery to the common carrier. No material or equipment returned to Provider as defective shall be replaced except upon Clark County's written authorization.

**Clark County's Property:** All property owned by Clark County and furnished to Provider for the purpose of performance of the Purchase Order will be identified and marked as Clark County's property and adequately insured for Clark County's protection. If Clark County's property becomes lost or damaged to any extent while in Provider's possession from any cause, including faulty workmanship and/or negligent acts by Provider, its agents or its employees, Provider agrees to replace such property or reimburse Clark County for the value or expense of replacement, whichever is greater in accordance with Clark County's request.

**Non-Endorsement:** Provider agrees to make no reference to Clark County in any literature, promotional material, brochures, sales presentations, or the like, without the express written authorization of Clark County.

**Force Majeure:** Provider 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. Provider shall provide Clark County satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

**Material Safety Data Sheets:** Provider shall provide current Material Safety Data Sheets for all hazardous materials and products delivered under this Purchase Order.

**Non-Discrimination:** Clark County is committed to promoting full and equal business opportunity for all persons doing business in Clark County. Provider acknowledges that Clark County has an obligation to ensure that public funds are not used to subsidize private discrimination. Provider 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 expression, age, disability, national origin, or any other protected status, Clark County may terminate the Purchase Order.

**No Conflict of Interest:** Provider represents that to its knowledge there is no relationship with any Clark County employee, appointed official, or elected official that would create a conflict of interest under applicable law in connection with the Purchase Order.

**Termination:** Clark County may by written notice terminate the Purchase Order, in whole or in part. In the event the Purchase Order is terminated because of Provider's default, Provider shall be liable for all damages allowed in law or equity, including the excess cost of procuring similar items. If the Purchase

Order is terminated for the convenience of Clark County, Provider will be compensated to the extent that items have been accepted by Clark County prior to the effective date of termination. Other than to this extent, Clark County shall not be liable to Provider for any damages on account of its failure to accept all the items ordered.

**Companies that Boycott Israel:** Provider certifies that, at the time it performed under the Purchase Order, it was not engaged in, and agrees for the duration of the Purchase Order term, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

**Public Records:** Clark County 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 Clark County's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person.

**Audits:** The performance under the Purchase Order by Provider is subject to review by Clark County to ensure compliance. Provider agrees to provide Clark County all information requested that relates to the performance under the Purchase Order. All requests for information will be in writing to Provider. 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 cause for termination of the Purchase Order.

**Immigration Reform and Control Act:** In accordance with the Immigration Reform and Control Act of 1986, Provider agrees that it will verify the identity and employment eligibility for anyone employed under the Purchase Order.

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

**No Waiver:** The failure of a party to enforce any of the provisions of the Purchase Order at any time, or to require performance by the other party any of the provisions of the Purchase Order at any time, will not be a waiver of any provision, nor in any way affect the validity of the Purchase Order, or the right of any party to enforce each and every provision.

**Subcontracts:** Services specified in the Purchase Order shall not be subcontracted by Provider, without the written authorization of Clark County. Authorization by Clark County of Provider's request to subcontract or acceptance of or payment for subcontracted work by Clark County shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of the services performed. Provider shall be and remain liable for all damages to Clark County caused by negligent performance or non-performance of services performed under the Purchase Order by Provider's subcontractor.

**Safeguards:** Provider shall maintain reasonable security measures to protect records containing personal information from unauthorized access, acquisition, destruction, use, modification or disclosure per NRS Chapter 603A to ensure against a breach of the security of personal information of clients, staff or other individuals. Provider shall be solely responsible for any liabilities, fines, or penalties and the like arising from Provider's failure to comply with the security requirements of NRS Chapter 603A. Provider agrees to (a) notify Clark County within seventy-two (72) hours upon discovery of the Breach, (b) within fifteen (15) business days of discovery of the breach, provide Clark County with all content necessary for notification, and (c) to fully cooperate with Clark County's analysis and final determination on whether to notify affected individuals, media, or other parties.

**Click Wrap Disclaimer:** No other terms. No (a) “click to accept” or “shrink-wrap” agreement, or (b) references to web based (URL) terms and conditions, or (c) documents not specifically incorporated hereunder, that may be required for the (i) installation of any product, including minor releases, major releases, maintenance releases and new versions thereof, or (ii) for a user(s) to install, access or use the product, documentation or other materials shall apply. No other terms or conditions referenced therein or conditioned for the installation or use of the product shall apply.

**Confidential Information and Data:**

i. Confidentiality. Clark County might provide Confidential Information (as defined below) to Provider in connection with the Purchase Order. Provider shall (1) maintain the confidentiality of Clark County's Confidential Information and not disclose it to a third party, except as authorized by Clark County in writing, as required by law, or as required by a court or other regulatory body or government agency of competent jurisdiction; (2) restrict disclosure of Confidential Information to personnel who have a reasonable basis for needing access to such information and who are bound by confidentiality obligations similar to those in these terms; (3) take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its personnel who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be with the same degree of care that Provider uses to protect its own Confidential Information and in no event less than a reasonable amount of care; (4) not use the Confidential Information, except to further the purposes of the Purchase Order or as may be required to report to Provider's governing body, legal advisors, financial advisors, or regulators, and not sell the Confidential Information; (5) promptly notify Clark County upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (6) establish and maintain any additional physical, electronic, and procedural controls and safeguards to protect the Protected Data (as defined below) from unwarranted disclosure as may be required for Clark County to comply with all laws. The responsibilities under this Section shall continue for five (5) years after the termination or expiration of the Purchase Order for Confidential Information that is not Protected Data or a trade secret under law and for Protected Data and trade secrets shall continue for so long as such Confidential Information remains Protected Data or a trade secret under law.

ii. “Confidential Information” means information that is disclosed by Clark County under the Purchase Order in verbal, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent. Confidential Information does NOT include any information that: (1) is or becomes publicly known through no wrongful act of Provider; (2) is already known to Provider without restriction when it is disclosed; (3) is or becomes rightfully and without breach of any obligations, in Provider's possession lawfully without any obligation restricting disclosure; (4) is independently developed by Provider without breach of any obligations; (5) is explicitly approved for release by written authorizations of Clark County; or (6) required to be open to public inspection pursuant to NRS Chapter 239 and is not subject to an applicable exception or declared by law to be confidential (as determined by Clark County in its sole and absolute discretion).

iii. “Personal Information” means: (1) any data or information accessible by Provider as a result of its business relationship with Clark County that can be used to identify or locate a natural person, including but not limited to: name, address, telephone number, email address, social security number, or driver's license number; (2) any other data, such as, but not limited to, identifiers, demographic or behavioral data, when such data is linked or has the capacity to be linked to a specific person; and (3) “personal information” as that term is defined in NRS 603A.040 or any comparable Nevada statutes, and any Nevada regulations promulgated under such state statutes. Personal Information includes any list, description or other grouping of individuals that is derived using any of the foregoing.

iv. “Protected Data” means any Personal Information that is protected or covered by law or a Clark County policy. Protected Data will not be excluded from coverage merely because it is provided to Provider in a manner that commingles the Protected Data with other data that is not Protected Data.

v. **Rights in Data.** All data created and/or processed in connection with the services is and remains the property of Clark County and shall in no way become attached to the services, nor shall Provider have any rights in or to the data of Clark County. Clark County shall own all data created and/or processed by the services, and/or any Clark County provided data that resides in the service's environment, to include disaster recovery site(s), equipment and media. Provider is granted no rights hereunder to use the customer data except to the extent necessary to fulfill its obligations to Clark County.

vi. **Return of Data.** Provider agrees to return all original data and any data contained in any derivative work to Clark County in a mutually agreed upon format within thirty (30) days of the expiration of the term set forth under the Purchase Order. Delivery must be through a secured electronic transmission or on encrypted portable media by parcel service that utilizes tracking numbers.

**Use, Storage or Other Processing of Clark County's Protected Information:**

i. **Data Storage.** Provider represents and warrants that its creation, collection, receipt, access, use, transmission, storage, disposal, and disclosure of Confidential Information and Protected Data ("Protected Information") does and will comply with law, as well as all other applicable regulations and directives. Provider shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed by Provider at least annually.

ii. **Standards.** Without limiting Provider's obligations for the creation, use, storage or other processing of Protected Information, Provider shall provide all available reports that substantiate compliance with accepted industry practices applicable to the services, including, NRS Chapter 603A, Criminal Justice Information System, the International Organization for Standardization's standards: ISO/IEC 27001 – Information Security Management Systems – Requirements and ISO/IEC 27002 – Code of Practice for International Security Management, the Control Objectives for Information and related Technology (COBIT) standards, Payment Card Industry Data Security Standard (PCI DSS), the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or any other applicable industry standards for information security, and shall ensure that all such internal safeguards, including the manner in which Protected Information is created, collected, received, accessed, used, transmitted, stored, disposed, and disclosed, comply with law, as well as the Purchase Order.

iii. **Breach.** Provider shall notify Clark County without unreasonable delay and in the most expedient time possible of a security breach where unencrypted Protected Information transferred to Provider by Clark County was or is reasonably believed to have been accessed or acquired by an unauthorized person ("Security Breach"). Immediately following Provider's notification to Clark County of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Provider agrees to fully cooperate in Clark County's handling of the matter, including, without limitation: (1) assisting with any investigation; (2) providing Clark County with physical access to the facilities and operations affected; (3) facilitating interviews with Provider's employees and others involved in the matter; and (4) making available all relevant records, logs, files, data reporting, and other materials required to comply with law, industry standards, or as otherwise required by Clark County.

iv. **Oversight.** Upon Clark County's request, Provider shall confirm compliance with these terms, as well as any applicable law and industry standards. Provider shall promptly and accurately complete a written information security questionnaire provided by Clark County at Clark County's discretion, not to exceed frequency of one time per annum, or a third party on Clark County's behalf, regarding Provider's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Provider to Clark County under the Purchase Order. Provider shall fully cooperate with such inquiries. In addition, upon Clark County's request, Provider shall provide Clark County with the results of any audits performed by or on behalf of Provider that assess the effectiveness of Provider's information security program as relevant to the security and confidentiality of Protected Information.

**SHOULD ANY PORTION OF THE PURCHASE ORDER BE PAID FOR USING FEDERAL FUNDING, THE BELOW TERMS AND CONDITIONS SHALL ALSO APPLY:**

**Records and Auditing:** Provider shall maintain accurate and complete books, documents, accounting records and other records pertaining to the goods and services for six (6) years (or longer as required by applicable law) from the later of the date of final payment under the Purchase Order or Clark County's acceptance of the goods and services. Provider shall make such records available to Clark County for inspection, audit, examination, reproduction, and copying at Provider's offices at all reasonable times. However, if requested, Provider shall furnish copies of said records at its expense to Clark County, within seven (7) business days of the request.

**Remedies:** Contracts for more than the Federal simplified acquisition threshold which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to this rule when Federal funds are expended by Clark County. Clark County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Termination For Cause and for Convenience for Purchases Made With Federal Funds:** When Federal funds are expended by Clark County, Clark County reserves the right to immediately terminate any contract in excess of the Federal Micro-purchase threshold resulting from the procurement process in the event of a breach or default of the agreement by Provider, in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Clark County also reserves the right to terminate the contract immediately, with written notice to Provider, for convenience, if Clark County believes, in its sole discretion that it is in the best interest of Clark County to do so. Provider will be compensated for work performed and accepted and goods accepted by Clark County as of the termination date if the contract is terminated for convenience of Clark County. Any award under the procurement process is not exclusive and Clark County reserves the right to purchase goods and services from other providers when it is in the best interest of the Clark County.

**Equal Employment Opportunity:** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

Therefore, if applicable, during the performance of this contract, Provider agrees as follows:

- I. Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- II. Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- III. Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Provider's legal duty to furnish information.
- IV. Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Provider's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- VI. Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or contractor. Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, Provider may request the United States to enter into such litigation to protect the interests of the United States.

Provider further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Provider so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Provider agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

Provider further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Provider agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

**Davis-Bacon Act:** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**Compliance With the Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Clean Air Act and the Federal Water Pollution Control Act:** Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Provider agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act, as amended, 33 U.S.C. 1251 et seq. Further, Provider agrees to report each violation to Clark County and Clark County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Finally, Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **Suspension and Debarment**

- I. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Provider is required to verify that none of Provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- II. By entering into this contract, Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
- III. Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- IV. This certification is a material representation of fact relied upon by Clark County. If it is later determined that Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Provider agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract. Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment:** Providers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Pursuant to this Federal rule, when Federal funds are expended by Clark County, Provider certifies that during the term and after the awarded term of an award for all contracts by Clark County resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Provider further certifies that:

- I. No Federal appropriated funds have been paid or will be paid by or on behalf of Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Provider shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Provider shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Procurement of Recovered Materials:** When Federal funds are expended by Clark County, Clark County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to this Federal rule, when Federal funds are expended by Clark County, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Provider certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for With Federal Funds:** When Federal funds are expended by Clark County, Provider is required to take all

affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- A. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- I. Procure or obtain;
  - II. Extend or renew a contract to procure or obtain; or
  - III. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

### **Domestic Preferences for Procurements:**

- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

- I. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- II. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Clark County, Provider, or any other party pertaining to any matter resulting from this contract.

**Program Fraud and False or Fraudulent Statements or Related Acts:** Provider acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Provider's actions pertaining to this contract.