

CLARK COUNTY, NEVADA

CBE NO. 606967-24

ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES

JOHNSON CONTROL FIRE PROTECTION LP
NAME OF FIRM
Melissa Tolentino, Customer Care Rep
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
7225 Belcastro Street, Suite #150 Las Vegas, Nevada 89113
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 739-1921
(AREA CODE) AND TELEPHONE NUMBER
(702) 736-6521
(AREA CODE) AND FAX NUMBER
melissa.tolentino@jci.com
E-MAIL ADDRESS

**ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS
AND SMOKE CONTROL RECERTIFICATION SERVICES**

This Contract is made and entered into this _____ day of _____ 2024, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and JOHNSON CONTROLS FIRE PROTECTION (hereinafter referred to as PROVIDER), for ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance.

WHEREAS, PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through April 30, 2025, with the option to renew for four (4), one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of fire alarm full-coverage services, additions, and modifications described in Exhibit A for the facilities listed in Exhibit C for the not-to-exceed amount of \$151,370.04 annually and for the performance and completion of smoke control testing services for not to exceed amount of \$67,200.00 annually, for the total not to exceed amount \$1,092,850.20 through April 30, 2029, COUNTY'S obligation to pay PROVIDER cannot exceed the not-to-exceed amount. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Monthly Payments

PROVIDER will be entitled to monthly payments for work completed in accordance with the dollar value indicated for each facility listed in Exhibit C.

C. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in Exhibit A, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.

- b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this Contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: <http://www.gsa.gov/portal/category/21287>.
 - c. Expenses not defined in Exhibit A, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by COUNTY.
 - d. A "BUDGET SUMMARY COMPARISON" which outlines the total amount PROVIDER was awarded, the amount expended to date, the current invoice amount, the total expenditures, and the remaining award balance must accompany all invoices.
 - e. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
- 4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
 - 5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
 - 6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
 - 7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, as agreed upon in Exhibit A, Scope of Work.
 - 8. Invoices shall be submitted to: RPMContractshop@clarkcountynv.gov.
 - 9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'S Fiscal Limitations

- 1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
- 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
- 3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A for the facilities listed in Exhibit C of this Contract, both attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent PROVIDER, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.

- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Kimberly McLaughlin, Senior Property Coordinator, Real Property Management Operations telephone number (702) 455-0916 or her designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- C. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$100.00** calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.
- D. During smoke control testing scenarios time is of the essence in this Contract. PROVIDER shall complete the PROJECT in accordance with the timelines and deliverables provided by COUNTY.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. the opportunity to cure;
- b. not less than ten (10) calendar days written notice of intent to terminate; and
- c. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
- b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Termination for Default

- a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
- b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
- c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
- d. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
- e. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

- f. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

4. Covenant Against Contingent Fees

PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Clark County Real Property Management, Operations
Joshua Erickson, Manager of Operations
500 Grand Central Parkway – Central Plant
PO Box 551825 Las Vegas, Nevada 89155

TO PROVIDER: Johnson Control Fire Protection LP
Melissa Tolentino, Customer Care Rep
7225 Belcastro Street Suite # 150
Las Vegas, Nevada 89113

SECTION XII: MISCELLANEOUS

- A. Independent PROVIDER
PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.
- B. 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 of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that 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 gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and Las Vegas Metropolitan Police Department and their employees, officers and agents of COUNTY and Las Vegas Metropolitan Police Department from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Annual Performance Bond

Prior to execution of a contract, PROVIDER shall furnish an "Annual Performance Bond" in the amount of **\$200,000.00**. PROVIDER shall pay all premiums and costs of bonds. **The performance bond shall be written on the form provided by COUNTY.** PROVIDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by a licensed non-resident agent must be countersigned by a resident (Nevada) agent per the provisions of NRS 680A.300.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies. The performance bond for the contract renewal years after the initial contract term shall be provided to COUNTY by PROVIDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

If a "Continuation Certificate" or a new performance bond in lieu of a "Continuation Certificate" is not provided as required, COUNTY may suspend performance immediately following the expiration of the current performance bond with no compensation due to PROVIDER and invoke liquidated damages and/or terminate the Contract.

The performance bond shall be sent to the Purchasing and Contracts Division, 500 South Grand Central Parkway, 4th Floor, Las Vegas Nevada 89106, Attention: Insurance Coordinator, **no later than ten (10) calendar days after COUNTY'S request.**

G. Governing Law

Nevada law shall govern the interpretation of this Contract.

H. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.

3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. 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 a material breach of Contract and be cause for suspension and/or termination of the Contract.

J. Covenant

PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit D). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

N. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

O. Authority

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

P. 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 COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

Q. Severability

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

R. Non-Endorsement

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

S. Public Records

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 COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

T. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial 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 PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only 1 written price adjustment request(s) will be accepted from PROVIDER per CONTRACT term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Producer Price Index (CPI): All Commodities. Series ID: WPU000000000 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI change or three (3) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase, Letter from Manufacturer/ Distributor.

☐ Discontinued Price Index:

Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicating the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial CONTRACT term and for any subsequent term(s) if the decrease exceeds 10 percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

☐ Multiple Line Items

When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

U. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, 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.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

JOHNSON CONTROLS FIRE PROTECTION LP

By:  _____
RICHARD SLACK
Southwest Area General Manager

04/08/2024

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: *Jason Patchett*
[Jason Patchett \(Apr 10, 2024 13:45 PDT\)](#)
JASON B. PATCHETT
Deputy District Attorney

Apr 10, 2024

DATE

EXHIBIT A
ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS,
MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES

SCOPE OF WORK

Clark County has over 600 buildings and facilities it maintains. Some of the buildings are 24-7 facilities such as the Regional Justice Center (RJC), others are the COUNTY seat for officials such as the Laughlin Government Center, and Public Administrators Office. It is critical that all fire life systems such as fire alarm systems are inspected and tested each year and that all necessary repairs, modifications, and additions are made in a timely manner. This is a dual-purpose contract. First, this is a full-coverage contract defined as a contract that provides 100% inclusion of costs for labor, parts and materials for fire alarm system inspections, testing and repair as well as emergency services. Any COUNTY requested or required additions and/or modifications will be quoted against the labor and material rates contained herein. Secondly, this Contract encompasses smoke control recertification services at the Clark County Regional Justice Center during the term of the Contract.

1. **DOCUMENTATION SUBMITTAL REQUIRED**

PROVIDER shall furnish the following information prior to Contract execution:

- A. PROVIDER shall designate a Project Manager to provide contract management and oversight. Provide name, phone number and e-mail address of Project Manager. Should another Project Manager be assigned, it is PROVIDER'S responsibility to notify COUNTY, in writing, within ten (10) business days of the change;
- B. Fire Alarm Inspections / Testing / Repair / Programming– copy of current Nevada Fire Marshall Registration F for PROVIDER'S employees assigned to perform service and inspections on COUNTY'S equipment and factory certifications for programming. Any new employee hired by PROVIDER, shall be required to submit to COUNTY, copies of above mentioned cards and certificates prior of working on COUNTY'S property;
- C. Fire Alarm Modifications and Additions – copy of NICET Level II certification or higher for PROVIDER'S employee(s) who will be pulling permits on COUNTY'S behalf. COUNTY is aware that the cities, Clark County and the State Fire Marshall's Office are discussing the adoption of NICET Level III certification which will require a designer of fire alarm systems to hold a NICET Level III certification. PROVIDER is on notice that if this code is adopted during the term of this Contract, the PROVIDER shall comply with such certification;
- D. Copies of all certificates of factory or in-house training and code compliance classes for PROVIDER'S employees assigned to perform services and inspections on COUNTY'S equipment;
- E. PROVIDER must submit a letter from respective manufacturer stating their company is a Factory Authorized Representative (Dealer) for area, region, etc. for the following system Simplex.

2. **DEFINITIONS**

- A. NFPA – National Fire Protection Association
- B. FACP – Fire Alarm Control Panel
- C. AHJ – Authority (City or County) having jurisdiction for building codes and permits
- D. Repair – is defined as fixing an existing unit, panel, alarm, etc.
- E. Modification – is defined as moving an existing unit, panel, alarm, etc., from one location to another based on the request of the Fire Department or Authority having jurisdiction for the building.
- F. Addition – is defined as adding a new unit, panel, alarm, etc. based on the request of the Fire Department or Authority having jurisdiction for the building.

3. SAFETY REQUIREMENTS

The safety of PROVIDER'S employees or representatives and others in or around the area of repairs or maintenance shall be the responsibility of PROVIDER. PROVIDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY 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 COUNTY or COUNTY'S representative. If barricades are needed to insure safety, PROVIDER shall provide them at no cost to COUNTY.

4. SERVICE WORKERS BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, PROVIDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of PROVIDER'S owners and officers.

PROVIDER 'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate.

All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny PROVIDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, PROVIDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. PROVIDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. PROVIDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. PROVIDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of PROVIDER.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. PROVIDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. PROVIDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge. Failure to follow this procedure may result in termination of CONTRACT.

5. PROHIBITED ACTIVITIES WHILE ON OWNER'S PROPERTIES

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

6. INGRESS AND EGRESS OF FACILITIES

PROVIDER'S employees must notify COUNTY or COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. PROVIDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

7. KEYS / ACCESS CARDS

PROVIDER shall have full responsibility for protection of all keys / access cards furnished to PROVIDER and/or PROVIDER'S employees. PROVIDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. PROVIDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of the Contract or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance.

8. ADDITIONAL EQUIPMENT

Additional equipment may be installed by COUNTY and added to the contract after the manufacturer's warranty and new construction warranty has expired.

9. ADDITIONAL REQUIREMENTS

Although particular COUNTY departments may be identified in the solicitation, unless otherwise documented in the Contract, other COUNTY departments may utilize the resulting Contract.

10. LOCAL FACILITY

PROVIDER shall maintain a local factory authorized service station or representative. The station shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of this Contract.

11. SERVICE PROVIDER REQUIREMENTS

- A. PROVIDER'S employees performing under this Contract shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care;
- B. PROVIDER'S employees assigned to perform under this Contract must have at least five (5) years of experience. Replacement employees must also meet the five (5) years of experience qualification unless PROVIDER receives a waiver in writing from COUNTY to approve an employee with less than five (5) years of experience.

12. PERFORMANCE REQUIREMENTS FOR FULL-COVERAGE SERVICES

- A. This is a full-coverage maintenance contract with twenty-four (24) hour a day, seven (7) days a week response, monthly inspections for Regional Justice Center and quarterly inspections for Public Administrator building, and Laughlin Regional Government Center, Fire Alarm Inspection/Testing with parts and labor included. Modifications and Additions as required will be quoted against the hourly rates and material cost structure included herein. Smoke control recertification services to be billed against the specific hourly rates structure included herein. The only time PROVIDER can bill COUNTY for any parts and repairs is if damage is done by Mother Nature or vandals.
- B. Immediately following contract award, PROVIDER shall develop an inspection/Test work plan for the Regional Justice Center, Public Administrator Building, and the Laughlin Regional Government Center. This work plan shall include at minimum a list of devices to be tested for each associated inspection for the calendar year. Laughlin Regional Government Center has an area with high ceilings and requires a lift to access. PROVIDER is responsible for renting a lift annually for inspection and any time these devices need service.

- C. COUNTY considers the PROVIDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. COUNTY is relying on the PROVIDER'S expertise to assure COUNTY'S compliance with all applicable laws, regulations, and codes regarding fire alarm systems. When, in the opinion of PROVIDER, COUNTY is not in compliance with applicable laws, regulations, or codes, PROVIDER shall immediately notify COUNTY and make recommendations to bring the system up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.
- D. PROVIDER shall test, inspect, clean, repair, and furnish installation of replacement equipment for COUNTY'S fire alarm systems. All systems shall be maintained in accordance with manufacturers' specifications, NFPA, Nevada State Fire Marshal, local AHJ regulations and recognized industry standards at all times. PROVIDER shall keep all fire panel boxes clear of debris and dirt or dust and wipe down outside of boxes at each inspection.
- PROVIDER shall provide labor and/or materials to repair or replace failed, expired or worn components to maintain fire alarm system in optimal operating condition at no additional cost to COUNTY. Components that are suspected of being faulty shall be repaired or replaced in advance to minimize the occurrence of system interruptions.
- All services performed, parts or material installed and equipment used in the performance of services under this Contract shall be subject to inspection and testing by COUNTY to insure compliance with Contract and industry standard.
- Any services performed that are deemed by COUNTY not in conformity with the specifications of this Contract or industry standard shall require PROVIDER to perform services again within seventy-two (72) hours at no additional cost to COUNTY. Consistent sub-standard performance and/or quality of work may result in the termination of this Contract. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of PROVIDER'S employees from performing work on COUNTY'S property.

13. SERVICE, REPAIR, MODIFICATION AND ADDITIONS REPORTS FOR FULL-COVERAGE SERVICES

- A. A permanent record of all service, repairs modifications and additions shall be provided and distributed as follows:
1. Immediately following completion of work: In the vicinity of the fire alarm control panel for that location.
 2. If systems' discrepancies are noted-within two (2) hours following completion of work, an email notification must be sent to firelifesafety@clarkcountynv.gov
 3. Attached to invoice.
- B. The information listed below shall be included on each report:
1. Date;
 2. Name and address of location;
 3. Work order number, as provided by COUNTY;
 4. Name of person(s) performing inspection and Nevada State Fire Marshall certificate number;
 5. Description of work requested by COUNTY
 6. Detailed description of work performed:
 7. Detailed list of materials used
 8. Labor hours for each technician; and
 9. Status of system upon arrival and departure

- C. NFPA 72 – PROVIDER will adhere to the following Code Requirements:
Per NFPA 72 - When an initiating device, notification appliance, or control relay is added, it shall be functionally tested.
10.4.2.1.2 *When an initiating device, notification appliance, or control relay is deleted, another device, appliance, or control relay on the circuit shall be operated.*
10.4.1.2.1.3 *When modifications or repairs to control equipment hardware are made, the control equipment shall be tested in accordance with Table 10.4.2.2, items 1(a) and 1(d).*
10.4.1.2.1.4 *When changes are made to site-specific software, the following shall apply:*
(1) *All functions known to be affected by the change, or identified by a means that indicates changes, shall be 100 percent tested.*
(2) *In addition, 10 percent of initiating devices that are not directly affected by the change, up to a maximum of 50 devices, also shall be tested and correct system operation shall be verified.*
10.4.1.2.2 *Changes to all control units connected or controlled by the system executive software shall require a 10 percent functional test of the system, including a test of at least one device on each input and output circuit to verify critical system functions such as notification appliances, control functions, and off-premises reporting.*

14. INSPECTION REQUIREMENTS FOR FULL-COVERAGE SERVICES

- A. PROVIDER shall be required to perform inspections in conjunction with COUNTY'S current Sprinkler/Suppression, fire door, kitchen hood and monitoring Contractors.

15. INSPECTION / TESTING REPORT REQUIREMENTS FOR FULL-COVERAGE SERVICES

- A. A permanent record of all inspections and testing shall be provided and distributed as follows:
1. Immediately following completion of work: PROVIDER shall leave a copy of the Inspection and Testing Report in a binder in the vicinity of the fire alarm control panel for that location.
 2. If systems discrepancies are noted-within two (2) hours following completion of work an email notification must be sent to firelifesafety@clarkcountynv.gov
 3. Attached to invoice.
- B. The information listed below shall be included on each report:
1. Date;
 2. Test frequency;
 3. Name and address of location;
 4. Work order number, as provided by OWNER;
 5. Name of person(s) performing inspection and Nevada State Fire Marshall certificate number;
 6. Quantity and detailed device location of all equipment tested, cleaned and inspected;
 7. Any discrepancies in system device functionality. Include model/part number and exact location for any inoperable device(s). All recommendations for system changes must be listed separately from discrepancies; and
 8. System status upon arrival and departure.
- C. If discrepancies are found during inspection, PROVIDER shall notify COUNTY within two (2) hours of inspection and shall repair discrepancies within 72 hours.

16. HOURS OF SERVICE – (excluding smoke control recertification testing)

- A. Testing, inspection and repair of fire alarm systems at the Regional Justice Center and any new buildings, as determined by COUNTY, shall be conducted Monday through Friday, 5:00 p.m. to 7:00 a.m. PST, Saturday or Sunday 6:00 a.m. to 5:00 p.m. PST – inspection pricing should reflect after hour labor rates.
- B. The remaining buildings shall be serviced Monday through Thursday, 6:00 a.m. to 5:00 p.m. PST.

- C. PROVIDER shall notice the following Clark County holidays:

STATE OF NEVADA LEGAL HOLIDAYS

PROVIDER is advised that below there are eleven (11) firm legal holidays and twelve (12) when December 31st falls on Friday.

Martin Luther King's Birthday

Presidents' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Nevada Admission Day

Veteran's Day

Thanksgiving Day and the Friday After

Christmas Day

New Year's Day

PROVIDER is required to verify dates with COUNTY'S representative prior to commencement of the Project.

PROVIDER shall provide list of their observed Holidays to COUNTY Fire Life Safety staff.

- D. Service shall be coordinated with the Fire Life Safety Staff at (702) 455-1069, or emailed to firelifesafety@clarkcountynv.gov, or their designee. This is to ensure access and the least disruption to COUNTY at all locations.

17. NORMAL RESPONSE TIME FOR FULL-COVERAGE SERVICES

Response time to be on site, for call-out or call-back services in the Las Vegas Valley area shall be within two (2) hours from the time that COUNTY'S designated representative calls the twenty four (24)-hour service. The response time for remote areas shall be four (4) hours from the time COUNTY'S designated representative calls the twenty four (24)-hour service.

COUNTY will provide PROVIDER with a list of designated employees authorized to request after hour services.

18. SERVICES AND EMERGENCY REPAIR FOR FULL-COVERAGE SERVICES

- A. Repair call-out services shall be available on a twenty-four (24) hour basis. PROVIDER shall maintain the staff required to respond to multiple call-outs, if required.
- B. PROVIDER shall have twenty four (24) hours per day, seven (7) days per week answering service and provide a problem resolution escalation list of twenty-four (24)-hour local contact phone numbers.
- C. PROVIDER shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of the contract. All work orders and service tickets for repair services outside of covered work shall have a breakout for labor and materials costs separately. COUNTY recognizes the vast variation of parts required to maintain numerous systems. If a repair requires overnight shipping to meet the performance timeframes of the Contract, PROVIDER shall obtain approval from COUNTY'S designated representative in order for shipping to be reimbursed if repair is not covered under full maintenance. COUNTY'S designated representative will send written confirmation to PROVIDER, either by e-mail or fax. The invoice shall breakout, labor, parts, and shipping in this case. COUNTY will only pay shipping for the items pertinent to the referenced work.
- D. PROVIDER shall repair a system within twenty-four (24) hours after being notified by COUNTY that a system requires service, if repair cannot be completed in twenty-four (24) hours, PROVIDER shall notify Fire Department of the authority having jurisdiction and COUNTY. If twenty-four (24) hour timeframe cannot be met, PROVIDER must provide COUNTY with written justification and estimated completion date.

19. HANDS ON TRAINING (APPRENTICESHIP)

COUNTY will periodically require PROVIDER to provide Hands On Key Operator Training. Training shall be provided to COUNTY'S personnel by a qualified factory representative or PROVIDER '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 COUNTY and would typically, but not always, take place during an Inspection. COUNTY'S staff would basically "shadow" PROVIDER 'S qualified personnel during an Inspection. COUNTY also requires a semi-annual training for staff at the Regional Justice Center as a refresher on how the system works. This training shall be for no more than 20 employees and should be completed within four (4) hours at no cost to COUNTY.

20. ANNUAL INVENTORY LIST

An inventory list of all Fire Alarm Systems including device counts shall be provided to COUNTY at the end of the first year of this contract and submitted annually thereafter.

21. TIME AND MATERIAL SERVICES

All Invoices for COUNTY approved Repairs, Modifications or Additions, shall be for actual time only. No minimum billing times for labor or travel time shall be allowed.

All Invoices reflecting labor for call out services or repairs shall be prorated to the nearest fifteen (15) minute. All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of the actual time billed at the hourly rates contained herein plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdown can be accessed on the following website: <http://www.gsa.gov/portal/gsa/ep/home.do?tabId=0>

Ex. (current CONUS rate) \$0.55 x 50 miles= 27.50

22. SOFTWARE UPGRADES

Upgrades to Fire Alarm system software shall be of no cost to COUNTY. PROVIDER shall upgrade software when upgrades are available.

23. TECHNICAL SPECIFICATIONS

PROVIDER shall develop an Annual Inspection Schedule forty-five (45) days prior to the respective quarterly/ semi-annual/ annual inspection and submit to COUNTY'S designated representative for review and approval. Inspection Schedule shall consist of an Excel spreadsheet, or Calendar, which will include at a minimum, the following fields: Building Name, COUNTY'S Building Contact, and Date and Time of Inspection.

PERFORMANCE VERIFICATION

To ensure operational system integrity, all inspections, testing, repairs, modifications, and additions performed shall satisfy the requirements of this Contract, conform to manufacture's published guidelines and verify the correct operation of the fire alarm system.

NOTIFICATIONS

Prior to proceeding with any testing, PROVIDER shall contact the respective alarm monitoring company to advise of testing. At the conclusion of testing, PROVIDER shall contact the respective alarm monitoring company to verify that all signals were received and to verify system in normal condition prior to PROVIDER'S departure. No building shall remain "In Test Mode" with monitoring company while unattended.

Prior to any audible testing all building occupants shall be notified. At the conclusion of testing, all building occupants shall be notified. All audible testing shall happen annually and in the month of November.

VISUAL INSPECTIONS

Visual inspections of all covered equipment listed in Exhibit C shall be performed to ensure that there are no changes that affect equipment performance.

Functional Testing / Inspections

All signals from each device listed in Exhibit C shall be individually verified at the Fire Panel for correct description, location, device type, and correct operation. Fire alarm control systems, including all covered equipment listed in Exhibit C, and other systems and equipment that are associated with fire alarm systems and accessory equipment shall be tested in accordance with NFPA 72, Chapter 10. All equipment tested shall be identified and listed individually in the associated Inspection Report. All smoke and duct smoke detectors must be cleaned at time of testing in accordance with manufacturers recommendations. All fire panels and their internal components shall be kept clean and free of excessive dust/debris. Batteries shall be marked with tested results and date of test or installation. No building shall be allowed to be tested in "Walk Test Mode."

Smoke Detector Sensitivity Testing

To ensure that each smoke detector or smoke alarm is within its listed and marked sensitivity range, it shall be tested using any of the following methods:

1. Calibrated test method
2. Manufacturer's calibrated sensitivity test instrument
3. Listed control equipment arranged for the purpose
4. Smoke detector / fire alarm control unit arrangement whereby the detector causes a signal at the fire alarm control unit where its sensitivity is outside its listed sensitivity range. Other calibrated sensitivity test methods approved by the authority having jurisdiction

Notification Systems

Sound pressure level shall be measured with sound level meter. Levels throughout protected area shall be measured and recorded. Record the maximum output when the audible emergency evacuation signal is on. Audible information shall be verified to be distinguishable and understandable. Floor above/floor below operation shall be verified where applicable.

Visual device tests shall be performed in accordance with the manufacturer's published instructions. Appliance locations shall be verified to be per approved layout, and it shall be confirmed that no floor plan changes affect the approved layout. Synchronization of strobes shall be confirmed and documented.

24. SMOKE CONTROL TESTING REGIONAL JUSTICE CENTER:

COUNTY intends to recertify the mechanical smoke control system in the Clark County Regional Justice Center within the City of Las Vegas jurisdiction. Since this building is located within the City of Las Vegas jurisdiction, COUNTY intends to adhere to the City of Las Vegas, Fire and Rescue Department Codes, which include but are not limited to Uniform Guideline for Smoke Control Testing and Recertification, NFPA 1, Uniform Fire Code, 2003 Edition (as amended), and NFPA 92A, 2002 Edition.)

COUNTY considers PROVIDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of PROVIDER, COUNTY is not in compliance with applicable laws, regulations, or codes, PROVIDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

A. HIGH RISE SMOKE CONTROL TESTING

1. The high rise smoke control testing at the Regional Justice Center (RJC) is performed over a five (5) five-year period with 20% of each system being tested each year. PROVIDER shall be required to be factory trained on Simplex 4100 & 4100U and have all required certification. PROVIDER shall be familiar with RJC smoke control system. PROVIDER'S technician(s) will be expected to operate fire alarm panel, initiate devices as required, perform minor repairs, including programming changes, if needed. Any repairs that cannot be accomplished and or completed during actual testing will require to be negotiated with COUNTY'S designated representative.

All work specific to High Rise Smoke Control Testing will be accomplished after normal business hours, repairs, including programming may be done during normal business hours under the full-coverage maintenance scope with COUNTY'S approval, additions and modifications are billable according to the schedule. Work specific to High Rise Smoke Control Testing will not exceed 320 hours per year at RJC. The estimated hours may be adjusted by mutual agreement and written amendment.

B. CODES

1. PROVIDER shall be familiar and shall comply with the following codes, but not be limited to:
 - a. City of Las Vegas Fire and Rescue – Uniform Guideline for Smoke Control Testing and Recertification,
 - b. NFPA Uniform Fire Code, 2003 Edition as amended
 - c. UBC 905 or IBC 909
 - d. NFPA 92A, 2002 Edition

C. TESTING AND RETESTING OF SCENARIOS SMOKE CONTROL

1. PROVIDER shall not exceed per year, 320 hours for RJC for the testing and retesting of scenarios. PROVIDER shall not exceed 1600 hours total for 100% completion testing for the RJC. The hours utilized shall result in the successful completion of the requirements to meet the criteria for recertification.
2. All testing shall be performed in accordance with the predetermined schedule provided by COUNTY and accepted by PROVIDER. This schedule will be a living document capable of revision and modification in accordance with the actual progression of work. During smoke control testing a daily work report detailing time of arrival, testing scenarios, any problems found, corrections made on-site and any deficiencies not immediately corrected.

D. HOURS OF SERVICE – (SMOKE CONTROL RECERTIFICATION TESTING ONLY)

1. Smoke Control Testing services at the RJC shall be conducted Monday through Friday, 5:00 p.m. to 7:00 a.m. PST, Saturday or Sunday 7:00 a.m. to 5:00 p.m. PST – inspection pricing should reflect after hour labor rates.

EXHIBIT B
**ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS,
MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES**
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. 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 the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** 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.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER 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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. ***A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER 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 PROVIDER and **any auto** used for the performance of services under this Contract. ***A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- I. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, 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 PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER 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.
- J. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:

Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.



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).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	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	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	
	INSURER B:	
	INSURER C:	
	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	
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.							
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	<input type="checkbox"/> ALL OWNED AUTOS							
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER \$
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	

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

7. CBE NO.606967-24; ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES

8. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

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reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT 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, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

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

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

ANNUAL PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of **\$200,000.00** dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said COUNTY to perform all work required under **CBE NO. 606967-24** of COUNTY'S specifications, entitled **ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said CONTRACT required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said CONTRACT, shall not in any way release said Contractor or said Surety.

Notwithstanding the requirements of CONTRACT, the term of this annual (12 month) bond shall commence on date of award, until April 30, 2025 and may be extended annually for a term of twelve (12) months upon mutual consent of COUNTY and the Surety by issuance of a Continuation Certificate or issuance of a new bond.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____

(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____

(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____

(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**EXHIBIT C
FACILITY LISTINGS AND COST**

<u>Simplex Fire Alarm Detection Systems Full Coverage Maintenance and Quarterly Inspections</u>			
Item	Location / Equipment	Cost per Month	Total Annual cost per building
2	<u>LAUGHLIN GOVERNMENT CENTER –</u> 101 East Laughlin Civic Way Laughlin, Nevada		
	FACP –Simplex 4100 U Smoke Detectors (74) Pull Stations (8) Duct Detectors (11)	Full Maintenance and Quarterly Inspections $\$647.96 \times 12 =$	$\$7,775.52$
3	<u>PUBLIC ADMINISTRATORS OFFICE –</u> 515 Shadow Lane Las Vegas, Nevada		
	FACP –Simplex 4100 Smoke Detectors (16) Pull Stations (9) Duct Detectors (4) Heat Detectors (3)	Full Maintenance and Quarterly Inspections $\$289.92 \times 12 =$	$\$3,479.04$
4	<u>REGIONAL JUSTICE CENTER –</u> 200 East Lewis Las Vegas, Nevada		
	FACP –Simplex 4120 4009 Panels (37) Desktop PC (1) SafeLINC System (1) Smoke Detectors (332) Pull Stations (2) Duct Detectors (285) Heat Detectors (2) Beam Detectors (6)	Full Maintenance and Monthly Inspections $\$5,355.04 \times 12 =$	$\$64,260.48$

FULL – COVERAGE SERVICES ANNUAL TOTAL **\$75,515.04**

<u>Addition and Modification Hourly Rates at all facilities</u>			
5	COUNTY Requested Additions and Modifications: All materials shall be billed at a not to exceed 40% above cost rate.		<u>\$75,000</u>
6	Straight Time Monday-Friday 6:00 a.m.-5:00 p.m. PST (8 hours within this time)	<u>\$190.00</u> per hour x 1	<u>\$190.00</u>
7	Overtime Monday – Friday 5:00 p.m.-6:00 a.m. PST and Saturdays	<u>\$285.50</u> per hour x 1	<u>\$285.00</u>
8	Holiday and Sunday	<u>\$380.00</u> per hour x 1	<u>\$380.00</u>

ADDITIONS AND MODIFICATIONS ANNUAL TOTAL **\$75,855.00**

<u>Smoke Control Recertification Services At Regional Justice Center</u>						
Item	Term	Hourly Rate		Estimated # of Hours		Estimated Total
9	Through 4/30/25	<u>\$210.00</u>	x	320	=	<u>\$67,200.00</u>
10	Through 4/30/26	<u>\$210.00</u>	X	320	=	<u>\$67,200.00</u>
11	Through 4/30/27	<u>\$210.00</u>	X	320	=	<u>\$67,200.00</u>
12	Through 4/30/28	<u>\$210.00</u>	X	320	=	<u>\$67,200.00</u>
13	Through 4/30/29	<u>\$210.00</u>	X	320	=	<u>\$67,200.00</u>

SMOKE CONTROL RECERTIFICATION SERVICES AT REGIONAL JUSTICE CENTER TOTAL: **\$336,000.00**

CONTRACT TERM NOT TO EXCEED TOTAL YEARS: **\$1,092,850.20**

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606967-24, entitled ANNUAL REQUIREMENTS CONTRACT FOR FIRE ALARM INSPECTIONS, TESTING, REPAIRS, MODIFICATION, ADDITIONS AND SMOKE CONTROL RECERTIFICATION SERVICES
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL