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## CLARK COUNTY, NEVADA

**CBE NO. 607493-25**  
**FY25 DIGITAL PRESERVATION**  
**– MICROFILM MICROFICHE CONVERSION**

<b>KOFILE TECHNOLOGIES, INC.</b>
NAME OF FIRM
Patrick Mello
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6300 Cedar Springs Rd Dallas, TX 75235
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
530-591-0206
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
<u>Patrick.Mello@Kofile.com</u>
E-MAIL ADDRESS

## FY25 DIGITAL PRESERVATION – MICROFILM MICROFICHE CONVERSION

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and KOFILTE TECHNOLOGIES, INC. (hereinafter referred to as PROVIDER), for FY25 DIGITAL PRESERVATION - MICROFILM MICROFICHE CONVERSION hereinafter referred to as PROJECT).

## WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule, including all travel, lodging, meals and miscellaneous expenses; and

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 March 30, 2029, with the option to renew for 2, 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. Services and Compensation**

PROVIDER will provide services to County as set forth in a Statement of Work and attached to a COUNTY purchase order (collectively an "SOW") subject to the terms and conditions of this Agreement. Except as otherwise agreed in writing by the parties in a SOW, COUNTY agrees to pay PROVIDER fees for the performance of services in the amounts set forth in the Price Schedule attached hereto as Exhibit A. Each SOW will identify the requesting County department, the inventory of records, and services to be provided on such records.

**B. Progress Payments**

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Pricing Schedule (Exhibit A).

**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 the applicable SOW.
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, services provided, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in Exhibit A, Scope of Work will not be paid without prior written authorization by COUNTY.
  - c. 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, and/or meets milestones, as agreed upon in an SOW.
8. Invoices shall be submitted to: [ITAdmin@Clarkcountynv.gov](mailto:ITAdmin@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 an SOW and as set forth in the Pricing Schedule in Exhibit A of this Contract.

**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 contractor, 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 shall, 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 shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall 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. E-mail will satisfy the writing requirement for this Section.
- 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 is 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, Anthony LoMastro, Business Systems Analyst, telephone number (702) 455-5657 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will 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 will 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. PROVIDER shall complete the PROJECT in accordance with any due dates or milestones as provided in any SOW..
- C. 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.

#### **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 will 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 or any individual SOW 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 will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will 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 will 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.

4. 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 will have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.

5. 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.

6. 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.

**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:	<u>Clark County Information Technology</u>
	<u>500 S. Grand Central Parkway</u>
	<u>Las Vegas, NV 89155</u>
	<u>ITAdmin@Clarkcountynv.gov</u>
TO PROVIDER:	<u>Kofile Technologies, Inc.</u>
	<u>6300 Cedar Springs Road</u>
	<u>Dallas, TX 75235</u>
	<u>With copy to Legal@Kofile.com</u>

## **SECTION XII: MISCELLANEOUS**

### **A. Independent Contractor**

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 and Limitation of Liability**

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY 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.

IN NO EVENT WILL PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR IN WITH RESPECT TO KOFIL BY WAY OF INDEMNIFICATION, ARISING OUT OF ANY INDIVIDUAL STATEMENT OF WORK IN AN AMOUNT OF ONE MILLION DOLLARS (1,000,000.00). UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. 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.

H. 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. Kofile will coordinate with County representatives to facilitate a site visit to any Kofile location where services will be performed.

I. 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.

J. Confidential Treatment of Information

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

K. 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.

L. 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 C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Price Adjustments

Prices set forth in the Project Schedule in Exhibit A will not be subject to change during the initial two (2) years of this Agreement. Thereafter, Kofile reserves the right to adjust the price upon the annual anniversary of this Agreement in an amount not to exceed five percent (5%) from the then prior year, by providing notice to County at least thirty (30) days prior to the anniversary date. Notice of price adjustments will be sent to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Analyst, 500 South Grand Central Parkway, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155. Price increases shall not be retroactive so will not be applicable to SOW signed prior to a price increase regardless of when services are performed.

T. 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.

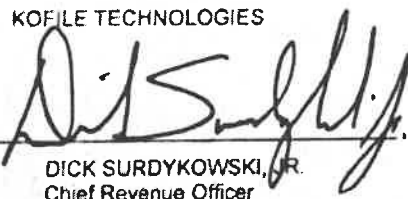
COUNTY:

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer

DATE

PROVIDER  
KOFI TECHNOLOGIES

By:  2/28/25  
DICK SURDYKOWSKI, JR.  
Chief Revenue Officer

DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

Sarah Schaerrer 03/12/2025  
Sarah Schaerrer (Mar 12, 2025 13:27 PDT)  
By: \_\_\_\_\_  
SARAH SCHAERRER  
Deputy District Attorney

DATE

**EXHIBIT A**  
**FY25 DIGITAL PRESERVATION - MICROFILM MICROFICHE CONVERSION**  
**PROJECT PRICE LIST**

Services to be performed by PROVIDER shall consist of the work described in each SOW attached to a COUNTY purchase order.

Material Assumptions

Pricing based upon 20M images and assumes 3 years to complete. Shorter turnaround times may be possible at different price points. Any images less than 18M may require different price points. Any different price points will be subject to a written Contract amendment, as referenced in Section IV, Changes to Scope of Work.

Minimum volume for an SOW providing for digitization is 500,000 images without prior Kofile approval.

Transportation and storage of materials covers current, in-scope materials only. County facility has a loading dock to accommodate a twenty-four (24) foot truck.

Depending on shipping method, timing, and volume of materials as indicated in any SOW, additional shipping charges incurred may be passed on at cost to COUNTY with prior written approval.

The facility has a loading dock to accommodate a 24' truck for transporting boxes. If the volume exceeds the capacity of a single truck, custom quote will be provided for the additional transport services.

Quoted services do not include 3M style, enclosed cartridges, redox, or treatment of records with vinegar syndrome.

Fees

The following fees are unit pricing for services as indicated. Invoicing will be based upon the volume of records/images times the unit price for the applicable service.

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Unless otherwise provided for in an SOW, the following assumptions are contemplated with pricing as set forth below:

Service		Price/Image	Notes	
Microfilm Scan, Name by Roll and Frame		\$ 0.045	300 dpi black & white. Bi-tonal images in a single-page TIFF format	
Microfilm AutoThreshold, Auto Crop		\$ 0.015		
Microfiche Scan, named by Fiche Header and sequential frame number		\$ 0.065	300dpi black & white. Bi-tonal images in a single-page TIFF format	
Microfiche AutoThreshold, Auto Crop		\$ 0.015		
Microfiche Name by Specific Single Field in Header		\$ 0.010		

Additional Services		Price/Image	Notes	Max Price Pre Image
Film Indexing	Non-Standard Naming	\$ 0.075	easily identifiable single-field (Indexing) up to 15 characters	\$ 0.075
Image Prep	Staple Removal	\$ 0.010	Remove staple and keep in order/group	\$ 0.010
Image Enhancement	Manual Frame Detection	\$ 0.025	when film is too skewed and/or in poor condition for software to recognize frame breaks - applies to all images on Roll or Fiche, not individual frames	\$ 0.5
	Frame Splitting	\$ 0.025	breaking out multiple pages in a single frame into individual images (open-book) applies to all images on Roll or Fiche, not individual frames	
	Document Splitting	\$ 0.100	splitting existing single-page image(s) into multiple sections by document	
	Image Stapling	\$ 0.020	combining multiple images into a single, multi-page file	
	Manual Cropping (to Page Size)	\$ 0.200		
	Manual Zonal Enhancement	\$ 0.550	if photostats, includes dual inversion	
	Photostate Inversion	\$ 0.200	inversion Only, No manual clean-up	
PDF Conversion		\$ 0.010	creation of multi-page PDFs (one PDF file per sheet of fiche) with bookmarked images based on their location on that sheet. Convert to multi-page PDF (one pdf per fiche). Pdf file named by Header (single field). Pages within PDF auto-named by grid position and bookmarked.	\$ 0.010
PDF Searchable text		\$ 0.010	Creation of searchable PDFs through use of OCR without correction	\$ 0.010
Film /Splice Repair		\$7.50 / splice	repairing / re-doing weak and/or broken splices	
Fiche Repair /Re-Jacketing		\$25.00 / jacket	repairing or replacing jackets	
Film /Fiche re-organization (Admin)		\$125.00/HR	re-organizing received materials into client determined production/run order (if necessary)	
Flat File Digitization (Off Site)		\$0.175/ Image	Standard document preparation to prepare the physical pages to be digitized. Standard Prep includes removal of pages from folder Acco Clips, staple and paper- clip removal. Bi-Tonal black and white imaging as 300 DPI scanning: Page size will be 11" X 17" or smaller. No zonal enhancements. Batch production scanning, including blank back page removal will be an automated best effort. Standard production processing will be utilized for this initiative, including Quality Assurance processes. Blank back page removal will be an automated best effort. If there are any black images over 5kb, they will be part of the delivery. Average of 40 pages per document. Document re- prep is not included in this scope of work. Pages will be placed back into their respective box. Electronically transmit multi-page PDF or TIFF to client's SFTP location.	
Slide Digitization (Off Site)		\$0.90/ Image		
Optical Character Recognition		\$0.01/ Image	Optical Character Recognition for Positive, Typescript Records. Service dependent on assessment of the image quality.	
Indexing Single Index Field		\$0.14/ Document	Single Index field, up to an average of 15 typed characters per document. Blind double key image verifications of typed information. Reading documents and/or reorganizing pages within their respected file locations is not included in this scope. All fields will be contained on the first page of each document in a consistent location. Index fields will be typed. Formatting of metadata (indexes) per the requirements of the client's record keeping vendor. All images will be of sufficient images quality to perform key from image to capture the required index fields. Images will be multi-page TIFF or PDF per document OR that the naming convention OR directory structure will allow us to electronically\automatically delineate documents. Split and Staple not included.	
Indexing Five Index Fields		\$1.20/ Document	Five Index Field up to an average of 75 characters per document. Blind double key image verifications of typed information. Reading documents and/or reorganizing pages within their respected file locations is not included in this scope. All fields will be contained on the first page of each document in a consistent location. Index fields will be typed. Formatting of metadata (indexes) per the requirements of the client's record keeping vendor. All images will be of sufficient images quality to perform key from image to capture the required index fields. Images will be multi-page TIFF or PDF per document OR that the naming convention OR directory structure will allow us to electronically\automatically delineate documents. Split and Staple not included.	



On Site Imaging of Modern Typed Documents		\$0.19/Image+\$7500.00 Setup Fee	Onsite digitization of modern typed flat files. Standard document preparation to prepare the physical pages to be digitized. Standard Prep includes removal of pages from folder Acco Clips, staple and paper-clip removal. Bi-Tonal black and white imaging as 300 DPI scanning. Page size will be 11" X 17" or smaller. No zonal enhancements. Batch production scanning, including blank back page removal will be an automated best effort. Standard production processing will be utilized for this initiative, including Quality Assurance processes. Blank back page removal will be an automated best effort. If there are any black images over 5kb, they will be part of the delivery. Average of 40 pages per document. Document re-prep is not included in this scope of work. Pages will be placed back into their respective box. Electronically transmit multi-page PDF or TIFF to client's SFTP location.	
Record Book Preservation		\$6.42/ Page	Preserve, Conserve (Lab Assessment & Treatment), Mylar Encapsulate, and Bind Record Book. Excludes Oversized Sheets (defined as the shortest sheet edge is greater than 12"). Special Treatments Additional Charge. A minimum book charge does apply.	
Index Book or Oversized Record Preservation		\$7.7/ Page	Preserve, Conserve (Lab Assessment & Treatment), Mylar Encapsulate, and Bind an Index Book or Oversized Record (defined as the shortest sheet edge is greater than 12"). Special Treatments Additional Charge. A minimum book charge does apply.	
Case File Preservation		\$11.24/ Page	Preserve, Conserve (Lab Assessment & Treatment), Mylar Encapsulate, and Bind Case File. Excludes Oversized Sheets (defined as the shortest sheet edge is greater than 12"). Special Treatments Additional Charge. A minimum book charge does apply.	
Large Format Archival Imaging, 17"x21" to 36"x48" (Greyscale Output)		\$21.83/ Image	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to either PDF or TIFF.	
Large Format Archival Imaging, Greater Than 36"x48" (Greyscale Output)		\$128.42/ Hour	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to either PDF or TIFF.	
Archival Imaging of Plat or Map (Full Color Output)		\$25.68/Image	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 600 dpi full color, with output to either PDF or TIFF.	
Archival Imaging of Unbound Positive /Typescript		\$0.73/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to PDF or TIFF. Bound refers to records that are sewn or bound in a method that hinders loose leaf. Typescript is typed data. Manuscript refers to handwritten data (e.g., pen, colored pen, pencil). Positive excludes negative images in which polarity is reversed.	
Archival Imaging of Unbound Positive /Manuscript		\$1.09/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to PDF or TIFF. Bound refers to records that are sewn or bound in a method that hinders loose leaf. Typescript is typed data. Manuscript refers to handwritten data (e.g., pen, colored pen, pencil). Positive excludes negative images in which polarity is reversed.	
Archival Imaging of Bound Positive /Typescript or Manuscript		\$1.74/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to PDF or TIFF. Bound refers to records that are sewn or bound in a method that hinders loose leaf. Typescript is typed data. Manuscript refers to handwritten data (e.g., pen, colored pen, pencil). Positive excludes negative images in which polarity is reversed.	
Archival Imaging of Case File /Typescript and Flat (No Previous Folds)		\$0.53/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to PDF or TIFF. Typescript is typed data. Excludes oversized sheets.	
Archival Imaging of Case File /Manuscript or Tri-Fold		\$1.09/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to either PDF or TIFF. Manuscript refers to handwritten data (in either pen, colored pen, pencil, etc.). Excludes oversized sheets.	
Archival Imaging of Unbound Negative Photostat		\$1.22/ Page	Archival digitization includes scanning, capture, and zonal enhancements. Capture is 300 dpi greyscale, with output to PDF or TIFF. Image polarity is reversed. Excludes oversized sheets.	

**EXHIBIT B**  
**FY25 DIGITAL PRESERVATION - MICROFILM MICROFICHE CONVERSION**  
**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 cancellations or non-renewals. PROVIDER will provide written notice of any material policy changes, 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. **Professional Liability**: PROVIDER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of COUNTY.
- J. **Cyber Liability**: PROVIDER shall obtain and maintain with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors and Omissions Insurance appropriate to PROVIDER'S profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by PROVIDER in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering,

infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

1. The Policy shall include or be endorsed to include; property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY in the care, custody, or control of PROVIDER. If not covered under PROVIDER'S liability policy, such "property" coverage of COUNTY may be endorsed onto PROVIDER'S Cyber Liability Policy as covered property as follows:

If PROVIDER maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

- J. **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.
- K. **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.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- M. **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.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **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, 4<sup>th</sup> Floor, Las Vegas, Nevada 89155
- P. **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. Professional Liability
    - (L) Policy Number
    - (M) Policy Effective Date
    - (N) Policy Expiration Date
    - (O) Aggregate (\$1,000,000)

8. Cyber Liability (Per Occurrence)  
(P) Policy Number  
(Q) Policy Effective Date  
(R) Policy Expiration Date  
(S) Aggregate (\$2,000,000)
9. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
10. 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
11. 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).

<b>PRODUCER</b> 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: PHONE (A/C No. Ex): BROKER'S PHONE NUMBER FAX (A/C No.): BROKER'S FAX NUMBER E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A: 3. INSURER B: Company's INSURER C: Best INSURER D: Key Rating 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							
5.	AUTOMOBILE LIABILITY	X		(H)	(I)	(J)	COMBINED SINGLE LIMIT (Ea accident)	\$(K) 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							
	<input type="checkbox"/> NON-OWNED AUTOS							
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATUTORY LIMITS	OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	describe under DESCRIPTION OF OPERATIONS below							
	E.L. EACH ACCIDENT						\$	
	E.L. DISEASE - E.A. EMPLOYEE						\$	
	E.L. DISEASE - POLICY LIMIT						\$	
7.	PROFESSIONAL LIABILITY			(L)	(M)	(N)	AGGREGATE	\$(O) 1,000,000
8.	CYBER LIABILITY			(P)	(Q)	(R)	AGGREGATE	\$(S) 2,000,000

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

9. CBE NO.607493-25; FY25 DIGITAL PRESERVATION - MICROFILM MICROFICHE CONVERSION

**10. CERTIFICATE HOLDER**

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

**CANCELLATION**

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

**11. AUTHORIZED REPRESENTATIVE**

@ 1988-2010 ACORD CORPORATION. All rights reserved.

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 4<sup>TH</sup> 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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

**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. 607493-25, entitled FY25 DIGITAL PRESERVATION - MICROFILM MICROFICHE CONVERSION
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

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    ☐ MBE            ☐ WBE            ☐ PBE            ☐ SBE            ☐ VET  
                         ☐ DVET            ☐ ESB
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    ☐ MBE            ☐ WBE            ☐ PBE            ☐ SBE            ☐ VET  
                         ☐ DVET            ☐ ESB
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type:    ☐ MBE            ☐ WBE            ☐ PBE            ☐ SBE            ☐ VET  
                         ☐ DVET            ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.