

**CLARK COUNTY, NEVADA**  
**SECURITY ELECTRONICS AND DVMS SYSTEM**  
**SUPPORT AND MAINTENANCE**  
**CBE NO. 606210-22**

<b>STATUS ELECTRICAL CORPORATION</b>
NAME OF FIRM
David Kovacs
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2669 Deacon Street Abbotsford, BC, V2T 6L4 Canada Mailing Address: Status Electrical Corporation PO Box 69 STN "A" Abbotsford, BC Canada V2T 6Z4
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(604) 859-8470
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
David.kovacs@statusautomation.com
E-MAIL ADDRESS

## SECURITY ELECTRONICS AND DVMS SYSTEM SUPPORT AND MAINTENANCE

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and STATUS ELECTRICAL CORPORATION (hereinafter referred to as PROVIDER), for Security Electronics and DVMS System Support and Maintenance (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 not to exceed \$2,408,387.49, 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.

WHEREAS, Nevada Revised Statute (NRS) 280.290 provides that the Sheriff is the chief law enforcement and administrative officer of the Las Vegas Metropolitan Police Department (LVMPD) and shall continue to perform all of his duties as Sheriff; and

WHEREAS, NRS 211.030 provides that the Sheriff is the custodian of the jails in his county and of the prisoners therein and that he shall keep the jails personally, or by his deputy or by a jailer or jailers appointed by him for that purpose, for whose acts he is responsible;

WHEREAS, LVMPD through its Detention Services Division (DSD) operates the Clark County Detention Center (CCDC) and the North Valley Complex (NVC). Accordingly, LVMPD DSD is COUNTY'S representative for all operations of the CCDC and NVC.

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 July 30, 2023, with the option to renew for 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 services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$2,408,387.49. COUNTY'S obligation to pay PROVIDER cannot exceed the fixed fee 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. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
2. 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. 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. 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.
3. 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.
4. 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 SERVICE.
5. 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.
6. 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 Exhibit A, Scope of Work.
7. Invoices shall be submitted to: c6570m@lvmpd.com.
8. 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.

C. 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 of this Contract, attached hereto.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. COUNTY may at any time, by written amendment, make 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, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- 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 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.

- J. Prison Rape Elimination Act Compliance  
PROVIDER must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. PROVIDER acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination 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, Clark County Detention Center, telephone number (702) 671-3962 or their 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. PROVIDER shall complete the PROJECT in accordance with the Scope of Work contained in Exhibit A of this Contract.  
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 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. not less than thirty (30) calendar days written notice of intent to terminate; and
  - b. 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 thirty (30) 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.
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 shall 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 C incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit C 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: Deputy Chief of Detention Services  
Clark County Detention Center  
330 South Casino Center  
Las Vegas, Nevada 19101  
USA  
g13436g@lvmpd.com

TO PROVIDER: Attn: David Kovacs  
Status Electrical Corporation  
2669 Deacon Street  
Abbotsford, BC, V2T 6L4  
Canada  
  
Mailing Address:  
Status Electrical Corporation  
PO Box 69 STN "A"  
Abbotsford, BC V2T 6Z4  
Canada

**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 not employ unauthorized aliens in the performance of 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. 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.

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.

Intentionally omitted.

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 Adjustment Requests

From July 30, 2022 through July 30, 2023, the prices shall not be subject to change. Thereafter, said fees will not increase by more than three percent (3%) or the percent change in the Consumer Price Index (CPI-U), All Urban Consumers, not seasonally adjusted, U.S. city average, all items, Series ID CURROOOOAO, for the 12 month period from July to July, whichever is less, from the maintenance fees for the preceding term. If CPI-U is negative, fees will remain unchanged from prior year's fees.

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:  
STATUS ELECTRICAL CORPORATION

By: **David Kovacs**  
David B Kovacs  
Division Manager  
Digitally signed by David Kovacs  
DN: cn=David Kovacs, o=Status  
Electrical, ou=Status,  
email=David.Kovacs@statuscorp.com, c=CA  
Date: 2022.06.10 16:06:52 -0700  
~~6/10/2022~~  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: *Elizabeth A. Vibert*  
ELIZABETH A. VIBERT  
Deputy District Attorney

Jul 5, 2022  
DATE

**EXHIBIT A**  
**SECURITY ELECTRONICS AND DVMS SYSTEM SUPPORT AND MAINTENANCE**  
**SCOPE OF WORK**

**Sole Source Provider**

The SE (Security Electronics) components as described following are configured and programmed to provide for a total “Integrated” solution – managing the security at the Clark County Detention Center.

Status Automation personnel have been factory trained to install and service the components of the SE system.

The integration package (SSE5.0) is a specialty software and hardware integration component crucial to the continued safe operation of the SE system – and Status Automation is the best qualified, and are the only licensed provider to offer support and maintenance on the system - and are therefore the Sole Source Provider.

Hardware / Software to be serviced (sole source):

- Security Electronics (HMI-Touchscreen System)
  - Servers and Workstations (Software Only)
  - PLC System
    - ST GE PLC
      - PLCx 2,3,4
      - Software support and Hardware diagnostic support
    - NT GE PLC
      - PLC1 (elevators)
      - Software support and Hardware diagnostic support
    - Modicon M340 PLC
      - PLCs TR1, TR7, TR12
      - PLCs Remote IO 2B, 3B, 5B 7B, 9B
      - PLCs Remote IO 2A, 3A, 5A, 7A, 9A
      - PLCs Remote IO TR1-2, 2DH, 3D, 5D, 7D, 9D
      - PLCs Remote IO 2EF, 3EF, 5EF, 7EF, 9EF
      -
  - Intercom System
    - Harding DXL Intercom system
  - Access Control System
    - HID Vertx Hardware
    - Status Automation SSE 5.0 Access Control Engine
  - Status Automation SSE 5.0 – Head End Server
  - GE Cimplicity HMI
- DVMS (CCTV System)
  - Servers and Archivers
    - Directory and FO Directory
    - Archiving Servers (13)
    - Maintenance Computer(1)
  - Genetec Security Center V5.10,
  - Status Automation SSE 5.0 Genetec SDK
  - Video Encoders
    - Sony Video Encoders
  - IP Video Cameras
    - Various
- NAS Storage Arrays (CCTV)
  - Video Storage Arrays (7)

## Security Electronics, DVMS and NAS Storage System Support and Maintenance

### Preventative Maintenance

#### **Bi-Annual Site Maintenance**

##### 1) HMI System

- Hardware:
  - visual inspection of the internal components,
  - cleaning of filters internal parts.
- Windows / Application software:
  - perform system diagnostic checks on the operating system and application software.
  - Check / perform disk defrag
  - Backup software.
  - Reboot HMI viewers
  - Installation of service packs and patches if applicable (all service packs and patches will be pre-tested in Status' engineering office prior to installation).

##### 2) PLC Hardware / Firmware:

- Perform system diagnostic checks of the CPU and IO fault tables

##### 3) DVMS System

- Hardware
  - visual inspection of the components
  - check for heating, fans, redundant power supplies
  - cleaning of filters internal parts.
- Windows / Application software:
  - perform system diagnostic checks on the operating system and application software.
  - Backup software.
- NAS array:
  - perform system diagnostic checks on the operating system and application software
  - visual inspection of the components
  - check for heating, fans, redundant power supplies
  - cleaning of filters internal parts.

##### 4) Access Control System

- Hardware / Software:
  - Check diagnostic logs

##### 5) Intercom System

- Hardware / Software:
  - check diagnostic logs
  - visual inspection of the components,
  - cleaning of filters internal parts.

#### **A. Off site-OnCall Technical support / unscheduled system support**

##### 1) Telephone / Email / WAN support

- Provide 24/7 emergency technical support (hot line)
- Response time:
  - Initial contact - under 4 hours
  - WAN or phone tech support for action – under 6 hours
- NAS array Gold support, if applicable
- Genetec Advantage SMA support

##### 2) System analysis support

- Provide off site technical support with ability to monitor or check issues over County WAN Maintenance line. Provide off site correction and software repairs.
- Manage a Current Mirror HMI Server System at Status' Engineering Office to provide technical support
- Collect and store system backups (off site) for additional system recovery.

## B. On site support (optional at additional cost)

### 1) On Site call out support

- Provide 24/7 emergency call out support
- Emergency
  - In the event of an incident that causes the system to need immediate emergency repairs and the cause can not be patched or repaired on line
  - Anticipated response time is 8 hours max (from Seattle or Vancouver) for HMI specialty support.
- Preplanned
  - For system changes, additions, deletions where work can be preplanned in advanced
  - Provide on site repair and support services as needed and required for changes, additions, repairs to the integrated electronics components.
  - Services and scope are quoted as lump sum or hourly projects and are discretionary.

## C. Equipment List

### 1) HMI System

- Application software:
  - Cimplicity HMI
    - Graphics and Database engine
  - Status Automation - SSE 5.0
    - Security system extensions for user specific application interface and integration of HMI, PLC, Intercom, Video Card Access
- Equipment / Servers
  - Primary HMI Server
  - Secondary HMI Server
  - HMI Touch Workstations (5) At Central Control
  - HMI Touch Workstations NT DRC's
  - HMI maintenance station
  - HMI / AC management terminal

### 2) PLC System:

- GE Proficy Machine edition, custom application interface and software for integration of HMI software and applications
  - GE PLC's RsX3i (4)
    - PLC IO
- Modicon custom application interface and software for integration on HMI software and applications
  - Modicon M340 PLC's (3)
    - TR1-1, TR7, TR12, TR1-2
  - Modicon M340 Remote IO (5)
    - RIO 2B, 3B, 5B, 7B, 9B
    - RIO 3A, 5A, 7A, 9A
    - RIO 2DH, 3D, 5D, 7D, 9D
    - RIO 2EF, 3EF, 5EF, 7EF, 9EF

### 3) DVMS System

- Hardware
  - Servers
    - Primary Database / Directory Server
    - Secondary Database / Directory Server
    - Primary Archivers (9)
    - Cold spare Archiver (4)
  - Video Encoders
    - A/D video encoders
  - IP Video Cameras
- Application software:
  - Genetec Security Center 5.10
    - SDK application interface for integration of the HMI software and applications
- NAS arrays:
  - Video Storage Array 1
    - Installed Jan 2020
    - 5 year hardware warranty Included at time of purchase (End 2025)

- Video Storage Array 2
    - Installed Jan 2020
    - 5 year hardware warranty included at time of purchase (End 2025)
  - Video Storage Array 3
    - Installed 2021
    - 5 year hardware warranty Included at time of purchase (End 2026)
  - Video Storage Array 4 – North Tower
    - Out of service – replacement for Cold store migration
  - Video Storage Array 5 – North Tower
    - Replacement due 3rd quarter 2021
    - **Replacement underway to Cold store**
  - Video Storage Array 6 – North Tower
    - Replacement due 3rd quarter 2021
    - **Replacement underway to cold store**
  - Video Storage Array 7-10 – South Tower
    - Replacement due 1<sup>st</sup> quarter 2022
    - **Due for replacement to cold store**
- 4) Access Control System
- Hardware :
    - HID Vertx interface
      - Status Automation SSE5.0 integration package
- 5) Intercom System
- Hardware:
    - Harding DXL
      - TMM Masters
      - DCC / DCE
      - Grandstream Voip interface
      - RiteTrak IO

**Security Electronics System Support and Maintenance Proposal Pricing**

Preventative Maintenance			
• Bi-Annual Schedule	Annual Cost:		<i>See Exhibit B</i>
Preventative Maintenance			
• DRC/WS config / setup	Annual Cost:		<i>See Exhibit B</i>
• Off Site - On Call Technical Support	Annual Cost:		<i>See Exhibit B</i>
• Provide Telephone/Email Support			
• Maintain System Mirror			
• Collect and Manage Backups			
• Provide diagnostic services			
• Annual Cost provides for hardware mirror and up to 2 hours support time per month, non accumulating			
• Off Site – Unscheduled system support	Annual Cost:		<i>See Exhibit B</i>
• Annual Cost allocation to provide unscheduled shutdown assistance, diagnostics, minor changes to system.			
• Provides for 48 hours per year			

Notes:

1. DVMS Software SMA and Nas support additional see next section
2. Bi-Annual and Offsite-On Call support pricing have been adjusted to reflect historical support time incurred and north tower additional DRC's added during NT upgrade phasing
3. Costs have been balanced between HMI (touchscreen system) and DVMS for accounting purposes only, and each section does not stand alone.

Total Annual Costs

Security Electronics System Support and Maintenance

*See Exhibit B*

**DVMS (CCTV) Software Maintenance and Support Pricing**

Preventative Maintenance

- Bi-Annual Schedule

Annual Cost:

*See Exhibit B*

- Off Site - On Call Technical Support

Annual Cost: *See Exhibit B*

Provide Telephone/Email Support

- Provide diagnostic services
- Annual Cost provides for up to 6 hours support time per month, non-accumulating

IP Camera remote diagnostics and enrollment

- Provides for remote diagnostics and swap / enrollment

Annual Cost:

*See Exhibit B*

DVMS Software (Genetec Advantage) SMA

- Provides for anytime version upgrade during the year
- Genetec software phone support, engineering support
- Camera driver compatibility
- Additional Status Automation 24/7 DVMS support

Annual Cost:

*See Exhibit B*

Installation of upgrade or service release per occurrence

(allowance of once per year)

*See Exhibit B*

**Total Annual Costs**

**DVMS System Support and Maintenance**

*See Exhibit B*

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**NAS Storage Support and Maintenance**

NAS Storage Arrays

Extended warranty (supported units only, EOL units not applicable)

- Provides for replacement hardware, advance shipped during the year

Provides for service packs and driver updates

- Technical support and assistance
- Additional Status Automation 24/7 DVMS support

Extended Warranty Status

NAS 1,2,3	Extended Warranty: Yes
NAS 4	Out of service
NAS 5,6,7	EOL, Diagnostic services only

Cold Store units when installed 4 hour remote diagnostics allowed per unit per month. Replacement part chargeable.

Off Site - On Call Technical Support

- Provide Telephone/Email Support
- Provide diagnostic and services
- Annual Cost provides for up to 2 hours support time per month, non-accumulating
- Provides for monthly on line inspection of data, status, and optimization

**Total Annual Costs**

**NAS Support and Maintenance**                      **See Exhibit B**

**Required Spare Parts**

Following parts are recommended to be on hand to ensure quick return to service upon failure of these key components.

Harding Intercom Communication Expander DCE 4040	1ea	\$	See Exhibit B
Harding Intercom Communication Expander DCE 3030	1ea	\$	See Exhibit B
	<b>Total</b>		<b>See Exhibit B</b>

## **Summary of Support and Maintenance Costs**

Security Electronics System Support and Maintenance	<i>See Exhibit B</i>
DVMS System Support, Maintenance and Genetec Advantage SMA	<i>See Exhibit B</i>
NAS Extended Warranty / Support	<i>See Exhibit B</i>
Spare parts	<i>See Exhibit B</i>

## **Total Annual Costs**

**Software and Hardware support** *See Exhibit B*

### **Pre-emptive Hardware Refresh Schedule**

#### DVMS Archiving servers and Storage

To ensure uninterrupted service and to protect important video for future retrieval the archiving servers and storage hardware must be maintained and refreshed regularly.

The existing servers and storage were installed over 3 years, and so the replacement refresh equipment can be staged as well.

The existing storage was designed for 30 – 60 days retention – wherein all storage is based on spinning media running 24/7 (hot storage). The current requirement is for longer duration storage approaching 1 to 2.5 years (future) and there are better methods for this long term storage (cold storage).

As the storage is refreshed the type will be converted from 100% Hot storage to a mix of 15 days hot on archiver server plus expandable cold storage for the retention exceeding 15 days.

Each Archiver / Storage pair will consist generally of:

Dell R3xx Server. Xeon processor, 32 GB ram, dual power supplies

- o Server 2019
- o SQL Server 2019
- o Genetec Security Center

Veracity Colossus Cold Storage Appliance

- o 10 x 18TB hard drives
- o 30-60 days storage

DVMS System configuration

- o System modifications to migrate to Cold storage
- o SQL Full version integration

#### **Installation and Commissioning**

The cost for each archiver/NAS pair with base minimum sized hard drives would be *See Exhibit B*

Additional hard drives to increase from minimum to 1 year to 2.5 years *See Exhibit B*

All calculations for drive sizing are theoretical and will be tested upon installation. Further the base quantity of cameras with current frame rate and resolution are only considered.

**EXHIBIT B  
SECURITY ELECTRONICS AND DVMS SYSTEM SUPPORT AND MAINTENANCE  
ANNUAL SUPPORT MAINTENANCE FEES**

	Notes	2022/23	2023/24	2024/25	2025/26	2025/27
		Year 1 (FY23)	Year 2 (FY24)	Year 3 (FY25)	Year 4 (FY26)	Year 5 (FY27)
	5 CPI base	0%	5%	5%	5%	5%
<b>Security Electronics Support and Maintenance</b>						
Preventative Maintenance BiAnnual Schedule	3	\$ 10,689.00	\$ 11,223.45	\$ 11,784.62	\$ 12,373.85	\$ 12,992.55
Preventative Maintenance DRC/WS config, setup		\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76	\$ 7,964.00
On Call off site tech support		\$ 6,552.00	\$ 6,879.60	\$ 7,223.58	\$ 7,584.76	\$ 7,964.00
On Call unscheduled system support		\$ 3,276.00	\$ 3,439.80	\$ 3,611.79	\$ 3,792.38	\$ 3,982.00
<b>Total Security Electronics Support and Maintenance</b>		<b>\$ 27,069.00</b>	<b>\$ 28,422.45</b>	<b>\$ 29,843.57</b>	<b>\$ 31,335.75</b>	<b>\$ 32,902.54</b>
<b>DVMS Software Support and Maintenance</b>						
Preventative Maintenance BiAnnual Schedule		\$ 10,689.00	\$ 11,223.45	\$ 11,784.62	\$ 12,373.85	\$ 12,992.55
On Call off site tech support		\$ 18,018.00	\$ 18,918.90	\$ 19,864.85	\$ 20,858.09	\$ 21,900.99
IP Camera remote diagnostics and enrollment		\$ 9,009.00	\$ 9,459.45	\$ 9,932.42	\$ 10,429.04	\$ 10,950.50
DVMS Software SMA (Genetec Advantage) 785 cameras	1	\$ 35,700.00	\$ 37,485.00	\$ 39,359.25	\$ 41,327.21	\$ 43,393.57
Version updates minor / major		\$ 3,801.00	\$ 3,991.05	\$ 4,190.60	\$ 4,400.13	\$ 4,620.14
<b>Total DVMS Support and Maintenance</b>		<b>\$ 77,217.00</b>	<b>\$ 81,077.85</b>	<b>\$ 85,131.74</b>	<b>\$ 89,388.33</b>	<b>\$ 93,857.75</b>
<b>Network Attached Storage Support and Maintenance</b>						
Nas 1 Storage SMA	2a	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 2 Storage SMA	2a	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 3 Storage SMA	2a	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 4 Storage SMA	2b	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 5 Storage SMA	2b	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 6 Storage SMA	2b	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 7 Storage SMA	2b	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 8 Storage SMA	2c	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 9 Storage SMA	2c	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
Nas 10 Storage SMA	2c	\$ 8,160.00	\$ 8,568.00	\$ 8,996.40	\$ 9,446.22	\$ 9,918.53
<b>Total Network Attached Storage Support and Maintenance</b>		<b>\$ 81,600.00</b>	<b>\$ 85,680.00</b>	<b>\$ 89,964.00</b>	<b>\$ 94,462.20</b>	<b>\$ 99,185.31</b>
<b>Recommended Spare Parts</b>						
Harding Intercom Spare parts		\$ 8,715.00				
Security Electronics Spare parts			\$ 8,200.00			
DVMS spare parts			\$ 18,000.00			
NAS Parts /Extended Warranty			\$ 23,000.00	\$ 25,000.00	\$ 30,000.00	\$ 35,000.00
Place card holder TBD			\$ -	\$ 25,000.00	\$ 30,000.00	\$ 35,000.00
<b>Total Recommended spare parts</b>		<b>\$ 8,715.00</b>	<b>\$ 49,200.00</b>	<b>\$ 50,000.00</b>	<b>\$ 60,000.00</b>	<b>\$ 70,000.00</b>
<b>Total Support and Maintenance</b>		<b>\$ 194,601.00</b>	<b>\$ 244,380.30</b>	<b>\$ 254,939.32</b>	<b>\$ 275,186.28</b>	<b>\$ 295,945.59</b>
<b>Hardware Refresh</b>						
		<b>Warr. End / EOL</b>				
<b>DVMS Servers / NAS Pairing</b>						
Directory 1		Mar-26			\$ 10,000.00	
Directory 2		Mar-26			\$ 10,000.00	
Nas 1 (5 year hardware warranty);Replacement to Cold Store	7	Jan-25	\$ 80,000.00			
Nas 2 (5 year hardware warranty);Replacement to Cold Store	7	Jan-25	\$ 80,000.00			
Nas 3 (5 year hardware warranty);Replacement to Cold Store	7	Jan-26	\$ 80,000.00			
Nas 4 (decommissioned, needs replacing);Replacement to Cold Store	7	EOL / NIS	\$ 80,000.00			
Nas 5 (no hardware warranty available);Yr 22 Cstpre relacement	6	EOL Yr28				
Nas 6 (no hardware warranty available);Yr 22 Cstpre relacement	6	EOL Yr28				
Nas 7 (no hardware warranty available);Replacement to Cold Store	2c	EOL June-22	\$ 67,000.00			
Nas 8 (new unit, required for archiver pairing);Replacement to Cold Store	2c		\$ 67,000.00			
Nas 9 (new unit, required for archiver pairing);Replacement to Cold Store	2c		\$ 67,000.00			
Nas 10 (new unit, required for archiver pairing);Replacement to Cold Store	2c,8		\$ 67,000.00			
NAS 1-4 Additional Hard drives for 2.5 years retention (add 35 HD each)				\$ 130,950.00		
NAS 5-6 Additional Hard drives for 1, then 2.5 years retention			\$ 19,200.00	\$ 53,595.00		
NAS 7-10 Additional Hard drives for 1, then 2.5 years retention			\$ 38,400.00	\$ 107,190.00		
<b>Touchscreen Servers</b>						
HMI Server 1		Feb-24		\$ 8,000.00		
HMI Server 2		Feb-24		\$ 8,000.00		
<b>Touchscreen Application Version Refresh</b>						
Cimplicity HMI 10.0 --> 11.5+ Refresh (Server)		Feb-24		\$ 85,000.00		
Status SSE 5.0 --> 6.X Refresh (Server)		Feb-24		\$ 85,000.00		
<b>Hardware / Software Refresh Totals</b>			<b>\$ 325,600.00</b>	<b>\$ 611,735.00</b>	<b>\$ 186,000.00</b>	<b>\$ 20,000.00</b>
<b>Yearly Totals</b>			<b>\$ 520,201.00</b>	<b>\$ 856,115.30</b>	<b>\$ 440,939.32</b>	<b>\$ 295,186.28</b>
<b>5 year total</b>			<b>\$ 2,408,387.49</b>			

	Notes	2022/23	2023/24	2024/25	2025/26	2025/27
		Year 1 (FY23)	Year 2 (FY24)	Year 3 (FY25)	Year 4 (FY26)	Year 5 (FY27)
Notes						
1. Genetec SMA is based on camera counts, increase in cameras will increase the cost of yearly SMA support. Genetec SMA provides for phone and online tech support, service release and major version upgrades as they are issued.						
2. For future NAS (Cold store) units - SMA provides for advance hard drive replacement (installation by customer) and online diagnostics and tech support, FW and SW patches and upgrades. Does not include backplane and processors						
2a. For existing NAS 1,2,3 these units have return to factory extended hardware warranty, and hard drive replacement. Support shown is for remote diagnostics only, when replace with Cold Store, there is diagnostics only						
2b. For existing NAS 4-7 there is no hardware warranty, support shown is for remote diagnostics						
2c. Nas 7-10 are referencing future Nas (cold store) units, remote diagnostics only. Sizing is for minimum cold store fill of 60 days						
2d. Change to 1 year and 2.5 year storage increases the required allowance for online remote diagnostic to 2 hrs max per unit per month						
3. BiAnnual Maintenance and inspection for Security Electronics and DVMS are staggered to provide 4 x yearly attendance on site.						
4. Amount shown from previous contract						
5. CPI shown if exceeded will necessitate pricing adjustments						
6. Currently being replaced with Cold store, minimum retention						
7. NAS 1,2,3 are generally ST cameras, replacement shown is for new cold store with minimum retention						
8. adding arc/nas 10 and move NT camera from 1,2,3,4 to give recording space of 1 year						
note: Minimum retention is 10 drives @18tb ea						

**EXHIBIT C**  
**SECURITY ELECTRONICS AND DVMS SYSTEM SUPPORT AND MAINTENANCE**  
**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. **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 Vendor in this agreement 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 the Consultant'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 the Vendor in this agreement 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 the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

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

- K. **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.
- L. **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.
- M. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- N. **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.
- O. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **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
- Q. **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) Medical Expenses (\$5,000)
    - (F) Personal & Advertising Injury (\$1,000,000)
    - (G) General Aggregate (\$2,000,000)
    - (H) Products - Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (I) Policy Number
    - (J) Policy Effective Date
    - (K) Policy Expiration Date
    - (L) Combined Single Limit (\$1,000,000)
  6. Worker's Compensation

7. Professional Liability
  - (M) Policy Number
  - (N) Policy Effective Date
  - (O) Policy Expiration Date
  - (P) Aggregate (\$1,000,000)
8. Cyber Liability (Per Occurrence)
9. Description: CBE 606210-22 and Security Electronics and DVMS System Support and Maintenance
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.



POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE 606210-22 AND CONTRACT NAME: Security Electronics and DVMS System Support and Maintenance

**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.