



togetherforbetter

## CLARK COUNTY, NEVADA

**RFQ NO. 607878-26**  
**TEMPORARY STAFFING FOR ELECTION DEPARTMENT**

<b>TRYFACTA INC.</b>
NAME OF FIRM
Arman Dhar, EVP and Chief Operating Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4637 Chabot Drive, Suite 100 Pleasanton, California 94588
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(925) 640-3641
(AREA CODE) AND TELEPHONE NUMBER
(408) 503-0934
(AREA CODE) AND FAX NUMBER
<a href="mailto:rfp@tryfacta.com">rfp@tryfacta.com</a>
E-MAIL ADDRESS

## TEMPORARY STAFFING FOR ELECTION DEPARTMENT

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and TRYFACTA INC. (hereinafter referred to as PROVIDER), for TEMPORARY STAFFING FOR ELECTION DEPARTMENT hereinafter referred to as PROJECT).

W I T N E S S E T H:

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; and

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 December 31, 2028. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

**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) subject to COUNTY'S fiscal limitation, for the rates cited in Exhibit A, Scope of Work, and in accordance with appropriated funds issued via purchase order for the COUNTY'S fiscal year. 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. Progress Payments

PROVIDER will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (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 Exhibit A, Scope of Work
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. 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 Exhibit A, Scope of Work.
8. Invoices shall be submitted to: 965 Trade Drive Suite A, North Las Vegas, Nevada 89030
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

**D. COUNTY'S Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A 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.
- 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, Ashley Royster, Election Department, telephone number (702) 455-6437 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 the milestones 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.
- D. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$100.00** calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

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

**SECTION XI: NOTICES**

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

TO COUNTY: Clark County Election Department  
965 Trade Drive, Suite A  
North Las Vegas, NV 89030  
 \_\_\_\_\_

TO PROVIDER: Tryfacta Inc.  
4637 Chabot Drive, Suite 100  
Pleasanton, CA 94588  
 \_\_\_\_\_

TO PROVIDER:  
 (For Insurance Notices) Arman Dhar  
EVP and Chief Operating Officer  
(925) 640-3641  
 \_\_\_\_\_

Email: rfp@tryfacta.com

**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

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.

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. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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:  
TRYFACTA INC.

By: \_\_\_\_\_  
  
ARMAN DHAR  
EVP and Chief Operating Officer  
4/30/2026  
DATE

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: Sarah Schaerrer  
[Sarah Schaerrer \(May 7, 2026 12:54:14 PDT\)](#)  
SARAH SCHAERRER  
Deputy District Attorney  
DATE

## **EXHIBIT A TEMPORARY STAFFING FOR ELECTION DEPARTMENT SCOPE OF WORK**

These services are on an as needed basis and upon request from various Election Department divisions of COUNTY. PROVIDER shall be responsible for hiring, firing, taxes, workers' compensation, sick leave and paid time off (PTO), etc. for temporary assigned individuals who are not employees of COUNTY.

### **Temporary Assignment Responsibilities**

Upon notification from COUNTY, PROVIDER shall provide expedient temporary employment services. An e-mail from COUNTY will constitute a request for service. PROVIDER may provide their website address for ordering and monitoring activity and indicate which is the desired method.

COUNTY reserves the right to interview the candidate to determine their qualifications for the required position.

COUNTY may reject and/or remove any individual who does not meet the requested experience or is deficient in the performance of the assignment.

Multiple contracted vendors may be contacted to fill the same position.

*\*The commonly staffed positions for an election include, but are not limited to the positions listed in Exhibit B and outlined in Exhibit C.*

### **COUNTY RESPONSIBILITIES**

Prior to contacting PROVIDER, COUNTY is responsible for defining details of the request. This will include, but is not limited to:

- Number of individuals needed
- Job duties
- Equipment to be used
- Knowledge, skills and experience
- Computer software to be used
- Hours of work
- Expected length of assignment
- Job related attire
- Position location
- Department contact person
- Other pertinent job-related information

*Depending on the amount of detail required, it is recommended this information be submitted in writing via e-mail to reduce the possibility of an inappropriate temporary assignment.*

### **Pre-Employment Requirements**

Due to the nature of the assignment, ALL temporary employees will have pre-employment background checks and drug testing prior to the potential temporary assignment's starting date with COUNTY.

Due to job requirements and environment (i.e., law enforcement), hiring decisions may be partially based on the results of the background checks and/or drug tests.

COUNTY will limit their background checks and drug testing requirements to the same as required of their own permanent full-time employees holding the same or similar positions to be filled by the temporary assigned individual.

### **PROVIDER RESPONSIBILITIES**

PROVIDER is responsible for obtaining the information described in Exhibit C and any other information necessary to

determine what job category satisfies the service request.

PROVIDER shall inform COUNTY'S contact person of the proposed job classification and applicable rate to obtain authorization to proceed with the service request.

Placing temporary assigned individuals out of applicable job classification is considered an abuse of the Contract. Periodic checks of requests and assignments will be performed to ensure this does not occur.

PROVIDER is responsible for conducting appropriate background and reference checks on its employees prior to any potential assignments and should be prepared to conduct more extensive background investigations when required as identified in Exhibit C.

PROVIDER shall identify in their responses the cost of additional background checks and tests. At a minimum, these checks should be completed at the end of the first (1<sup>st</sup>) week of any assignment and monthly or long-term assignments.

Failure to provide this information will be considered "no charge" to COUNTY for background checks and tests.

### **Additional Responsibilities**

- Federal and state payroll requirements, including but not limited to payroll taxes, payroll reports, worker's compensation, and liability insurance
- Sick leave, paid time off (PTO) leave, etc.
- Having insurance coverage for any person sent to COUNTY as employees under their Workers' Compensation policy and provide evidence thereof.
- Conducting periodic quality assurance checks with COUNTY'S contact person to verify that COUNTY'S requirements are being fulfilled by the temporary assigned individual.

*COUNTY is only responsible for paying when the temporary employee is working. COUNTY will not be charged for sick leave or PTO leave.*

Temporarily assigned individuals may be changed to permanent placement if the individual elects to accept employment with COUNTY. This will incur no fee to COUNTY.

COUNTY will not be responsible for PROVIDER'S employees who voluntarily leave PROVIDER'S employment or engage with any other company of entity.

The frequency of conversions to COUNTY service is unknown; however, it is by no means common. COUNTY will not pay a placement or conversion fee.

PROVIDER shall have the ability to bond temporarily assigned individuals as directed by COUNTY. The fee for this service will be borne by COUNTY. Selection of the bonding insurer is at PROVIDER'S discretion; however, each insurance policy shall be:

- Issued by insurance companies authorized to do business in County, Nevada or eligible surplus lines insurers acceptable to COUNTY and having agents in Nevada upon whom service of process may be made
- Currently rated by A.11. Best as "A-VII" or better

### **Travel Expenses and Reimbursement**

In the event a temporary employee requires travel, the only reimbursable travel costs authorized are those that are incurred for official COUNTY business and authorized in advance in writing by an authorized COUNTY representative.

- Travel expenses must be submitted on COUNTY'S Claim for Travel Expenses form with original receipts for airfare, rental cars, parking and/or hotel receipts.
- Valid travel costs will be reimbursed at the current State of Nevada travel rates found on the GSA site [www.gsa.gov](http://www.gsa.gov).
- The temporary assigned individual and COUNTY'S contact person must sign the travel expense form.
- The form must be submitted with PROVIDER'S invoice for services with the travel expense as a separate line item on the invoice.

- The type of position requiring travel will vary based on COUNTY'S requirements.

PROVIDER shall provide assistance to COUNTY in problem resolutions, in regard to temporary assigned individuals, at no additional cost to COUNTY. PROVIDER'S temporary assigned individuals agree to be bound by COUNTY'S security regulations, policies and standards as required by COUNTY.

The temporary assigned individual will complete a weekly timesheet supplied by PROVIDER. The timesheet should include the following:

- Name of the division
- Name of the temporarily assigned individual
- Dates worked
- Beginning and ending time
- Number of regular hours worked each day, and if applicable, the number of overtime hours worked each day

PROVIDER shall be responsible for the proper care and custody of any COUNTY-owned personal tangible property and real property furnished for use in connection with the performance of the Contract.

PROVIDER shall reimburse COUNTY for such property loss or damage caused by PROVIDER'S assigned individual, with the exception of normal wear and tear.

The equipment used may include computers, copy machines, phones, printers, forklift etc. Equipment may vary depending on the employee's assignments.

Temporary assigned individuals should use reasonable care with COUNTY property: willful or negligent actions may result in COUNTY seeking reimbursement from PROVIDER.

*Unless specifically excluded by COUNTY in its description of job duties or equipment to be used, PROVIDER shall assume that temporary assigned individuals may drive COUNTY motor vehicles when authorized by COUNTY. PROVIDER shall be responsible for having insurance coverage for the temporary assigned individual's authorized operation of motor vehicles owned or leased by COUNTY.*

## **STAFFING REQUIREMENTS**

Terms of availability or unavailability in response to a temporary assignment request are as follows:

- PROVIDER shall notify COUNTY regarding availability within four (4) hours after a request is made for services that will commence within five (5) working days following the request.
- PROVIDER shall notify COUNTY regarding availability within two (2) days after a request is made for services that will commence later than five (5) working days following the request.
- PROVIDER shall confirm with COUNTY the arrival of its employee by telephone within one-half (1/2) hour after scheduled arrival time.

PROVIDER is responsible for communicating with its employee COUNTY'S requirements regarding hours of work, duration, location, expectations, dress code, and other information concerning the assignment.

Temporary assigned individuals should be available for the entire length of the assignment: however, if a replacement is required, a qualified replacement must be provided within twenty-four (24) hours of notification, including weekends and holidays.

COUNTY reserves the right to reduce the length of the temporary assignment and will provide PROVIDER with as much notification as possible.

### **Dress Code**

All temporary assigned individuals shall be appropriately dressed for the assignment and shall maintain a professional

demeanor. Dress code policy is established by the individual agencies. Temporary employees must dress according to the requirements of COUNTY.

### **Work Hours**

The exact work hours for temporary assigned individuals will be determined by COUNTY. Normal work hours begin at 6:30 a.m. and end at 5:30 p.m. Monday through Thursday excluding COUNTY observed holidays.

- Temporary assigned individuals will work no more than ten (10) hours per day, excluding one (1) hour for lunch or a total of forty (40) hours per week.
- Temporary assigned individuals will not be paid for their lunch hour.
- Temporary assigned individuals will only be paid when they are on the job.

*\*COUNTY has the right to request temporary assigned individuals to work overtime, holidays, evening/night, weekend or shift work.*

*\*Hours may vary per the requesting division.*

COUNTY reserves the right to request a replacement of any individual. If for any reason a replacement is required within the first ten (10) hours of service, there will be no charge to COUNTY. Any time beyond the initial ten (10) hours of service, the temporary assigned individual is determined to be unsatisfactory; PROVIDER agrees to issue a credit invoice to COUNTY for the total charges from the time COUNTY notifies PROVIDER to request a replacement.

- PROVIDER agrees to replace an unsatisfactory individual within one (1) business day; however, COUNTY has the option to contact a different vendor for the service.
- COUNTY shall be the sole judge as to whether a temporary assigned individual is satisfactory and is fulfilling COUNTY'S requirements.

### **PROVIDER'S RESPONSE TO STAFFING REQUIREMENTS**

PROVIDER shall describe how they shall obtain and assign temporary staffing under the Contract. PROVIDER'S policies and responses must include the following:

- Define skill testing and screening mechanisms, including a description of reference and/or background checks solicited for each applicant.
- Describe any benefits and incentive programs, as well as skill enhancement opportunities which are available to assignable staff.
- Explain the manner in which job assignments/job matching will be determined.

PROVIDER shall describe their minimum pre-employment screening. This may be negotiated with selected PROVIDER to ensure consistency at entry level positions; additional requirements will be at COUNTY'S discretion.

PROVIDER shall identify what they provide as a minimum for pre-employment background checks.

TRYFACTA, INC,			
Position	Regular Time Bill Rate	Overtime Bill Rate	Holiday Time Bill Rate
Adjudicator	\$ 37.80	\$ 56.70	\$ 45.36
Ambassadors	\$ 22.68	\$ 34.02	\$ 27.22
Ballot Duplicator	\$ 25.20	\$ 37.80	\$ 30.24
Ballot Imprinter	\$ 25.20	\$ 37.80	\$ 30.24
Ballot Inspector	\$ 25.20	\$ 37.80	\$ 30.24
Ballot Transport Officer	\$ 27.72	\$ 41.58	\$ 33.26
Central Counting Assistant	\$ 25.20	\$ 37.80	\$ 30.24
Floater (trained in all areas)	\$ 26.46	\$ 39.69	\$ 31.75
Lead Ambassador	\$ 27.72	\$ 41.58	\$ 33.26
Mail Ballot Box Preparation Technician	\$ 23.94	\$ 35.91	\$ 28.73
Mail Ballot Box Transport Officer	\$ 27.72	\$ 41.58	\$ 33.26
Nightly Check-In Personnel	\$ 25.20	\$ 37.80	\$ 30.24
Opex Operator	\$ 27.72	\$ 41.58	\$ 33.26
Project Managers	\$ 41.58	\$ 62.37	\$ 49.90
Queue and Data Entry	\$ 23.94	\$ 35.91	\$ 28.73
Recruiters	\$ 28.98	\$ 43.47	\$ 34.78
Rover	\$ 26.46	\$ 39.69	\$ 31.75
Signature Cure Affidavit Processor	\$ 25.20	\$ 37.80	\$ 30.24
Signature Cure Hotline	\$ 23.94	\$ 35.91	\$ 28.73
Signature Examiners	\$ 31.50	\$ 47.25	\$ 37.80
Team Lead Hotline	\$ 30.24	\$ 45.36	\$ 36.29
Traffic Control	\$ 23.94	\$ 35.91	\$ 28.73
Trainers	\$ 32.76	\$ 49.14	\$ 39.31
Translators	\$ 37.80	\$ 56.70	\$ 45.36
Undeliverable Ballots Logistics Clerk	\$ 25.20	\$ 37.80	\$ 30.24
Mail Ballot Sorter	\$ 23.94	\$ 35.91	\$ 28.73
Vote Line/Mail Ballot Hotline	\$ 23.94	\$ 35.91	\$ 28.73
Warehouse Personnel	\$ 26.46	\$ 39.69	\$ 31.75
Temporary Workforce Coordinator	\$ 31.50	\$ 47.25	\$ 37.80

**EXHIBIT B  
STAFFING NUMBERS**

<b>Position</b>	<b># of Personnel</b>
Adjudicator	10
Ambassadors	30
Ballot Duplicator	40
Ballot Imprinter	12
Ballot Inspector	60
Ballot Transport Officer	12
Central Counting Assistant	4
Floater (trained in all areas)	90
Lead Ambassador	1
Mail Ballot Box Preparation Technician	24
Mail Ballot Box Transport Officer	40
Nightly Check-In Personnel	20
Opex Operator	18
Project Managers	6
Queue and Data Entry	14
Recruiters	15
Rover	12
Signature Cure Affidavit Processor	6
Signature Cure Hotline	40
Signature Examiners	120
Team Lead Hotline	24
Traffic Control	12
Trainers	30
Translators	5
Undeliverable Ballots Logistics Clerk	4
Mail Ballot Sorter	14
Vote Line/Mail Ballot Hotline	30
Warehouse Personnel	90
Temporary Workforce Coordinator	4

**EXHIBIT C**  
**JOB DESCRIPTIONS TABLE**

<b>Position Title</b>	<b>Key Responsibilities</b>	<b>Required Skills</b>	<b>Additional Requirements</b>
<b>Team Lead Hotline</b>	Answer calls from team leaders during Early Voting and Election Day; Assist with data entry	Good judgment and decision-making; Clear communication; Attention to detail; Proficient computer skills; Team-oriented; Ability to remain nonpartisan	Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Vote Line / Mail Ballot Hotline</b>	Answer general public questions; Handle overflow signature cure calls; Assist with data entry	Good judgment and decision-making; Clear communication; Attention to detail; Proficient computer skills; Team-oriented; Nonpartisan conduct	Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Signature Cure Hotline</b>	Answer voter calls regarding signature cure; Assist with data entry	Good judgment and decision-making; Clear communication; Attention to detail; Proficient computer skills; Team-oriented; Nonpartisan conduct	Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Queue and Data Entry</b>	Clear SRD queue; Input new applications; Process AVR records	Minimum 40 WPM typing speed; Computer proficiency; Attention to detail; Team-oriented; Nonpartisan conduct	Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Mail Ballot Sorter</b>	Sort incoming mail ballot envelopes; Retrieve and move crates; Transport ballots to Counting Board	Physical stamina (10+ hours); Lift up to 50 lbs; Attention to detail; Team-oriented; Nonpartisan conduct	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Undeliverable Ballots Logistics Clerk</b>	Stack and palletize crates; Shrink wrap pallets; Transport ballots via pallet jack; Label and prepare ballots	Physical stamina; Lift up to 50 lbs; Safety compliance; Attention to detail; Team-oriented	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Signature Examiner</b>	Review signatures for accuracy and authenticity	High attention to detail; Computer proficiency; Team-oriented; Nonpartisan conduct	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Signature Cure Affidavit Processor</b>	Review signatures; Prepare and distribute cure notices	Attention to detail; Computer proficiency; Team-oriented; Nonpartisan conduct	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation

Position Title	Key Responsibilities	Required Skills	Additional Requirements
<b>Central Counting Assistant</b>	Extract ballots using machines; Log and audit ballots; Prepare ballots for tabulation	Attention to detail; Physical stamina; Team-oriented; Nonpartisan conduct	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Adjudicator</b>	Review ballots using adjudication software per NRS	Attention to detail; Judgment and decision-making; Team-oriented; Nonpartisan conduct	Valid Nevada ID or Driver's License; Background check and drug screening; Registered Clark County voter; Willing to disclose political affiliation
<b>Mail Ballot Box Transport Officer</b>	Pick up, deliver, and transport ballot materials	Physical stamina; Attention to detail; Team-oriented; Nonpartisan conduct	Valid Nevada Driver's License; Comfortable driving county vehicles; Background check and drug screening; Registered Clark County voter
<b>Ballot Inspector / Duplicator / Imprinter / Opex Operator / Rover</b>	Transport ballot materials; Perform election logistics duties	Physical stamina; Lift up to 50 lbs; Attention to detail; Team-oriented; Nonpartisan conduct	Valid Nevada Driver's License; Background check and drug screening; Registered Clark County voter; Prior election logistics experience
<b>Project Manager</b>	Manage election projects; Coordinate stakeholders; Track timelines and deliverables	Project management experience; Strong communication; Leadership skills; Election systems knowledge	Valid Nevada Driver's License; Background check and drug screening
<b>Translator</b>	Translate election materials; Perform clerical duties	Professional language fluency; Computer proficiency; Attention to detail; Nonpartisan conduct	Valid Nevada Driver's License; Background check and drug screening; Registered Clark County voter; ATA certification or obtain upon hire
<b>Traffic Control</b>	Manage vehicle flow; Direct vehicles to proper locations	Clear communication; Attention to detail; Team-oriented	Background check and drug screening
<b>Floater</b>	Assist across election areas; Remain on-call	Cross-trained; Physical stamina; Team-oriented	Valid Nevada Driver's License; Background check and drug screening; Registered Clark County voter
<b>Lead Ambassador</b>	Supervise ambassadors; Train staff; Coordinate schedules and security	Leadership skills; Documentation accuracy; Nonpartisan conduct	Background check and drug screening; Compliance with county policies
<b>Ambassador</b>	Escort observers; Document prohibited	Communication skills; Attention to detail; Nonpartisan conduct	Background check and drug screening; Compliance with

Position Title	Key Responsibilities	Required Skills	Additional Requirements
	behavior		county policies
<b>Trainer</b>	Conduct training sessions; Evaluate performance; Travel to sites	Public speaking; MS Word and PowerPoint; Team-oriented	Ability to drive county vehicles; Overtime availability
<b>Recruiter</b>	Review applications; Conduct interviews; Assign roles and schedules	Data entry (35 WPM); Microsoft Office; Cisco phone systems; Team-oriented	Overtime availability
<b>Warehouse Personnel</b>	Transport election materials; Handle equipment	Lift up to 75 lbs; Work in extreme climates; Attention to detail	Valid Nevada Driver's License; Background check and drug screening
<b>Nightly Check-In Personnel</b>	Transport election materials nightly	Lift up to 75 lbs; Physical stamina; Team-oriented	Background check and drug screening
<b>Temporary Workforce Coordinator</b>	Oversee daily temporary-worker attendance, equipment issuance, agency coordination for staffing needs, and end-of-shift accountability procedures.	Communication skills; Attention to detail; Time Management; Record Keeping; Attention to detail; Basic Computer proficiency; Conflict Resolution	Valid Nevada Driver's License; Background check and drug screening
<b>Mail Ballot Box Preparation Technician</b>	Prepares mail ballot drop-off boxes for use at the designated location.	Attention to detail, Physical Stamina, Nonpartisan conduct	Valid Nevada Driver's License; Comfortable driving county vehicles; Background check and drug screening; Registered Clark County voter.

## ALL ROLES

- **MUST** be available to work through the election cycle with limited requested days off.
- Available to work in terms of scheduling needs
  - Average shifts will be 8 – 10 hours with the possibility of overtime.
- Available to work weekends and flexible with schedule.
- Available to work extended hours on a specific event day, especially on election day.
- Comfortable in a fast-paced environment with the ability to make educated decisions and meet deadlines.
- Reliable and able to adhere to scheduling requirements for the contracted period.

**EXHIBIT D  
TEMPORARY STAFFING FOR ELECTION DEPARTMENT  
INSURANCE REQUIREMENTS**

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

A. **FORMAT/TIME:**

PROVIDER shall provide COUNTY with Certificates of Insurance 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. **ACCEPTIBILITY OF INSURERS:**

COUNTY requires insurance carriers to maintain during CONTRACT term, an "A.M. Best" rating of not less than A.VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUCCESSFUL BIDDER from potential insurer insolvency.

C. **OWNER COVERAGE:**

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. PROVIDER 'S insurance shall be primary and non-contributory with respect to COUNTY, its officers and employees.

D. **ENDORSEMENTS/CANCELLATION:**

PROVIDER'S general liability and automobile liability insurance policies shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given advance notice 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. ***If the deductible is "zero" it must still be referenced on the certificate.***

F. **COMMERCIAL GENERAL LIABILITY – Occurrence Form**

PROVIDER shall provide coverage with limits of liability not less than those stated below. An excess or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a 'following form' basis. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

o Each Occurrence:	\$1,000,000
o Products – Completed Operations:	\$1,000,000
o Personal and Advertising Injury:	\$1,000,000
o Damage to Rented Premises	\$ 50,000
o Medical Expenses	\$ 5,000
o General Aggregate:	\$2,000,000

The Policy shall be endorsed to include coverage for physical/sexual abuse and molestation. – **(SAM)**

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.***

G. **AUTOMOBILE LIABILITY – (If no driving is involved, coverage can be waived)**

PROVIDER shall provide coverage with limits of liability not less than those stated below. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

o Combined Single Limit (CSL):	\$1,000,000
--------------------------------	-------------

***A separate copy of the additional insured endorsement is required and must be provided for the Automobile Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.***

H. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS): –**

Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. These are minimum limits and could be increased to be commensurate with the project.

- o Each Claim: \$1,000,000
- o Annual Aggregate: \$2,000,000

If the professional liability insurance provided is on a claims-made basis, PROVIDER warrants that any retroactive date under the policy shall precede the effective date of this contract, and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

***A separate copy of the Extended Reporting Period or 'Tail Coverage' endorsement is required and must be provided for the Professional Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate with the retroactive date.***

I. **CYBER LIABILITY / SYSTEM / TECHNOLOGY (Errors & Omissions) –**

PROVIDER shall obtain and maintain with limits not less than those stated below.

- o Per Occurrence or Claim: \$5,000,000
- o Annual Aggregate: \$5,000,000

Coverage shall be sufficiently broad to respond to all duties, acts, or omissions undertaken by PROVIDER under this Contract including, but not be limited to:

- o Security breaches and unauthorized access or disclosure of confidential or personal information.
- o System or network failures, data loss or corruption, and restoration or recovery expenses.
- o Business interruption, contingent business interruption, and data reconstruction costs.
- o Cyber extortion, ransomware, and social engineering fraud.
- o Media liability, including infringement of copyright, trademark, trade dress, or other intellectual property.
- o Privacy violations, information theft, publication of private material, or misuse of digital content.
- o Regulatory investigations, fines, and penalties (where insurable by law).
- o Breach response costs, including legal defense, crisis management, and credit monitoring or identity restoration expenses.

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

J. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

PROVIDER shall obtain and maintain for the duration of CONTRACT. PROVIDER who 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. Policy shall contain a Waiver of Subrogation against the COUNTY.

- o Workers' Compensation: Statutory
- o Employers' Liability:
  - Each Accident \$1,000,000
  - Disease – Each Employee \$1,000,000
  - Disease – Policy Limit \$1,000,000

K. **CRIME LIABILITY**

- o Policy Limit \$100,000
- o Aggregate \$100,000

The policy shall provide limits of not less than \$100,000 per claim and in the aggregate for losses arising out of or in connection with any fraudulent or dishonest acts by the PROVIDER's employees, agents, directors, officers, or subcontractors, whether acting alone or in collusion with others. The policy shall include third-party fidelity coverage and name COUNTY and its clients as loss payees as their interests may appear. The policy shall cover extended theft, mysterious disappearance, computer crime, and computer fraud. The policy shall not contain a condition requiring an arrest or conviction as a prerequisite to coverage. Coverage shall extend to losses resulting from employee theft, forgery, alteration, robbery, burglary, and wire fraud, including funds transfer fraud and social engineering fraud. All applicable policies shall be endorsed to provide coverage for computer and electronic crime, including loss of electronic data and funds via unauthorized, fraudulent, or deceptive means.

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, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under Contract.

M. **ADDITIONAL INSURANCE:**

PROVIDER is encouraged to purchase any such additional insurance as it deems necessary. COUNTY reserves the right to request additional insurance coverages, limits, or endorsements, or to make modifications to the existing insurance requirements, as COUNTY reasonably deems necessary to protect its interests if there are material changes to the scope of work or a material increase to contract amount or upon renewal or amendment. PROVIDER shall comply with any such requirements within a reasonable period following notice from COUNTY.

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

1. Description: RFQ Number and Name of Contract (must be identified on the initial certificates of insurance and each renewal form).
2. Certificate Holder:  
Clark County, Nevada  
c/o Purchasing and Contracts Division  
c/o: myCOI  
P.O. Box# 501970  
8710 Bash Street  
Indianapolis, IN 46256
3. Appointed Agent Signature to include license number and issuing state.

**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 RFQ No. 607878-26, entitled TEMPORARY STAFFING FOR ELECTION DEPARTMENT
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

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting "Other", provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)**

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>						
<i>(Include d.b.a., if applicable)</i>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<i>(If different from above)</i>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 

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

Yes     No    (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

\* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative