

CLARK COUNTY, NEVADA

CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT

CBE NO. 606046-21

PWP-CL-2022-127

FACILITEQ NV, LLC
NAME OF FIRM
Quentin Abramo, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1310 South 3 rd Street Las Vegas, NV 89104
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 795-8800
(AREA CODE) AND TELEPHONE NUMBER
(702) 795-8838
(AREA CODE) AND FAX NUMBER
QAbramo@faciliteq.com mcroswell@faciliteq.com
E-MAIL ADDRESS

**CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE
INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT**

This Contract is made and entered into this _____ day of _____ 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and FACILITEQ NV, LLC (hereinafter referred to as PROVIDER), for Contract to Provide Furniture, Products, Design, Delivery, Installation, Warehouse Inventory Management Services and Program Management (hereinafter referred to as PROJECT).

W I T N E S S E T H:

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

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

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2023. 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 under this Contract, in accordance with the pricing matrix contained herein. It shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire project is completed for the approved fee.

B. Progress Payments

PROVIDER may 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 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 the billing address specified on the Purchase Order for each respective project or job.
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, 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 PROVIDER, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
 - 1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- 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 Brian Connolly, Real Property Management, (702) 455-2014 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. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.
- C. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by COUNTY or fails to execute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, PROVIDER shall pay to COUNTY as liquidated damages the sum of **\$100.00** for each 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 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 ten (10) 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 ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations, it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
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, subPROVIDERS, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

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

SECTION XI: NOTICES

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

TO COUNTY: Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway
Las Vegas, NV 89106

TO PROVIDER: Faciliteq NV, LLC
Attn: Quentin Abramo, President
1310 South 3rd Street, Suite 200
Las Vegas, NV 89104

SECTION XII: MISCELLANEOUS

C. 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.

D. 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.

E. Non-Discrimination/Public Funds

The 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.

F. 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.

G. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the 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.

H. Governing Law

Nevada law shall govern the interpretation of this Contract.

I. 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.

J. 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.

K. 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.

L. Confidential Treatment of Information

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

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. SERVICE WORKERS' BACKGROUND INVESTIGATION

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

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

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

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

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

Failure to follow this procedure may result in termination of Contract.

V. Ingress and Egress of Facilities

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

W. Keys / Access Cards

PROVIDER shall have full responsibility for protection of all keys / access cards furnished to PROVIDER and/or PROVIDER'S employees. PROVIDER shall also be responsible for ensuring that COUNTY'S facility is properly secured upon completion of performance of service, if such action is directed by COUNTY. PROVIDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of this Contract or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. PROVIDER'S failure to adhere to these security procedures may result in COUNTY instituting Liquidated Damages for costs to secure the facility.

X. Additional Equipment

Additional equipment may be installed by COUNTY and added to this Contract after the manufacturer's warranty has expired. COUNTY will request a quote from PROVIDER for costs associated with incorporating this additional equipment into the Contract. PROVIDER shall use the same pricing formula in developing costs for additional equipment as was used to develop costs for existing equipment.

Y. Local Facility

PROVIDER shall maintain a local factory authorized service station or representative. The local facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the equipment, to be verified by COUNTY'S representative.

Z. Service Provider Requirements

1. PROVIDER shall maintain and service all Metasys System equipment described herein properly, to industry standard and in compliance with all applicable laws, regulations and codes. PROVIDER'S employees performing under this Contract shall be qualified and fully certified to maintain equipment properly and to industry standard, using all reasonable care;
2. PROVIDER shall have a minimum of one (1) certified factory trained service technician for each type of equipment specified on-call duty at all times, but this does not preclude or over-ride the requirements of PROVIDER to supply personnel and resources as required to meet 100% system operations and maintenance requirements to keep the system online; and
3. PROVIDER'S employees assigned to perform under this Contract must have at least five (5) years of experience working on the systems and components contained in the Contract. Replacement employees and coverage employees must also meet the five (5) years of experience qualification unless PROVIDER receives a waiver in writing from COUNTY to approve an employee with less than five (5) years of experience.

AA. Delivery Requirements

1. INSTALLATION

PROVIDER shall be responsible for all installation, including the removal of all residual packing or shipping materials.

2. DAMAGED OR DEFECTIVE PRODUCTS

PROVIDER shall replace, at no cost to COUNTY, damaged or defective products within twenty-four (24) hours after notice. This shall include freight and any and all other associated costs. This excludes any damaged products due to negligence or vandalism as approved by COUNTY. These items will be replaced at an additional cost to COUNTY including any overtime rates or after-hours emergency repair if necessary.

BB. Operational Systems

PROVIDER shall maintain a completely operational system as determined by the manufacturer's operation manual, whether or not all items necessary to make the system operational are specified. PROVIDER shall supply all equipment, labor and tools necessary to maintain a completely operational system.

CC. Products

New Product:

PROVIDER shall guarantee that the parts and materials provided to COUNTY shall be new, and of the latest and most improved model of current production and shall be of first quality as to workmanship and materials used in said units. A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable. Factory refurbished parts shall be an acceptable replacement for existing parts which are no longer in production and no suitable current production item is available.

DD. Annual Performance Bond

Prior to execution of Contract, PROVIDER shall furnish an "Annual Performance Bond" in the amount of \$100,000.00. PROVIDER shall pay all premiums and costs of bonds.

The Annual Performance Bond shall be written on the form provided by COUNTY as Attachment 2 page 1-2.

PROVIDER shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The performance bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The performance bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond for CONTRACT renewal years after the initial Contract term shall be provided to COUNTY by PROVIDER and Surety jointly no less than thirty (30) calendar days prior to the expiration of the previous bond.

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

The performance bond shall be sent to the Purchasing and Contracts Division, Attention: Insurance Coordinator, **no later than ten (10) business days after COUNTY'S request.**

EE. Liquidated Damages – Insurance and Performance Bond Submittal

If PROVIDER does not provide the insurance or performance bond submittal on or before the 10th business day, PROVIDER shall pay over to COUNTY the amount of \$100.00 per business day as liquidated damages.

If PROVIDER does not keep the insurance or performance bond in effect or allows it to lapse, PROVIDER shall pay over to COUNTY the amount of \$100.00 per business day as liquidated damages.

FF. 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.

GG. 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 bid documents are available for review following the bid opening.

HH. Companies that Boycott Israel

PROVIDER certifies that, at the time it submitted its Bid, 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.

II. COUNTY'S Property

All property owned by COUNTY and furnished to PROVIDER for the purpose of performance under this Contract will be identified and marked as COUNTY'S property and adequately insured by PROVIDER for COUNTY'S protection. In the event that COUNTY'S property becomes lost or damaged to any extent while in PROVIDER'S possession from any cause, including faulty workmanship or negligent acts by PROVIDER, its agents or its employees, PROVIDER agrees to replace such property or reimburse COUNTY for the value or expense of replacement, whichever is greater, in accordance with COUNTY'S request.

JJ. Collection and Payment of Sales Tax

In accordance with NRS 372.123, any PROVIDER that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

KK. Drug-Free Workplace

PROVIDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. PROVIDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

LL. Federal, State, Local Laws

PROVIDER shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

MM. Removal of Employee

COUNTY reserves the right to request removal of any PROVIDER employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

NN. Furnishing Supervision of Employees

PROVIDER shall furnish, at PROVIDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

OO. PROVIDER Quality Control Program

PROVIDER shall establish a complete Quality Control Program (QCP) to ensure the requirements of Contract are provided as specified. PROVIDER shall provide a copy of their QCP to COUNTY at Contract kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable or COUNTY points out the deficiencies. The program shall include but not be limited to the following:

1. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in Contract. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. PROVIDER and their employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform;
2. A local file of all inspections conducted by PROVIDER and the corrective action taken. This documentation shall be made available to COUNTY monthly during the terms of Contract. COUNTY may compare inspections performed by PROVIDER'S inspectors against actual conditions which exist at that point in time; and

3. Failure by PROVIDER to implement the approved plan and pursue it diligently from the commencement of Contract may result in termination of Contract.

PP. Annual Contract Close-Out Procedure

At least sixty (60) calendar days prior to the completion of the Contract's initial term and any renewal term thereafter, COUNTY will:

1. Inspect the maintenance work, logs and other records to determine if work is complete and in compliance with the Contract.
2. Schedule an inspection with PROVIDER'S representative and any other affected agency. This inspection shall be for the purpose of developing a "punch list" of items requiring correction, repair, or completion. The punch list shall include comments made by COUNTY.
3. Compile the "punch list" from the comments provided at the inspection and supply a typewritten copy to PROVIDER. Upon distribution of the punch list items to PROVIDER, the punch list time allotment shall commence.

Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of the punch list letter or as otherwise agreed to by COUNTY. When all punch list items are completed, PROVIDER shall notify in writing COUNTY who will verify their completion.

Should COUNTY be requested to perform second inspections, either "punch list" or final, because of failure of work to be complete, PROVIDER shall compensate COUNTY for any costs incurred by the second and any subsequent inspections.

Failure of PROVIDER to complete any "punch list" within the stated time shall be cause for assessment of liquidated damages.

QQ. Third Party Inspections

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of Contract are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. PROVIDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the maintenance audit determine that performance by PROVIDER has been below the industry standard or not in compliance with the terms and conditions of Contract, COUNTY reserves the right to seek reimbursement of the third-party inspection costs from PROVIDER. Failure of PROVIDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of Contract.

RR. Disputes

Any dispute relating to Contract after award shall be resolved through good faith efforts upon the part of PROVIDER and COUNTY. At all times, PROVIDER shall carry on the work and maintain his progress schedule in accordance with the requirements of Contract and the determination of COUNTY, pending resolution of any dispute.

SS. Liquidated Damages – Completion of Contract

In case of failure on the part of PROVIDER to deliver the product or service within the time specified, or with such additional time as may be granted by the formal action of COUNTY, PROVIDER shall pay to COUNTY, as liquidated damages, \$100.00 per calendar day. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from PROVIDER or billed to PROVIDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

TT. Air Pollution

PROVIDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

UU. Storage of Materials

PROVIDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

VV. Cleaning Up

PROVIDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, PROVIDER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, PROVIDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and PROVIDER shall leave the premises and work site in a neat, clean and safe condition.

In the event of PROVIDER'S failure to comply with the foregoing, COUNTY may accomplish the same at PROVIDER'S expense.

WW. Pricing Structure for Services

For services deemed outside of the full-coverage umbrella, PROVIDER shall provide quotes in accordance with the following cost structure.

1. Prevailing wage rates and benefits, as provided by the State Labor Commissioner, for the actual labor used on each job including any zone pay for rural areas; plus, 33.41% mark up as a labor surcharge is the only overhead, profit, or markup figure that will be allowed plus;
2. Verifiable Equipment rates based on paid invoices / receipts or RS Means Cost Data for the year in which the work is performed, no markup to be added, plus;
3. Materials, Permits and Fees cost based on paid invoices / receipts submitted, no markup to be added, plus;
PROVIDER shall supply a not to exceed quotes for all services defined herein. All quotes from PROVIDER must include a not to exceed time for completion. Where materials have an extended lead time, the timeframe for delivery of materials must be listed separately. All Invoices for repairs and call out services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed. See Exhibit E for discount pricing off Rush Program price list. Current price list shall be provided at CONTRACT execution and remain in effect for one (1) year. Thereafter PROVIDER may revise price list one (1) time annually and must provide price list to COUNTY no less than thirty (30) business day before it takes effect.
4. Expected response protocols for non-emergency services are as follows:
PROVIDER shall perform a job walk for the purpose of ascertaining services to be provided and associated costs within twenty-four (24) hours of COUNTY'S request for services; PROVIDER shall provide COUNTY representative with written quote within seventy-two (72) hours of COUNTY'S request for service; and PROVIDER shall commence services within forty-eight (48) hours of COUNTY'S written approval of PROVIDER'S project specific quote document.

5. Expected response protocols for emergency services are as follows:
- PROVIDER shall perform a job walk for the purpose of ascertaining services to be provided and associated costs within two (2) hours of COUNTY'S request for services;
- PROVIDER shall provide Clark County representative with written quote within four (4) hours of COUNTY'S request for service; and
- PROVIDER shall commence services within one (1) hour of COUNTY'S written approval of PROVIDER'S project specific quote document.
- The determination of emergency services is strictly at COUNTY'S discretion.

XX. PROVIDER'S Representation

1. Nevada State PROVIDER's Board Licensing
 - a. PROVIDER must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624.
 - b. PROVIDER, and their Subcontractor/Independent PROVIDERs, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.
 - c. PROVIDER and their sub-contractors shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1, Paragraph 2, regarding Federal Debarment.
2. Journeyman and Master Electrician and Plumbing Examination Program
 - a. All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) PROVIDER Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
 - b. All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card for the appropriate scope of work being performed. The categories are Master Plumber and Journeyman Plumber.

Tests are administered by the Southern Nevada Board of Plumbing Examiners (SNBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
 - c. PROVIDER shall validate that their employee(s) or their SubPROVIDER's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract.

PROVIDER agrees to provide within twenty-four (24) hours of a request by COUNTY, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to COUNTY.
 - d. COUNTY staff, including but not limited to, from Development Services, Real Property Management, Public Works and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to COUNTY.

YY. Close-Out Documentation

As a part of the required contract close-out documentation, PROVIDER shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors**. The Business Enterprise Categories are defined as follows:

1. **MINORITY OWNED BUSINESS ENTERPRISE (MBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

2. **WOMEN OWNED BUSINESS ENTERPRISE (WBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women.

3. **PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):**

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

4. **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.

5. **VETERAN OWNED ENTERPRISE (VET):**

A Nevada business at least 51% owned/controlled by a veteran.

6. **DISABLED VETERAN OWNED ENTERPRISE (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

7. **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.

The information provided by PROVIDER is for COUNTY'S information only, as requested by the Board of County Commissioners.

ZZ. Responsibility of PROVIDER

1. PROVIDER shall be fully and solely responsible for safety and health conditions for conducting all operations under this Contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property.

PROVIDER shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions PROVIDER shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. PROVIDER shall notify COUNTY in writing of the name of their assign employee responsible for safety and health including a twenty-four hour telephone number prior to commencement of work.

PROVIDER shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an **active** Safety Program in accordance therewith.

2. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.

3. 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 that 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. 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 quality and technical accuracy and adequacy of its work. 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.
4. PROVIDER shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, PROVIDER will immediately replace him or her with a qualified person and inform COUNTY in writing.
5. As built drawings and related specifications shall become and remain the property of COUNTY. Copies of the drawings and specifications retained by COUNTY may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project.
A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by PROVIDER during the performance of services for which it has been compensated under this Contract, shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever occurs first. COUNTY shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
6. PROVIDER agrees that its officers, employees, Subcontractors and suppliers 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.
7. PROVIDER shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

AAA. Standards and Codes

1. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
2. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

BBB. Taxes

PROVIDER shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The Contract amount and any approved change orders amounts shall include all taxes imposed by law. PROVIDER shall make any and all payroll deductions required by law. PROVIDER herein indemnifies and holds COUNTY harmless from any liability regarding any and all such taxes, levies, duties, assessments and deduction

CCC. Payment of Material

Payment based on the actual cost of supplies, materials and equipment on hand under this section shall be made by COUNTY pursuant to NRS 338.515(2) with or without the paid invoice. "Actual cost" of materials shall be the invoice amount, whether paid or not, and shall not include any costs associated with installation, testing, etc. PROVIDER shall be entitled to payment of the actual cost of supplies, materials and equipment only if it (1) presents an invoice to COUNTY with the progress bill and, (2) states in the progress bill that the materials have been delivered and stored in the time and manner specified in the contract between PROVIDER and its supplier or subcontractor. If PROVIDER fails to comply with those conditions, COUNTY may decline payment in accordance with the provisions of NRS 338.525. COUNTY expressly reserves the right to withhold retention until PROVIDER presents to COUNTY a paid invoice, or some other proof of payment satisfactory to COUNTY, for COUNTY'S use in verifying the accuracy of the actual cost of the supplies, materials or equipment. If the amount paid does not match the actual cost, COUNTY shall adjust the amount of retention accordingly. Payment for supplies, materials or equipment on hand does not alter the responsibility of PROVIDER for all supplies, materials and equipment until final acceptance of the work.

1. If materials are not specifically purchased for the work, but are taken from PROVIDER'S stock, then in lieu of invoices, there shall be submitted to COUNTY statements accompanied by an affidavit of PROVIDER, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to PROVIDER.
2. It is understood and agreed that the transfer of title to and COUNTY'S payment of such stored or stockpiled material shall in no way relieve PROVIDER of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract.

DDD. Warranty

1. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to COUNTY.

Unless otherwise provided in the Contract, PROVIDER warrants all equipment, materials, and labor furnished or performed under this Contract against defects in design, materials (unless furnished by COUNTY), and workmanship for a period of **twelve (12) months** (unless longer guarantees or warranties are provided for in the Contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by PROVIDER or by any of its subcontractors of any tier.

Upon receipt of written notice from COUNTY of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by PROVIDER at a time acceptable to COUNTY.

2. PROVIDER shall perform such tests as COUNTY may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by PROVIDER.
3. PROVIDER warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should PROVIDER fail to promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at PROVIDER'S expense. PROVIDER and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

EEE. Prevailing Wages

1. PROVIDER and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090.

PROVIDER shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals \$100,000 or more. PROVIDER is responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: <http://www.laborcommissioner.com>, or by calling (702) 486-2795. Per NAC 338.040, after a Contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the first thirty-six (36) months, thereafter PROVIDER will use the current prevailing rates of wages in effect at the time the work is performed. Please note that if an amendment causes the Contract to exceed \$100,000, COUNTY will audit the entire Contract period.

2. In accordance with NRS 338.013.3, PROVIDER shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within ten (10) calendar days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
3. In accordance with NRS 338.060 and 338.070, PROVIDER shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on COUNTY'S project is paid less than the designated rate for any work done under the Contract by PROVIDER or any Subcontractor under it. If PROVIDER or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within **fifteen (15) calendar days** after the end of the month, PROVIDER shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period.

The Labor Commissioner shall establish a sliding scale based on the size of PROVIDER'S business to determine the amount per worker per day to be imposed. Any PROVIDER or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, PROVIDER shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorney's fees.

4. In accordance with NRS 338.070, PROVIDER and each Subcontractor shall keep or cause to be kept:
 1. An accurate record showing for each worker employed by PROVIDER or Subcontractor;
 - a. The name of the worker;
 - b. The occupation of the worker;
 - c. The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indication that the worker declined to specify such information;
 - d. The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - e. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - f. The actual per diem, wages, and benefits paid to the worker; and
 2. An additional accurate record showing for each worker employed by PROVIDER or Subcontractor who has a driver's license or identification card;
 - a. The name of the worker;
 - b. The driver's license or identification card number of the worker; and
 - c. The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY.

PROVIDER, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than fifteen (15) calendar days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection.

PROVIDER, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by PROVIDER and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center
Purchasing and Contracts Division, 4th Floor
Attn: Construction Compliance Officer
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

5. **PROVIDER shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the Workers, the Nevada Prevailing Wage Rates and all addenda.**

6. **Certified Payroll Reports:** Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, PROVIDER and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem, wages and benefits paid to each worker employed by it in connection with the public work.

Each PROVIDER and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each PROVIDER and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, PROVIDER will be notified after the award of the Contract. Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. PROVIDER'S payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

PROVIDER and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than fifteen (15) calendar days after the end of the month for the purposes of public inspection. PROVIDER shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project.

PROVIDER shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from PROVIDER by the public body because PROVIDER failed to submit certified payroll reports within fifteen (15) calendar days after the end of the month if the Subcontractor provided certified payroll reports to PROVIDER within ten (10) calendar days after the end of the month or the date agreed upon by PROVIDER and Subcontractor. PROVIDER shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or PROVIDER shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

FFF. Copeland Anti-Kick Back Act

PROVIDER shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each PROVIDER or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

GGG. Preferential Employment

All PROVIDERs shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by PROVIDER, this Contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Contract void.

HHH. Labor Strife

PROVIDER shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

III. Responsibility for Work Security

1. PROVIDER shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. PROVIDER shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. PROVIDER shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
2. PROVIDER shall comply with all applicable laws and regulations. PROVIDER shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve PROVIDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner PROVIDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
3. PROVIDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

JJJ. PROVIDER'S Site Responsibilities

1. Unless otherwise specifically provided in the Contract, PROVIDER shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by COUNTY.
Before PROVIDER begins such work, it shall give due notice to COUNTY of its intention to start such work. PROVIDER shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
2. PROVIDER shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by COUNTY, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by PROVIDER.
3. COUNTY reserves the right to permit access to the site by other PROVIDERs if necessary. PROVIDER shall cooperate and coordinate with COUNTY as needed.

KKK. Construction Safety

Neither COUNTY nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any PROVIDER, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

1. General

- a. PROVIDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. PROVIDER shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- b. In an emergency affecting the safety of life or of the work or of adjoining property, PROVIDER shall follow the instructions of COUNTY or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

2. Protection of Persons

- a. PROVIDER shall take all reasonable precautions for the safety of all employees on the work and all other persons who may be affected thereby. PROVIDER shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- b. Except as otherwise stated in the Contract Documents, if PROVIDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), PROVIDER shall immediately stop work in the area affected and give notice to COUNTY and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by COUNTY.

LLL. Fire Prevention

1. PROVIDER shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of PROVIDER.
2. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
3. PROVIDER shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by PROVIDER to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

MMM. Use of Completed Portions of Work

1. Whenever, as determined by COUNTY, any portion of work performed by PROVIDER is in a condition suitable for use, COUNTY may initiate a certificate of substantial completion for that portion and take possession of or use such portion.
2. Such use by COUNTY shall in no case be construed as constituting final acceptance and shall neither relieve PROVIDER of any of its responsibilities under the Contract, nor act as a waiver by COUNTY of any of the conditions thereof, provided that PROVIDER shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use.

However, if such use increases the cost, or delays the completion of remaining portions of work, PROVIDER shall be entitled to an equitable adjustment mutually agreed upon prior to COUNTY taking possession.

3. If, as a result of PROVIDER'S failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to COUNTY, COUNTY shall have the right to continue such use until such portion of work can, without injury to COUNTY, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
4. PROVIDER shall not use any permanently installed equipment unless such use is approved by COUNTY in writing. Where PROVIDER'S written request is granted for the use of certain equipment, PROVIDER shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of COUNTY.
5. If COUNTY furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of PROVIDER and shall be considered PROVIDER'S employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by COUNTY.
6. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

NNN. Record Drawings and Specifications

1. Progress Records: During construction, PROVIDER shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
2. Final Records: When specified or required upon completion of work, PROVIDER shall furnish to COUNTY a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. COUNTY, at its expense, will furnish PROVIDER with drawings for mark-up by PROVIDER. PROVIDER shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

OOO. Testing, Inspections, and Final Acceptance

1. When PROVIDER considers that all work under the Contract is complete, PROVIDER shall inform COUNTY in writing. When the results of inspection and testing satisfy COUNTY that all work under the Contract is completed and in accordance with the requirements of this Contract, COUNTY shall initiate the Notice of Completion process.
2. The date of final acceptance of the project shall be the date upon which COUNTY accepts and issues a Notice of Completion for the project.
3. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the work by COUNTY as defined herein except that COUNTY, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

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

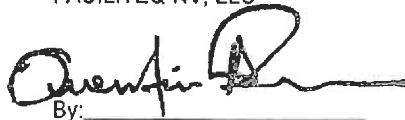
COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

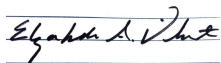
PROVIDER:
FACILITEQ NV, LLC

By:  _____

QUENTIN ABRAMO
President

3/17/2022
DATE

APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney

By:  _____
ELIZABETH A. VIBERT
Deputy District Attorney

Mar 21, 2022

DATE

EXHIBIT A
CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION,
WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT
SCOPE OF WORK

A. GENERAL - COUNTY requires CONTRACTOR to provide the following services:

1. Furnish and/or installation of new office furniture and/or COUNTY office furniture asset(s) to include, but not limited, as follows:
 - a. Systems Furniture and Accessories
 - b. Freestanding Furniture,
 - c. Seating
 - d. Metal Storage, and Wooden Case-Goods
2. Shall, but not limited to, provide the following services:
 - a. Design, Services
 - b. Installation Services
 - c. Inventory and Warehouse Management Services.

B. COUNTY standards:

1. CONTRACTOR shall be responsible to adhere to the following COUNTY standard requirements:
 - a. COUNTY's assets (modular furniture and related furniture items, etc.) being warehoused and managed by CONTRACTOR (County Inventory) shall be utilized at all times possible for COUNTY's modular furniture requirements, no exceptions shall be made, unless otherwise provided herein.
 - b. No COUNTY department is authorized to request that CONTRACTOR only furnish new modular furniture and related components. Any deviation from this requirement requires a written authorization from Clark County Purchasing in order to proceed.
 - c. All cubicle designs shall be based on COUNTY's Color Standard, unless inventory is utilized, and COUNTY's Standard Cubicle Size(s) as identified in Exhibit F. Any deviation from this requirement requires a written authorization from Clark County Real Property Management in order to proceed.

C. PRODUCT PRICING:

1. The product pricing for CONTRACT is based on percentage discount from the Manufacturer's Published Price List(s) (Price List), see Exhibit I – Schedule of Fees, for PRICING MATRIX for Product and Service pricing. The percentage discount offered for each category of products shall remain firm for the duration of Contract. PRICING MATRIX may be updated as changes are necessary to incorporate new or the removal of old product lines.
2. CONTRACTOR may update Price List after July 1, 2022; prior to the said date CONTRACTOR's 2021 Published List Price shall govern. For the first renewal option period, the Published List Price which is in effect at time of renewal will govern the pricing for that given period. Thereafter, price list may be updated in accordance with Item No. 3 Price Adjustment Requests.
3. PRICE ADJUSTMENT REQUESTS:
 - a. Except as otherwise provided herein, CONTRACTOR's price list(s) may be updated once per renewal period but shall not take effect until CONTRACT has submitted the Price Adjustment Request, including suitable proof (i.e. appropriate Bureau of Labor Statics, Consumer/Producer Price Index, etc.), 60 calendar days in advance of CONTRACTOR's expectation of price increase commencement.
 - b. Prices shall not be retroactive
 - c. A price adjustment can only occur if CONTRACTOR has been notified in writing of COUNTY's approval of the new price list.

- d. In the event of a price decrease in any category of product at any time during the Contract, including renewal option(s), COUNTY shall be notified immediately. All price list reductions shall be effective upon the notification provided to COUNTY.

D. PRODUCT REQUIREMENTS

1. All office furniture products offered by CONTRACTOR to COUNTY shall meet or exceed applicable test, safety, and performance standards identified by American National Standards Institute (ANSI) and The Business and Institutional Furniture Manufacturers Association (BIFMA), and/or any applicable Local, State, and Federal laws, regulations and codes applicable to office furniture product requirements.
2. NEW PRODUCT -CONTRACTOR shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production and shall be of first quality as to workmanship and materials used in said units. A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.
3. DISCONTINUED PRODUCT – CONTRACTOR shall notify COUNTY of any discontinuation of textiles, and/or finishes in accordance with the CONTRACTOR's standard warranty policy or 180 calendar days, whichever is greater.

E. WARRANTY INFORMATION

CONTRACTOR shall, at a minimum, warrant the office furniture products and materials offered under CONTRACT as identified in Exhibit G, Haworth's Warranty Policy.

F. CUSTOMER SERVICE

1. Notwithstanding the requirements of Section V(B), CONTRACTOR Manager shall meet the COUNTY needs in regards to , but not limited to the following and these services shall be provided at no cost to COUNTY:
 - a. Be available by phone or email at a minimum, from 8 a.m. to 5 p.m. PST Monday through Friday.
 - b. At a minimum, CONTRACTOR Manager shall respond to inquiries within one business day from receipt of message or email.
 - c. Have a thorough understanding of the services and full range of products offerings, choices, colors, etc., by CONTRACTOR
 - d. Be responsible for coordinating with COUNTY representative, visiting COUNTY location(s) (when applicable) and obtaining the appropriate information from COUNTY representative and providing a quote, including simple floor plan design(s) (when applicable), for products and services requested by COUNTY representative.
 - e. At a minimum, quotes provided to COUNTY shall clearly identify product, description, unit price, description of each type of labor related service to be provided, estimated number of hours to complete each respective service, and any other information deemed necessary or requested by COUNTY authorized representative.
 - f. Professionally cooperate with COUNTY's key points of contact such as authorized COUNTY representative(s), employees, third party consultants, architects, and contractors.
 - g. Document, track, and submit all necessary reporting, documentation, critical scheduling dates, status reports as any other additional reporting requirements as requested.
 - h. Be responsible for comprehensive site/conditions review, including logistics, critical field dimensions, building procedures, and advising COUNTY of existing or potential site concerns.
 - i. Provide a pull list to COUNTY authorized representative with all labor quotes and as requested by COUNTY authorized representative. In addition, provide a quote, to COUNTY authorized representative, and receive a purchase order(s) from COUNTY prior to the start of any project.
 - j. Provide advance notice of site deliveries and compliance with location delivery requirements.

- k. On site supervision whenever on site work is occurring and insuring work is completed in accordance with scope of project and in accordance with Contract. Manager shall be available by cellular phone and/or radio 24-hour a day, 7-day a week basis throughout any project. If manager is unavailable as identified, Manager shall appoint a lead installer, with the authority and capacity to make decisions or receive instructions and react accordingly, for each specific project and inform the COUNTY's authorized representative of such change.
- l. Ensuring man hour reports are satisfactorily completed and submitted to the COUNTY's authorized representative in accordance with paragraph N – Man Hour Report.
- m. Attend all project meetings, i.e., progress, pre-installation, coordinating, and other meetings as deemed necessary by COUNTY.
- n. Oversee warehousing and inventory inquires.

G. PROJECT TIME SCHEDULE

- 1. Time is of the essence of this Contract
- 2. CONTRACTOR shall complete COUNTY project(s) in accordance with the Scope of Work, Exhibit A, any additional requirements of each respective project, and within the timeframe required and mutually agreed upon by all parties.
- 3. If the CONTRACTOR's performance of services is delayed, CONTRACTOR shall notify County's representative in writing of the reason(s) for the delay and prepare a revised schedule for the project. The revised schedule is subject to COUNTY's written approval.
- 4. In the event that the CONTRACTOR fails to complete the project within the time specified and agreed upon by COUNTY and CONTRACTOR and/or CONTRACTOR, or with such additional time(s) as may be granted by COUNTY, CONTRACTOR, whichever is the responsible party, agree to compensate COUNTY for all expenses or penalties caused by the CONTRACTOR late deliver or failure to complete the scope of the project as required.

H. PRODUCT LEAD TIMES

- 1. Unless otherwise agreed to by CONTRACTOR, CONTRACTOR shall at a minimum adhere to the lead times periods as identified in Exhibit H, Haworth Lead time guide. Time is of the essence and failure to meet the delivery times specified may constitute a breach of contract. Exhibit H may be updated periodically by CONTRACTOR as significant changes to Lead Times occur and shall be provided to COUNTY 60 calendar day prior to commencement of change(s).

I. SERVICE AND INSPECTION INSTRUCTIONS –

- 1. Prior to delivery, the product shall be completely inspected and serviced by the delivering dealer or the manufacturer's pre-delivery service center. A copy of the manufacturer's bill of material (BOM) shall be completed for the product, signed by a representative of the organization performing the inspection/service and delivered with the product. The product may be inspected at time of delivery, by an authorized representative of COUNTY, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment and the commencement of a discount period (if applicable) will not be made until the corrective action is made the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to COUNTY.

J. QUICK SHIP PROGRAM

- 1. CONTRACTOR shall provide a Quick Ship/Rush Program. CONTRACTOR shall adhere to the time frame noted in Exhibit H – Leadtime Guide. Rush deliveries required by COUNTY may be authorized by COUNTY's authorized representative but only with prior written approval.

2. In the event of emergency or a rush delivery is required as the result CONTRACTOR error, all additional shipping and handling charges shall be paid by CONTRACTOR.

K. DELIVERY REQUIREMENTS

Unless otherwise noted on a purchase order or indicated in writing by COUNTY's authorized representative, CONTRACTOR shall comply with, but are not limited to, the following delivery requirements:

1. CONTRACTOR shall pay all freight charges. CONTRACTOR shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.
2. CONTRACTOR shall give at least seven (7) calendar days' notice to COUNTY, or as requested by COUNTY's authorized representative, prior to delivery to COUNTY's authorized representative as identified in the purchase order(s).
3. CONTRACTOR 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. CONTRACTOR shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.
4. Delivery of goods shall be made to any location specified on the purchase order or as specified by COUNTY's authorized representative. This could include multiple delivery locations. These locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas. COUNTY will provide access to a loading dock, when applicable.
5. CONTRACTOR shall be responsible for thirty-day (30) interim storage of product(s) for non-direct and direct shipments, which shall be directed to CONTRACTOR or as specified by COUNTY, prior to delivery and installation date as established on purchase order or as specified by COUNTY's authorized representative or as mutually agreed upon by COUNTY and CONTRACTOR. There will be no labor charges for non-direct shipments which are less than truckload (LTL), but there will be additional labor charges in accordance with Exhibit D, for direct shipments which are full truckload (FTL) which are not shipped to the installation site. After 30 days storage charges may be charged to COUNTY by CONTRACTOR at the rates outlined in Exhibit D – Schedule of Fees.
6. COUNTY may elect to accept partial deliveries; however, final payment will not be made until all products have been received and accepted. However, COUNTY is still responsible for full payment of shipped product if COUNTY elects to store product.
7. CONTRACTOR shall be responsible for the removal of all packaging materials from the job site on a daily basis and shall be recycled, if applicable. If packaging materials are unable to be recycled then it shall be disposed of in accordance with all applicable laws and regulations. Unless otherwise directed by COUNTY's authorized representative, CONTRACTOR shall not dispose of packaging materials in COUNTY's dumpsters and trash receptacles.

L. ORDER PROCESSING

1. All purchase orders submitted to CONTRACTOR shall reference this Contract number.
2. Purchase orders placed under this Contract shall be issued to Faciliteq.

M. DAMAGE AND/OR INCORRECT PRODUCT

1. Incorrect product shall be reported to CONTRACTOR by COUNTY within a reasonable time frame after the error has been noticed. CONTRACTOR shall replace the incorrect products in an expedited manner.
2. Damaged product shall be reported to CONTRACTOR by COUNTY with fifteen (15) days from delivery and acceptance of product. If an inspection is required by CONTRACTOR prior to delivery and installation of product to COUNTY'S site, because the product is being stored by CONTRACTOR or any other similar reason,

CONTRACTOR shall provide a minimum of five (5) business days' notice of such inspection to COUNTY's authorized representative. CONTRACTOR shall cooperate with COUNTY'S authorized representative schedule at all times. Failure of the CONTRACTOR to notify the COUNTY'S authorized representative will result in the COUNTY no longer being liable should any damage be found after the said period and CONTRACTOR shall be responsible for all costs associated with the replacement of the damaged products.

3. CONTRACTOR is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to COUNTY.
4. CONTRACTOR shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of COUNTY.
5. CONTRACTOR is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
6. CONTRACTOR is required to keep COUNTY informed of the replacement process and delivery date for any and all replacement orders.
7. COUNTY will not be charged a replacement fee for any returns.
8. In the event that COUNTY does not accept product due to damages or shipment error as described above, COUNTY shall not pay additional shipping and handling charges for the shipment of replacement products.

N. REPLACEMENT PARTS

1. CONTRACTOR shall adhere to the product non-obsolescence and warranty policy for products procured by COUNTY in accordance with Exhibit G – Haworth Warranty Policy.

O. INSTALLATION OF PRODUCT

General Requirements:

1. Installation to be performed during COUNTY normal working hours, when applicable, which is Monday through Thursday, 7a.m. to 5:30 p.m. PST, excluding COUNTY holidays in accordance with NRS 236.015.
2. CONTRACTOR OR CONTRACTOR shall assemble the product in accordance with CONTRACTOR's specifications and ready for use; set in place in the location designated by the Design plan or COUNTY authorized representative within the agreed upon timeframe of COUNTY.
3. CONTRACTOR shall be responsible to ensure that a final cleaning will be completed prior to acceptance or the final walk-through, whichever is applicable, and shall include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required or has deemed necessary by COUNTY. These services shall be provided at no cost to COUNTY.
4. CONTRACTOR shall work cooperatively with COUNTY and participate in the final walk-through inspection and provide a punch out checklist, when applicable. Check List shall include, but not limited to, a list of any missing, incorrect, or damaged items and other services that still have not been completed or need to revise as deemed necessary by COUNTY's authorized representative.
5. COUNTY shall incur no additional charges as a result of CONTRACTOR or CONTRACTOR's error. CONTRACTOR is responsible for ordering any missing, damaged, or incorrect items upon discovery.

Specific Requirements:

6. Notwithstanding the requirements above, CONTRACTOR shall provide, but not limited to, the following services:
 - a. All activities related to, but not limited to, the installation and set-up of product (new/inventory/on-site product) per the approved drawings, receiving, delivery, reconfiguration of existing product, coordination with and other trades, teardown and staging of existing product, work surface cuts, fabric and hard surface cleaning which includes steam cleaning per the Reference Guide for Professional Upholstery Cleaning (IICRC S300) issued by The Institute of Inspection Cleaning and Restoration Certification Standard, and upholstery services in accordance with accepted industry standards which are utilized by CONTRACTOR, and disposal of packaging offsite per all applicable laws and regulations.

b. Appearance of Systems Furniture – Notwithstanding the requirements above, CONTRACTOR shall ensure that product utilized from County Inventory is in an acceptable appearance, as deemed necessary by COUNTY authorized representative. At a minimum, CONTRACTOR shall proceed as follows:

- CONTRACTOR shall inspect product, during staging/pulling of product from County Inventory process and/or when applicable, to determine if product is clean and uniform in appearance. Product shall be free from stains, dirt, buildup and tears. CONTRACTOR shall clean the entire panel or spot clean as deemed necessary or reupholstered if torn.
- If product requires upholstery cleaning or reupholstering, CONTRACTOR shall provide an estimate/quote to COUNTY representative and inform them of these additional services in a timely manner to allow COUNTY's authorized representative to act accordingly so to minimize any disruption to the project schedule.

P. TRAINING AND PRODUCT MANUALS

1. CONTRACTOR shall provide training by qualified factory or CONTRACTOR personnel on the operation, care and maintenance of products procured from CONTRACTOR. Training shall take place at the location of COUNTY's choice, on an as-needed basis, for the term of Contract.
2. CONTRACTOR shall provide, upon request from COUNTY, product manuals for all procured products. Manuals shall contain detailed instructions on installation, disassembly, parts list and diagrams, and care and maintenance information.
3. CONTRACTOR shall provide certified training to COUNTY authorized individuals for assembly and disassembly of systems furniture. Training shall take place at the location of COUNTY's choice, on an as-needed basis, for the term of Contract.

Q. DESIGN SERVICES

Design services shall be performed by a registered interior designer, pursuant to NRS 623.180, 623.192, and any other applicable statute. Design services shall be paid at a rate of \$69.00 per hour. The Design services shall include, but not limited to, the following:

1. Standards
 - a. No project shall be created from new product only due to department requests in which they have specified that only new product can be utilized. Any deviation from this requirement requires a written authorization from Clark County Purchasing in order to proceed.
 - b. All cubicle designs shall be based on the Clark County Color Standard, unless inventory is utilized, and Clark County Standard Cubicle Size(s). Any deviation from this requirement requires a written authorization from Clark County Purchasing in order to proceed.
 - c. Shall develop new floor plan(s) or configuration of existing floor plans utilizing available product from County Inventory and on-site product at all times possible.
 - d. Inventory/Re-use analysis shall be completed and submitted to COUNTY's authorized representative for all projects that require a supplemental order to complete the new floor plan.
2. Programming
 - a. Sites verify/measure architectural and incorporation of new architectural parameters to include walls, doors, site constraints, thermostats, switch locations and critical dimensions when site is available and as needed.
 - b. As-built and document existing modular furniture for reutilization in new configuration where required or as needed.
 - c. Document existing equipment along with Clark County Inventory numbers if available which includes copy machines, printers, faxes & scanners, computers, and plotters

- d. Work with project manager to establish electrical distribution and identify potential changes to building electrical requirements.
 - e. Determine detailed planning requirements for areas based on project requirements.
 - f. Develop and coordinate phasing plans for project completion and progression.
 - g. Implement/draw architectural backgrounds into AutoCAD if area is not on file or verify architectural parameters to existing backgrounds for correct floor plan base plans.
 - h. Report existing code violations to the COUNTY's authorized representative.
3. Planning
- a. Develop proposed space plan for area per programming requirements.
 - b. Complies with Building Code Exiting Requirements, Life Safety, Fire Codes, and Health Codes.
 - c. All applicable accessibility codes such as, but not limited to, Americans with Disability Act.
 - d. Review preliminary plan with COUNTY'S authorized representative.
 - e. Revise space plan to reflect all required furniture adjustment changes.
 - f. Develop electrical plan for furniture requirements.
 - g. Create required product purchase list of project after inventory analysis is completed.
 - h. Provide selections for fabrics and finishes that are code compliant for the occupant load, occupant type and building type as needed.
 - i. Provide moving plans with names/phone numbers/workstation designations of individuals involved in the reconfiguration. Shall include locations of copy machines, printers, faxes, scanners, computers, and plotter.
 - j. Provide estimating services related to all aspects of product installation/reconfiguration including electrical/data support.
 - k. Review with COUNTY'S authorized representative for final approval.
4. Documents
- a. Prepare CAD generated final floor plans for installation purposes.
 - b. Includes complete overall drawings with location plan of project, panel/electrical plan, component plan, and phasing plan when required.
 - c. Prepare final specifications and instructions for order and installation quotes.
 - d. Includes detailed inventory analysis documentation for re-use of onsite product being reused in the reconfiguration, product pulled from Clark County Inventory, product going back into inventory, modifications to inventory such as recovering of panels, cutting down of work surfaces or tack boards for re-use and any specific or special instructions needed for project completion.
 - e. Submit all final documents to COUNTY's authorized representative.
 - f. Maintain cubicle numbering logic established by COUNTY and/or create numbering logic for areas where nonexistent.
5. Project Coordination
- a. Provide Project Coordination throughout design, delivery and installation.
 - b. Participate in final walk-thru and punch list resolution.
 - c. Participate in project meetings when needed as well as weekly meetings at RPM to discuss project progress with all RPM project construction coordinators
 - d. Certify that work is 100% complete per the approved design

R. INVENTORY AND WAREHOUSE MANAGEMENT SERVICES

1. CONTRACTOR shall provide Inventory Management and Warehouse Services of COUNTY'S assets, at COUNTY'S request, in accordance with the rate(s) identified within Exhibit D – Fee Schedule. CONTRACTOR shall warehouse COUNTY'S PRODUCT in the secured facility located at 2527 East Washburn Road, North Las

Vegas, Nevada 89081 (hereinafter referred to as "CONTRACTOR's WAREHOUSE"), which is subject to change but not prior to providing customer with at least sixty (60) days written notice of the change. CONTRACTOR shall provide, but not limited to, the following services:

- a. Shall properly manage the allocation of space to provide the most efficient and maximized use of space.
 - b. Shall provide an accurate inventory of product.
 - c. Shall provide actual and projected inventory status reports.
 - d. Shall provide current and available physical space of inventory SF.
 - e. Inventory product reserves for project in planning.
 - f. Product preparation including but not limited to touch up of product.
 - g. Incorporate product into inventory including but not limited to handling and transportation.
 - h. Inventory Pulling and Staging of product.
 - i. Annual physical counts reconciled to inventory reports.
2. The labor costs, not "warehousing" cost, associated with the aforementioned services, 1a through 1i, for the period of July 1, 2022, through June 30, 2023, shall be directly allocated to each respective County project. For the period of July 1, 2022, through June 30, 2023, the aggregate "warehousing" cost, \$.90 per square foot per month, with the option to increase the rate by three (3) percent beginning in year three (3) and after. Thereafter, Inventory Management and Warehouse services shall be in accordance with the rate identified in the Fee Schedule.
3. CONTRACTOR shall provide COUNTY'S authorized representative an inventory report on a monthly basis, or a mutually agreed upon time schedule, which shall provide, but no limited to, the following information. At any time, COUNTY may request CONTRACTOR to provide an inventory report and CONTRACTOR shall provide the said report within 48 hours from COUNTY's request.
 - a. Product Description
 - b. Product Quantity available and reserved
 - c. Product Value (based on current contract list price)
 - d. Disposed product listing
4. CONTRACTOR shall use the following guidelines in determining whether an item should be disposed of or retained due to damaged product or as deemed necessary by COUNTY:
 - a. Shall perform an analysis to determine whether it is more cost effective to repair or modify a product as opposed to purchasing the respective item new (i.e., reupholstering of panels, reapplying molding/finishes on work surfaces, re-paint/touch-up of hard surfaces, etc), of it the product(s) are not serviceable or sellable. If it is cost effective, then the product will be repaired or modified when the item is required for use. If it is not cost effective/serviceable/sellable, the product shall be set aside for inspection, at a time mutually acceptable by both parties. COUNTY's authorized representative shall review and confirm that the product can be disposed. The product will be recycled, if possible, or disposed of in accordance with all applicable laws and regulations. COUNTY'S authorized representative will be witness to the disposal of the product(s) in conjunction with a CONTRACTOR'S representative.
 - b. CONTRACTOR shall advise COUNTY of any County Inventory that has become stagnate or product which is not typically utilized for COUNTY projects. COUNTY shall review the product in question and make a determination on whether product should continue to be a part of the County Inventory or disposed of based on the information provide to COUNTY by CONTRACTOR.

S. MAN, HOUR REPORTS

- a. CONTRACTOR Manager or Lead Installer shall provide COUNTY'S authorized representative with documentation identifying actual labor hours for each project attested to by authorized CONTRACTOR'S Manager or Lead Installers signature. At a minimum, this documentation shall identify the project name, purchase order number associated with the project, date, full name of employee(s) and the number of hours worked, and description of services performed for that calendar day. This documentation shall be completed prior to the CONTRACTOR leaving the site. This documentation shall be provided to COUNTY's authorized representative within 24 hours utilizing one of the following methods identified by the COUNTY'S authorized representative: hand deliver, fax, or email. In addition, CONTRACTOR shall provide the said documentation along with the corresponding invoice(s) for the respective project.

T. SHIPMENT DELAYS

1. CONTRACTOR shall acknowledge all orders and/or notify COUNTY of any inaccuracies within 72 hours following receipt of purchase order. COUNTY may cancel, revise orders, and extend the ship date in accordance with Exhibit I – Haworth's Order Change Matrix.
2. If COUNTY does not accept delivery of any product which conforms to COUNTY'S purchase order and has been acknowledged by CONTRACTOR with an assigned ship date, CONTRACTOR shall store product within their warehouse, if possible, or another third party vendor, approved by COUNTY. COUNTY will reimburse CONTRACTOR as identified in Exhibit D for product stored within their warehouse and at CONTRACTOR'S actual costs for third party situations which shall be subject to COUNTY's approved budgeted appropriations. CONTRACTOR shall still bear all responsibility of the product while at third party vendor's location until such time that the product has been delivered to the delivery address specified on the purchase order or as requested by COUNTY authorized representative.

EXHIBIT B
CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION,
WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT
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. 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. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- L. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.

- M. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subPROVIDERS or anyone employed, directed or supervised by PROVIDER.
- N. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- P. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (G) Policy Number
 - (H) Policy Effective Date
 - (I) Policy Expiration Date
 - (J) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Professional Liability
 - (K) Policy Number
 - (L) Policy Effective Date
 - (M) Policy Expiration Date
 - (N) Aggregate (\$1,000,000)
 8. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. 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
 10. Appointed Agent Signature to include license number and issuing state.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT
NAME:

PHONE

(A/C No. Ext): BROKER'S PHONE NUMBER

FAX

(A/C No.): BROKER'S FAX NUMBER

E-MAIL

ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. PROVIDER'S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

3.

INSURER B:

Company's

INSURER C:

Best

INSURER D:

Key Rating

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE						ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS			
4.	GENERAL LIABILITY						X		(A)	(B)	(C)	EACH OCCURRENCE		\$(D)	1,000,000
												PERSONAL & ADV INJURY		\$(G)	1,000,000
												GENERAL AGGREGATE		\$(H)	2,000,000
	POLICY X PROJECT LOC											DEDUCTIBLE MAXIMUM		\$	25,000
5.	AUTOMOBILE LIABILITY						X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)		\$(M)	1,000,000
	X	ANY AUTO										BODILY INJURY (Per person)		\$	
		ALL OWNED AUTOS										BODILY INJURY (Per accident)		\$	
		SCHEDULED AUTOS										PROPERTY DAMAGE (Per accident)		\$	
		HIRED AUTOS												\$	
		NON-OWNED AUTOS										DEDUCTIBLE MAXIMUM		\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						N/A					WC STATU- TORY LIMITS		OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)											E.L. EACH ACCIDENT		\$	
	describe under: DESCRIPTION OF OPERATIONS below											E.L. DISEASE - E.A. EMPLOYEE		\$	
												E.L. DISEASE - POLICY LIMIT		\$	
7.	PROFESSIONAL LIABILITY								(N)	(O)	(P)	AGGREGATE		\$(Q)	1,000,000

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

8. CBE NO. 606046-21; CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT.

9. CERTIFICATE HOLDER**CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606046-21, entitled CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT;
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

**ATTACHMENT 2
ANNUAL PERFORMANCE BOND**

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

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal Contractor, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the annual sum of \$100,000 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into CONTRACT with said COUNTY to perform all work required under **CBE NO. 606046-21** of COUNTY'S specifications, entitled **CONTRACT FOR PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT.**

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

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

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

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Principal Contractor)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

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

**ATTACHMENT 3
COST OF FORCE ACCOUNT FORM**

CONTRACT FOR BID NO.606046-21 CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT Daily Labor, Equipment and Material Costs				
RPM Work Order No.		Date Provided:		
Contract No.	606046-21	RPM Project #.:		
Revision No.		Provider Name:		
HAZMAT Assessment		Estimated Time of Start/Completion/(Number of Days):		
DESCRIPTION OF WORK:				
(LABOR) NAME	STATE OF NEVADA PREVAILING WAGE CLASSIFICATION	HOURS	PREVAILING WAGE RATE	EXTENDED AMOUNTS
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Current Wage Rates Verified by:	Total Prevailing Wage Labor \$	0		\$0.00
Fixed Percentage Set in Contract	Total Labor Multiplier @	33.41%		\$0.00
Total Cost of Labor			(A)	\$0.00

(EQUIPMENT)	DESCRIPTION		HOURS	RATE	EXTENDED AMOUNTS
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Rental Raises Obtained From:					\$0.00
					\$0.00
Total Cost of Equipment			0	(B)	\$0.00

**ATTACHMENT 3
COST OF FORCE ACCOUNT FORM**

CONTRACT FOR BID NO.606046-21 CONTRACT TO PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, WAREHOUSE INVENTORY MANAGEMENT SERVICES AND PROGRAM MANAGEMENT Daily Labor, Equipment and Material Costs			
MATERIALS (see attached Bill of Materials)	Items	Cost Per Item	EXTENDED AMOUNTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Lead Time to Acquire Material:		(Number of Days or Weeks)	
MATERIALS TOTAL (Less Sales Tax)		(C)	\$0.00

REIMBURSABLE FEES, PERMITS AND ENGINEERING/DESIGN COSTS	Items/Hours	Cost Per Item	EXTENDED AMOUNTS
DESIGN SERVICES			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Lead Time to Acquire Permits		(Number of Days or Weeks)	
REIMBURSABLES		(D)	\$0.00

TOTAL (A + B + C+ D)	(E)	\$0.00
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APPROVED

Provider Representative

Title

Clark County Representative

Title

Rates and Extensions checked by:

Title

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

3. _____

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

EXHIBIT D
PROVIDE FURNITURE, PRODUCTS, DESIGN, DELIVERY, INSTALLATION, INVENTORY AND
WAREHOUSE MANAGEMENT AND PROGRAM MANAGEMENT SERVICES
SCHEDULE OF FEES

CONTRACTOR shall adhere to the following requirements:

A. SERVICE AND RATES

1. CONTRACTOR shall provide, but not limited to, the following services which are billable services by the CONTRACTOR:
 - a. Installation/Reconfiguration Services: involves actives related to the installation and set-up of product (new/inventory/on-site product) per the approved drawings, reconfiguration of existing product, teardown and staging of existing product, work surface cuts, upholstery cleaning services per the Reference Guide for Professional Upholstery Cleaning (IICRC S300) issued by The Institute of Inspection leaning and Restoration Certification Standard, and upholstery services in accordance with accepted industry standards which are utilized by CONTRACTOR.
 - b. An additional services or equipment which are required or unique to a specific COUNTY projects, not identified herein, which are billable shall be identified to the COUNTY authorized representative in a timely manner. If COUNTY representative approves the additional services, CONTRACTOR shall then bill COUNTY at CONTRACTOR's actual costs for these additional services.
2. Installation and Reconfiguration Services:
 - a. Current Prevailing Wage Labor Rate for regular time (Monday through Friday: 8am – 5pm)
 - b. Current Prevailing Wage Labor Rate for overtime (Weekends, or before 8am, or after 5pm, and Clark County Holidays in accordance with NRS 236.015)
 - c. All invoices for labor shall be billed for actual time only, minimum billing for time and travel and/or portal-to-portal charges are not accepted, with the exception of COUNTY projects which requires the transporting of COUNTY'S assets from one COUNTY location to another COUNTY location.
3. Inventory and Warehouse Management Services
 - a. Except as otherwise provided herein, COUNTY will pay CONTRACTOR \$0.90 per SF for the Inventory and Warehouse Management Service as noted within Exhibit A - Scope of Work, R – Inventory and Warehouse Management Services.

B. PRICING MATRIX - See Exhibit E for Pricing Matrix.

EXHIBIT E
CLARK COUNTY
Discount Schedule
(Faciliteq Contract)

Price Agreement 76218 AA Product only orders shipping to U.S. locations, accessing North American price list

Product Group	Systems Product	Seating Products	Freestanding Products	Wood Caseloads	Architectural Interiors	List Dollar Value	Customer Discount
I Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup® Too Adaptable Components, PREMISE® NW/WT Moxie™ Components Composite					\$1 - \$100,000 \$100,001 or More	75.000% Negotiable
RUSH**							
II Regular Lead Time	RACE® if®	Improv®, X09®, Look™	X Series® Caseloads, Files & Storage Beside			\$1 or More	70.000%
RUSH**						\$1-\$50,000 \$50,001 or More	66.000% Negotiable
III Regular Lead Time	Everyday Office (Hop, Jump, Jive, and Swivel)	Zody, Very™	V Series® Caseloads, Files & Storage A Series®			\$1 or More	64.000%
RUSH**						\$1 - \$50,000 \$50,001 or More	56.000% Negotiable
IV Regular Lead Time	Tactics®, 450 Series, Tempo™, Planes, Intuity					\$1 or More	61.750%
RUSH**						\$1 - \$50,000 \$50,001 or More	58.000% Negotiable
V Regular Lead Time	Patterns, Reside	Composites™, Fortranze™, Galerie™, Hello™, Prescott™, Tally™, Tuxedo™, ToDo®, Cassia, Candor, Lively Very Task™, Fern		Masters	Enclose Powerweb	\$1 or More	63.100%
RUSH**						\$1-\$100,000 \$100,001 or More	54.000% Negotiable
VI Regular Lead Time	Belong, Jump®Stuff, Boogie® Board					\$1 or More	60.400%
RUSH**						\$1-\$50,000 \$50,001 or More	53.000% Negotiable
VII Regular Lead Time	Haworth Collection N/A, Pablo Lighting Harbor Work Lounge Openest	Poppy		Suite		\$1 or More	59.500%
RUSH**						\$1 or More	45.000%
VIII Regular Lead Time	Ergotron					\$1-\$50,000 \$50,001 or More	51.000% Negotiable
IX Regular Lead Time	Healthcare					\$1-\$100,000 \$100,001 or More	56.000% Negotiable
X Regular Lead Time	Haworth Collection Poltrona Frau, Cappelletti, Cassina					\$1 or More	30.000%

Price List: Current Price list applies

- **Seller offers the above-mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.
- Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.
- The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.



EXHIBIT F

CLARK COUNTY

SUMMARY OF SPACE ASSIGNMENT GUIDELINES

CATEGORY	TYPE OF PERSONNEL	TYPE OF WORK	SIZE / RANGE
A	Commissioners Elected Officials County Manager	Private / Ceremonial Offices	280 – 400 sq. ft.
B	Assistant County Manager	Private Office	260 – 300 sq. ft.
C	Department Heads	Private Office	200 – 240 sq. ft.
D	Assistant Department Heads Deputy Directors Division Heads Airport Admin Coordinator Airport Operations Coordinator Court Intake Coordinator	Private Office	140 – 200 sq. ft.
E	General Staff Requiring Confidentiality	Private Office	100 – 120 sq. ft.
F	Manager / Supervisor	Open / Systems Furniture (some senior level offices)	80 – 120 sq. ft.
G	Professional / Supervisor	Open / Systems Furniture	64 – 80 sq. ft.
H	Office / Clerical	Open / Systems Furniture	48 – 70 sq. ft.
I	Field / Interns / Volunteers	Open / Systems Furniture	30 – 50 sq. ft.

Great Expectations

You have them as a Haworth customer and so do we. And because we value our customers, we cover our products with this **Product Compatibility and Limited Warranty Policy**.

OUR COMMITMENT TO PRODUCT COMPATIBILITY – INTEGRATED PRODUCT PLATFORMS

As a market leader in the design and manufacture of workspaces that adapt to change, we strive to maintain product compatibility within our various generations of integrated product platforms. This benefits the customer who desires to update or modify their work environment. It also benefits the customer needing to replace a product due to damage or other reasons, but which is no longer manufactured or is otherwise unavailable, such as a fabric or finish that is discontinued because of changing market preferences. In both circumstances, we often can provide products with comparable function and performance.

OUR COMMITMENT TO PRODUCT QUALITY – THE HAWORTH NORTH AMERICA LIMITED WARRANTY

To ensure customer satisfaction and peace of mind, we stand behind our products with the following Haworth North America Limited Warranty (“Limited Warranty”).

What Products are Covered?

This Limited Warranty applies to new products manufactured by Haworth, Inc. or Haworth, Ltd. (individually, “Haworth”) after September 1, 2021 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer (“Covered Products”). Covered Products also include new products manufactured by a company other than Haworth after September 1, 2021 that are sold to an end-user purchaser by Haworth or an Authorized Haworth Dealer as part of the Haworth Collection line of products, but only if such products are specifically listed below in the “What are the Warranty Periods? - Haworth Collection of Products” section of this Limited Warranty. For products manufactured on or before January 1, 2019, please refer to the applicable Haworth warranty published in the Haworth North America Price List when the product was purchased, for products manufactured after January 1, 2019 please refer to www.haworth.com for the applicable Haworth warranty or contact your local Authorized Haworth Dealer.

In this Limited Warranty, the terms “us,” “we,” “our” and similar terms refer to Haworth, and an end-user purchaser refers to the first person who purchases a Covered Product for such person’s own internal use and not for resale or distribution.

The following products are excluded from the definition of “Covered Product” and not covered by this Limited Warranty, and neither Haworth nor its affiliates will have any obligation or liability relating to them: (a) software; (b) consumable items, such as batteries and bulbs/lamps; (c) the customer’s own material (COM), or any material specified by the purchaser that is not a standard Haworth product offering, such as Haworth Alliance fabrics; (d) other than Haworth Collection products not manufactured by Haworth as described above, any item manufactured by a third party from whom Haworth purchases the item for resale without incorporating it into a Haworth product as a component or part (in those situations, if the purchaser is not a direct beneficiary of the manufacturer’s warranty, then Haworth will assign to the purchaser any warranty that the manufacturer provides, to the extent the warranty is assignable); (e) Ergotron® products included in the Accessories North American Price List, regardless of whether incorporated into a Haworth product as a component or part (if the purchaser is not a direct beneficiary of any applicable Ergotron® warranty, Haworth will assign such warranty to the purchaser, to the extent assignable); and (f) field painted walls and Pergola products.

What Problems are Covered?

Subject to the terms of this Limited Warranty, Haworth warrants to the end-user purchaser of a Covered Product that the Covered Product, at the time of purchase, will be free of any defect in design or workmanship that materially impairs the performance or functionality of the Covered Product under normal use (a “Defect”). This warranty is for 24-hour / 7-day multiple shift use of the applicable Covered Product; for seating products, such use is by individuals up to 325 lbs. In this Limited Warranty, normal use means use of a Covered Product in accordance with all the following: (a) Haworth’s standards instructions, guidelines, and recommendations for that Covered Product; (b) if the Covered Product is part of the Haworth Collection and not manufactured by Haworth, then the applicable manufacturer’s standard instructions, guidelines, and recommendations for that Covered Product; and (c) applicable laws, rules, regulations, and ordinances.

A Defect excludes, and Haworth and its affiliates will not have any responsibility or liability for, the following: (a) normal wear and tear; (b) any damage, wear or failure of the Covered Product that occurs during transport of the Covered Product, or that is caused by improper use, care or maintenance of the Covered Product or by an act of God or other event outside of Haworth's reasonable control; (c) the natural variation of color, grain or texture found in wood and leather; (d) the natural aging of materials such as wood, fabric and leather which results in colors changing over time or during use; (e) dye lot variations in fabric, leather or wall coverings; (f) the natural patina of leather during use; (g) "puddling" or wrinkling of fabrics, leather, or faux leather; (h) reverse crocking of dyes from clothing onto seating materials; (i) change in color (including fading) or other surface effects resulting from exposure to chemicals (such as chemicals in cleaning solutions) or exposure to sunlight or other sources of ultraviolet rays; (j) any damage, wear or failure of the Covered Product caused by the integration or use of any non-Haworth materials, components, devices or other products into or with any Covered Product; or (k) any damage, wear, or scratching to flooring from glides, casters, or other components.

What Remedies are Available?

If a purchaser makes a valid claim under this Limited Warranty for a Defect to a Covered Product, Haworth, at its option, will either (a) repair the Covered Product at Haworth's cost, (b) replace the Covered Product at Haworth's cost with a new or refurbished product with comparable function and performance, or (c) refund or credit the purchase price of the Covered Product (excluding taxes, duties, fees, and other amounts). All repair and replacement work will be performed by Haworth or a third party engaged by Haworth to perform the specific repair or replacement work relating to the Defect; repair or replacement work performed by any other person will void this Warranty. Haworth will not be responsible for any cost or expenses incurred by the purchaser relating to repair or replacement of a Covered Product due to a Defect, including without limitation freight, insurance, inspection, storage and similar costs and expenses. Any Covered Product that is replaced or whose purchase price is refunded or credited will become the sole and exclusive property of Haworth.

What Conditions Apply?

All the following conditions must be satisfied to make a valid claim under this Limited Warranty for a Defect to a Covered Product:

- the purchaser must have notified Haworth in writing of the Defect within 30 days after the purchaser first learns or has notice of the Defect, and in any event not later than three (3) business days after the last day of the applicable warranty period; all such notices must be sent to Haworth at One Haworth Center, Holland, Michigan 49423, Attention: Customer Service/ Warranty Claims;
- the purchaser must provide original Haworth order number and have fully complied with all instructions, requirements, and directions provided by Haworth, an Authorized Haworth Dealer or their respective agents regarding (a) the inspection, preservation or safeguarding of the Covered Product and (b) the transportation and delivery of the Covered Product to Haworth or, if directed by Haworth, to an Authorized Haworth Dealer or other party;
- the Covered Product must have been installed by Haworth or an installer certified by Haworth to install that Covered Product;
- all prior repairs of the Covered Product must have been performed by Haworth or an installer certified by Haworth to install that Covered Product;
- the repair of the Defect of the Covered Product pursuant to this Warranty must be performed by Haworth or a third party engaged by Haworth to perform the specific warranty-repair work;
- at all times the Covered Product must have been in a building that is (a) dry, fully closed-in and protected from the natural elements, and (b) adequately heated, ventilated and air conditioned to maintain an internal temperature between 40° F and 90° F (4° C and 32° C) and relative humidity levels between 25% and 55%;
- the Covered Product must not have been modified, and the purchaser must have used and maintained the Covered Product in full conformity with all of Haworth's written specifications, instructions and guides regarding use, care and maintenance;

- if the Covered Product is replaced or its purchase price is refunded, all bills of sale, assignments, releases, consents, approvals, and other documents and/or actions required by Haworth to assign and transfer to Haworth sole and exclusive title in the Covered Product, free and clear of all liens, claims and encumbrances, must have been executed, delivered and/or made, as applicable; and
- all other conditions and requirements in or arising under this Limited Warranty, applicable law or a written agreement between Haworth and the purchaser, must have been fully satisfied.

What are the Warranty Periods?

A Covered Product's warranty period begins on the Covered Product's date of manufacture and ends on the expiration of the time period identified below for that particular Covered Product. In addition, the warranty period will automatically terminate at the time that the end-user purchaser ceases to solely own, possess, control, and use the Covered Product.

- **Lifetime.** Except for those Covered Products or related components or materials identified below as having a different warranty period, the warranty period of a Covered Product is as long as the end-user purchaser continues to solely own the Covered Product.
- **Twelve (12) Years.** The following Covered Products have a 12-year warranty period:
 - seating products (excluding fabrics, tablet arms, and gel arm caps)
 - thermally fused laminates (Be_Hold)
 - Premium Textured HPL
 - wood or wood-framed products
 - Casgood mechanisms (hinges, slides, latches, glides, casters, etc.)
 - Planes®, Planes VM, Upside™, and Hop™ height adjustable product mechanisms¹
- **Ten (10) Years.** The following Covered Products have a 10-year warranty period:
 - wall products (excluding door closer mechanisms, wallcoverings, locksets, markerboards, and glass)
 - Pergola products (excluding drapes, drape track hardware, PET tiles, wallcoverings, markerboards, and glass)
 - Adjustable keyboard pads and monitor arms
 - Power Base™ Electrical (excluding Power Base AI and USB receptacles)
 - products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below
 - electrical (non-USB) and A/V accessories
- **Five (5) Years.** The following Covered Products have a 5-year warranty period:
 - fabric scrims, fabric screens, vertical fabrics, and wallcoverings
 - fabrics rated Heavy Duty (A) under the Association of Contract Textiles Guidelines
 - leathers or faux leather
 - vertical use markerboard laminates
 - user-adjustable work-surface mechanisms
 - Power Base Receptacles with USB
 - tablet arms (max. load 50 pounds)
 - overhead storage unit slow-close mechanisms
 - Reed Premier™ and Adaptable LED lighting
 - glass used in Systems products² (vertical & horizontal)
 - Improv and X-99 gel arm caps
 - work tools and systems accessories (e.g., laptop holders and footrests)
 - PET tiles and screens

¹ Troubleshooting procedures provided by Haworth must be used to determine if a mechanism is defective, the associated error code needs to be included in the Service Notification. Programmable handsets required to read error codes.

² The tempering process for glass results in stronger glass and allows it to fracture into smaller, less harmful pieces when it breaks. Tempered glass often is referred to as "safety glass" because of this breakage feature. Although stronger, it is still important to handle tempered glass

with care and avoid impact damage. Small impurities introduced during the tempering process or damage to edges during handling or use can result in spontaneous glass breakage at unpredictable times and are excluded from warranty coverage.

- **Three (3) Years.** The following Covered Products have a 3-year warranty period:
 - Power Base AI Electrical product
 - painted MDF product
 - USB retrofit kits or products incorporating USB charging outlets (Except Power Base)
 - wall product locksets
 - fabrics rated General Contract (a) under the Association of Contract Textiles Guideline
- **Two (2) Years.** The following Covered Products have a 2-year warranty period:
 - walls door closer mechanisms
 - Pergola drapes and associated track hardware
- **One (1) Year.** The following Covered Products have a 1-year warranty period:
 - horizontal use markerboard laminates
 - acrylic tops/surfaces
 - soft palm rests
 - electronic locks and components
 - tablet markerboards
 - mouse pad inserts
 - Translucent edging
 - glass used in walls product (see note ² above for more details and exclusions)
 - Openest™ Plume Screens
- **No Warranty.** The following Products and conditions are excluded from the definition of “Covered Product” and not covered by this Limited Warranty:
 - acrylic or corrugated screens
 - exclusions noted or defined in sections “What Products are Covered” and “What Problems are Covered”
- **Specific Product Lines.**
 - **Tailored Solutions™.** A Covered Product that is modified under Haworth’s “Tailored Solutions” program will have a warranty period that is the same as the standard catalog product that is modified; however, any material modification of the standard catalog product’s features, construction, function, or aesthetics will have a 1-year warranty period.
 - **Haworth Healthcare Products.** The warranty period of a Covered Product within the Haworth Healthcare line of products is as follows (textiles and coverings are not covered by this Limited Warranty):
 - **Five (5) Years.**
 - ✓ guest seating
 - **Three (3) Years.**
 - ✓ standard glides
 - ✓ standard casters
 - ✓ patient room casegoods
 - ✓ manual exam tables and accessories
 - ✓ exam room stools
 - ✓ power exam tables and accessories
 - ✓ overbed tables
 - **Two (2) Years.**
 - ✓ gas cylinders
 - **One (1) Year.**
 - ✓ Thermofoil and Kydex arm caps
 - ✓ Thermofoil tops
 - ✓ central locking casters
 - ✓ recliner and lift chair motors
 - ✓ motion mechanisms
 - ✓ heat/massage
 - ✓ recliner options
 - ✓ modular exam base
 - ✓ wall casegood

- Haworth Collection Products. The warranty period of a Covered Product within the Haworth Collection line of products, including those manufactured outside of North America and sold to a customer based or located in North America, is as follows (textiles and coverings are not covered by this Limited Warranty):
- **Twelve (12) Years.**
 - ✓ Haworth seating products (framework, mechanisms, seating foam, cylinders, mesh, seating glides & casters, and plastic components)
 - ✓ Haworth wood or wood-framed products
 - **Five (5) Years.**
 - ✓ Cappellini products manufactured in North America
 - ✓ Haworth products imported from Europe unless noted for shorter terms
 - ✓ Pablo Designs products
 - **Three (3) Years.**
 - ✓ GAN products
 - ✓ JANUS et Cie seating frames and table frames (excludes cushions, fabrics, frame finish, and glass)
 - **Two (2) Years.**
 - ✓ Cappellini products imported from Europe
 - ✓ Cassina products imported from Europe
 - ✓ Poltrona Frau products imported from Europe
 - ✓ BuzziSpace products
 - **One (1) Year.**
 - ✓ JANUS et Cie umbrellas and umbrella base

- **Service Parts.**

Haworth-authorized service parts installed on a Covered Product will be covered by this Limited Warranty for the remaining balance of the warranty period for that Covered Product, so long as the service part was installed by Haworth or an installer certified by Haworth to install that Covered Product.

GENERAL TERMS

This Product Compatibility and Limited Warranty Policy extends solely to end-user purchasers of Covered Products and not to their successors, assigns, employees, agents, or affiliates. This Policy is not assignable or transferable in whole or in part, whether voluntarily, by operation of law or otherwise, and any purported assignment or transfer will be void.

All determinations regarding the scope, applicability, and interpretation of this Policy, including without limitation the satisfaction of and compliance with any of its conditions and requirements, will be made solely by Haworth in its discretion. All such determinations made by Haworth will be final, non-appealable and binding on all persons.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED ABOVE, TO THE EXTENT ALLOWED BY LAW, HAWORTH DOES NOT MAKE, AND IT EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY PRODUCT OR SERVICE AND, IN PARTICULAR, DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OR REPRESENTATION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ANY LEGALLY REQUIRED WARRANTY THAT MAY NOT BE DISCLAIMED WILL BE LIMITED IN DURATION TO ONE (1) YEAR FROM THE DATE OF MANUFACTURE.

AS SET FORTH IN THIS POLICY, REPAIR OR REPLACEMENT, OR REFUND/CREDIT OF THE PURCHASE PRICE, AT HAWORTH'S OPTION, OF A COVERED PRODUCT ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECT TO THAT COVERED PRODUCT OR ANY OTHER ISSUE RELATING TO ITS MANUFACTURE OR INSTALLATION. IN NO EVENT SHALL HAWORTH OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN TORT OR FOR ANY CONSEQUENTIAL, ECONOMIC, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, USE OR REPUTATION, WITH RESPECT TO ANY COVERED PRODUCT OR ANY OTHER PRODUCT, WHETHER CAUSED BY, ARISING FROM OR RELATING TO A DEFECT OR OTHERWISE.

Applies to U.S. only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the immediately preceding paragraph may not apply to a purchaser. This Limited Warranty gives the purchaser specific legal rights, and the purchaser may also have other rights which vary from state to state.

[End of Document]

Standard Lead Time Guide

Stated in business days | Transit times not included

November 10, 2021

Category	Product	Days	Category	Product	Days	General Notes
Systems Product	Active Components	25	Walls	Enclose Solid	60-80	Subject to change based on Incoming order volumes and plant capabilities, calculated from the date of a clean order receipt to the day of product shipment
	Adaptable	20		Enclose-Wood Doors & Tiles	60-80	
	Adaptable Wood	20		Enclose Unitized Glass	60-80	
	Compose	35		EFG	60-80	
	Intuity	20		Metal Glazed Doors/All Other Doors	60-80	
	Acrylic Desktop Separation Screen	10		Pergola	60-80	
	Lightweight Desktop Separation Screen	8		Supplied Glass	25	
	Premise, Unigroup, Places, Unigroup Too	20		TriViat	60-80	
	Patterns	30		Cultivate	20	
	Patterns Cushion	20		Hop (Model Exceptions on line below)	15	
Accessories	Reside	25	Tables	Hop Exceptions and Suggested Alternatives-View Hyperlink	Call for Quote	Finishes: Orders, excluding Seating and Walls, with the Finishes Clear on Quarter Cut Walnut and Clear on Rift Cut White Oak require an additional 10 days lead time. Tailored Solutions: may have extended lead times due to design, supplier parts, testing or complex design. *Quoted lead time on undocumented Tailored Solutions is an estimate. Final lead time will be communicated upon completion of the Tailored Solutions documentation. COM products/Alliances/Fabrics/By adding Long Lead Time Hardware: may have longer lead time depending on supplier availability and subject to a re-acknowledgement of the order within 48hours If modifications need to be made to your order please refer to our Order Change Policy for guidance
	Top/Base Feeds	40		Immerse Wood base or/ and tops	50	
	Worksurfaces	20		Swivel	20**	
				Jlve	15	
	Belong & Belong Plus	20		Pip Laptop & Collaborative	15	
	Belong Plus Screens	45		Planes	20	
	Belong: Monitor Arm	25		Planes Height Adjustable	20	
	Belong Table Mount Shroud	30		Planes Value Model	55	
	Ergotron (Domestic)	10		PopUp	20	
	Ergotron (International to Canada)	15		Upside: Standard/Value Model (Exceptions on line below)	20	
Storage & Organization	Worktools (Jump Stuff, Boogie Board)	25	Seating	Upside: Value Model Exceptions and Alternatives-View Hyperlink	50-90	NOT included in lead times, see the following for Transit Time by Zmer: Holland Transit Map Bruce Transit Map Valid PO, valid financials, final signed off approval drawings, complete and final site dimensions and complete finish codes and descriptions Order will be scheduled to longest lead time unless you move it onto its own DG Contact your Haworth Customer Service Specialist before making commitments 10 business days See Mockup Lead Time Guide or email: DL-MockupTeam@Haworth.com
	Worktools (CPU Holder, Adjustable Keyboard Pad)	25		*Upside: For order sizes > 100 Tables	Call for Quote	
	X Series, Recycle Bin	35		Wood Executive Tables	30	
				Wood Executive Tables-Conference Buffet	40	
	A Series Storage	20		Workware - Connect Interfaces/Processors/Wireless	15	
	Be_Hold	35				
	Be_Hold_Be	50		Cabana	95	
	Beside Laminate Casegoods	60		Fern	15	
	Composite Laminate Casegoods	60		Harbor Work Lounge	80**	
	Bookcases	35		Hello Lounge	80	
Private Office	X & V Series Storage	35	HHE	Improv HE	60	24-48 hours for normal orders 48 Hours for COM's and Walls 72 hours for HHE and Haworth Collection 5 Business Days for BuzzSpace 2-3 days 2-3 days
	X & V Series Peds	35		Improv SC	45	
	X & V Series Files	35		Maari	15	
	X Series Lockers/Towers	20		Openest	80	
	Cubbie Files	40		Poppy Guest (Wood & Metal Base)	40	
	...-> 11 ft High X series storage, wardrobe, Combo units with Painted Fronts-see My Haworth Article Published on 1/15 for more details.	115		Poppy Lounge	75**	
				Resonate	20	
	Masters (Laminate)	60		Riverbend & Pebble Lounge	95	
	Masters (Veneer)	25		Soji	15	
	X Series Desks	20		X99	55	



[Haworth Collection Lead Time Guide](#)

[TriViat Lead Time Guide](#)

**Chairs with Knit Back Quantities of 100 or more
** Please Call Customer Service for Quote, Available Capacity will determine lead time

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

Business Entity Type (Please select one)						
<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
Business Designation Group (Please select all that apply)						
<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

- 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.)
- 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