

INNOVATION & TECHNOLOGIES MASTER SERVICES CONTRACT

THIS CONTRACT is being entered into, effective as of _____, by and between the **CITY OF LAS VEGAS** (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and **T-WORX, INC.** (hereinafter the "Company"), a Florida limited liability company having its principal office at 370 Camino Real Boulevard, Suite 201A, Boca Raton, Florida 33433.

SECTION A – Contract Overview**A-1 Summary of Contract [CAO-12/30/2020]**

This Contract sets forth the terms and conditions for the performance of information technology consulting services more specifically described herein below, and the execution hereof by the parties hereto forms a legally binding contract. This Contract is for the provision of individual Task Orders, as defined below, and the execution of this Contract does not obligate the City to award any Task Order hereunder. This is a Non-Exclusive Contract.

(a) Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	As needed Information Technology consulting services via task orders issued pursuant hereto.		
Performance Dates The Performance Period is more fully defined in Section A-2	Award Date See first paragraph	Expiration Date April 30, 2024	Option Periods Three (3) one-year periods
Contract Type As defined in Section B-1	The contract type is Task Order, with hourly labor rates, a not-to-exceed amount and Scope of Work and Deliverable(s) included in each individual Task Order.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	\$100,000		The aggregate amount of Task Orders issued by the City under this Contract shall not exceed \$100,000 per year.

(b) Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 – Services Price List Attachment 2 – Task Order Template Attachment 3 – Acceptance Form Template Attachment 4 – Certificate – Disclosure of Ownership and Principals

(c) City Project Manager Per Section D-4, (a)	Name R. Craig Andrews, IT Section Manager	Phone 702-229-5268	Email randrews@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	Name Tracy Wittenkeller, President and Founder	Phone 561-703-7133	Email tracyw@t-worx.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	Name & Title Tracy Wittenkeller, President and Founder	Address 561-703-7133	Email tracyw@t-worx.com

A-2 Performance Period [CAO-12/30/2020]

- (a) The performance period commences on the Award Date and continues through the Expiration Date. The City may issue Task Order(s) up through the Contract Expiration Date. The completion date of each Task Order will be set forth in the Task Order and the Contract terms will survive through the completion date of the last Task Order. Notwithstanding a stated completion date in any Task Order, all Task Orders must be completed not later than 180 days following expiration or termination of this Contract.
- (b) The City may at its sole discretion, exercise the option to renew this Contract (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.
- (c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms**B-1 Definitions [CAO-10/13/2020]**

The following definitions apply to this Contract:

- (a) “*Award Date*” means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (b) “*Contract*” means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.
- (c) “*Contract Amount*” means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.
- (d) “*Deliverable*” means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract and any Task Order. Each Deliverable shall be identified in each Task Order, and shall be subject to testing and acceptance by City.
- (e) “*Labor Hour Contract*” means a contract that provides for payment of labor worked at fixed hourly rates by labor category in performing the contract. The Contract Amount is established at a not-to-exceed amount.
- (f) “*Non-Exclusive Contract*” means a Contract under which the City agrees to obtain some, but not necessarily all, of the City’s requirements for a particular service.
- (g) “*Services*” means the information technology consulting services set forth in a Task Order issued by the City to the Company.
- (h) “*Task Order*” means a document substantially in the form of Attachment 2 to this Agreement, which is used to award a project for delivery of Services and/or Deliverables.

SECTION C – Scope of Work**C-1 Scope of Work**

The work may consist of any Services requested by the Project Manager, as set forth in a Task Order awarded as described in Section C-2, below. The Company is under no obligation to perform any Services other than pursuant to an awarded Task Order.

The City will assign and manage the City’s project team, and the Company will determine the method, details, and means of performing the Services. The City will provide the Company with such facilities, equipment, and support as are reasonably necessary for the Company to provide the Services, including remote access to City equipment. City responsibilities must be detailed in each Task Order.

C-2 Task Order Process [CAO-10/13/2020]

- (a) The City will request a proposal for a specific Task Order and will provide the following information pertinent to the project. Information may be jointly determined based on informal discussions with the Company:
- (i) proposal submission instructions;
 - (ii) project background;
 - (iii) description of Services;
 - (iv) description of each Deliverable;
 - (v) start and completion date of the Services and/or each Deliverable; and
 - (vi) other special terms and conditions.
- (b) The Company will respond to the request with a proposed Task Order in the format of and including the information described in the template attached to this Agreement as Attachment 2. The proposal will be subject to review and negotiation. The City is not required to accept any proposal. The proposed Task Order shall contain the following information, at minimum:
- (i) description of Services and each Deliverable that is the subject of the Task Order;
 - (ii) start date and completion date for the Services and/or each Deliverable;
 - (iii) compensation to be paid for the Services and/or each Deliverable, which shall be based on the hours of work performed by the resource level and hourly fee set forth in Attachment 1;
 - (iv) payment Schedule, including, if applicable, payments to be made by milestone or on completion and acceptance of a Deliverable; and
 - (v) other special terms and conditions.
- (c) After both parties have executed a Task Order, the City will issue a purchase order. The Company may not commence any billable work under a Task Order until it has received a purchase order.
- (d) Unless otherwise specified in a Task Order, the Company may not invoice the City until completion of the applicable Task Order and the City has tested and accepted in writing each Service or Deliverable. Such acceptance will be evidenced by the City's execution of the Acceptance Form. The City agrees to complete its testing and acceptance within any timeframe set forth in each Task Order. If the City does not accept any Service or Deliverable, it will indicate its rejection in writing to the Company, including specific defects or deficiencies in the Service or Deliverable. Upon receipt of a written description of any defects or deficiencies noted, Company shall promptly remedy such defects or deficiencies, upon which the acceptance procedure shall be re-instituted. In the absence of any claimed defect or deficiency within any acceptance period, City shall be deemed to have not accepted the Service. In the event that the Company fails for a second time to perform the Services in accordance with the terms and conditions of the Contract and Task Order, the City shall have the additional option to either terminate the Contract, or any Task Order issued hereunder, pursuant to Section E-5 below and/or procure the Services from another vendor. If the Services are procured from another vendor, the Company shall pay the City any difference between the Task Order price(s) and the price(s) paid to the other vendor plus any and all administrative costs associated with the re-procurement.

SECTION D – Special Conditions**D-1 Pricing and Payment [CAO-10/13/2020]**

- (a) The City may issue Task Orders under this Agreement. The Company is not entitled to any claim for compensation until a purchase order has been issued by the City and the Services or Deliverables that are the subject of the Task Order are accepted by the City. The compensation set forth in each Task Order includes the costs and expenses associated with providing and performing the Services for the City including, without limitation, expenses for inspection, meeting warranty requirements and complying with all the terms and conditions of this Contract or any Task Order issued hereunder.

- (b) The Company will invoice and the City will pay the Company the compensation set forth in each Task Order, which compensation will be based on resource level per hour as set forth in Attachment 1 to this Agreement. Payment is on a labor hour basis, and shall be only for the actual time worked, not to exceed the total listed on each Task Order. Hourly billing rates shall be billed in minimum increments of $\frac{1}{4}$ of an hour (15 minutes).
- (c) Reimbursable Travel Expenses. If travel is authorized under a Task Order, reasonable travel expenses will be paid when Services are performed in Las Vegas. A not-to-exceed amount for travel reimbursements must be established in each Task Order. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of \$166.00 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies/pay-per-view in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.

D-2 Fee Revisions [CAO-08/28/19]

For each Task Order issued under this Contract, hourly labor rates shall remain firm.

D-3 Invoices [CAO-10/13/2020]

- (a) Unless otherwise stated in the applicable Task Order, the Company will timely invoice the City within thirty (30) days after completion of all Services or Deliverables authorized pursuant to that Task Order, and acceptance by the City of the Services or Deliverables. Each invoice shall contain the following information:
- (i) the date of the invoice and invoice number;
 - (ii) the purchase order number;
 - (iii) the Task Order number;
 - (iv) the Acceptance Form number; and
 - (v) the Task Order line item(s) against which charges are made.
- (b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number and Acceptance Form number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101-2986

- (c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:
- (i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
 - (ii) signed Acceptance Form.

- (d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract or any Task Order issued hereunder, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the Services under this Contract or any Task Order issued hereunder. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

- (a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*
- (b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-3/31/2022]

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
- (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the Company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Company's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Company's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.
 - (iii) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of \$1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.
 - (iv) The Company shall also maintain coverage for cyber liability, network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Company's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public Data – including but not limited to, confidential or medical or private/personal identifiable information, transmission of a computer virus, or denial of service. Coverage shall be

sufficiently broad to respond to the duties and obligations as is undertaken by Company in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Such coverage shall be in a minimum amount of \$2,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract.

- (b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or its designated certificate tracking service if so requested.
- (c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number, the Contract description, and for internal City routing purposes only the name of the appropriate City division/department. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".
- (d) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$25,000 without the prior written approval of the City.
- (f) Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.
- (g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (h) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain, and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (i) The Company is encouraged to purchase any additional insurance it deems necessary.
- (j) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed, or supervised by the Company.

D-6 Warranty – Services [CAO-03/31/2022]

Company warrants that the Services shall be performed in full conformity with this Contract and all related Task Orders, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice; and the Deliverables produced thereunder will meet the specifications and functionalities set forth in the Task Order. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the Services in accordance with this Contract and all related Task Orders, the Company shall, at no cost to the City, re-perform or perform the Services so that the Services conform to the warranty.

The Company warrants that the Services and Deliverables will be free of harmful code such as viruses, Trojan horses, worms, time bombs, disabling code, malware, or other harmful computer code, file or program (including without limitation password guessing programs, decoders, password gatherers, keystroke loggers, cracking tools, and/or encryption circumvention programs).

D-7 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)

President's Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veterans Day

Thanksgiving Day and Friday After

Christmas Day

New Year's Day

D-8 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions**E-1 Legal Notice** [CAO-4/2020]

- (a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:

Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:

As Noted in Section A-1 (d) of the Contract:

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.
- (d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

- (a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019] R

The City shall have the right at any time to terminate further performance of this Contract or any Task Order issued hereunder, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for Services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and Services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-04/2020] [R]

- (a) If, during the term of this Contract or any Task Order hereunder, the Company (i) fails to deliver Services that comply with the specifications, (ii) fails to deliver the Services within the time specified in the Task Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract or any Task Order, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract or any Task Order, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

- (c) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than fifteen (15) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-10/13/2020]

- (a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract, or any Task Order issued hereunder, in whole or in part.
- (b) If this Contract or any Task Order issued hereunder is terminated in whole or in part because the Company has failed to provide Services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement Services that are comparable to the Services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract or any Task Order only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract or the respective Task Order.
- (c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract or Task Order pursuant to the terms of Section E-4, "Termination for Convenience".
- (d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these Services, or fails to comply with statutes involving health or safety.
- (e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the Services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
- (i) Description of Services to be performed or goods to be provided.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).

- (iii) Place of performance of the Services.
- (iv) Time or place of delivery of goods.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.
- (c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.
- (d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-10/13/2020]

- (a) This Contract (and any Task Order issued hereunder) represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.
- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08] [R]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment, Exhibit, or Task Order issued hereunder, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-10/13/2020]

- (a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract or any Task Order issued hereunder; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract or any Task Order issued hereunder, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract or any Task Order issued hereunder, and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the Contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- (b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.
- (c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the Services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its Services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-10/13/2020]

- (a) All Deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate

with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

- (b) Company acknowledges and agrees that the Services and associated Deliverables are a "Work Made for Hire," as that term is used under Title 17 of the United States Code (the Copyright Act) for works of intellectual property, and that City shall solely and exclusively be entitled to own and secure any and all rights, including but not limited to the copyrights, patents, trademarks, trade secrets and trade dress, as applicable, in the Services and associated Deliverables. Should a determination ever be made that the Services and/or associated Deliverables is not in fact a "Work Made For Hire," then Company hereby assigns to City any and all ownership and intellectual property rights in and to the Services, the associated Deliverables, and the underlying materials and documentation thereto. Company agrees to execute any documents necessary to effectuate this assignment. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- (b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

- (a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants 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 expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.
- (b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-10/13/2020]

The Services performed under this Contract or any Task Order issued hereunder shall conform in all respects with the requirements set forth in this Contract and related Task Order. The Company shall furnish the City with sufficient data and

information needed to determine if the Services performed conform to all the requirements of this Contract and related Task Order.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

- (a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.
- (c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 4 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company

allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO-4/2020]

(Applicable to contracts with an estimated annual amount over \$100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

“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.

“Company” means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-08/11/2022]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

The parties agree that this Contract may be signed electronically via the City’s designated electronic signature platform, and that the electronic signatures appearing herein shall be considered the same as handwritten signatures for the purposes of validity, admissibility, and enforceability.

E-33 Miscellaneous [CAO–4/2020]

- (a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney’s fees and costs in connection with such proceeding.
- (b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

T-WORX, INC.

Signature Date

Printed Name

Title

DocuSigned by:
Tracy Wittenkeller 3/31/2023 | 6:29 AM PDT
Signature Date

Tracy wittenkeller
Printed Name

President & Founder
Title

ATTEST:

LuAnn D. Holmes, MMC
City Clerk Date

APPROVED AS TO FORM:

DocuSigned by:
Timothy J. Geswein 3/29/2023 | 4:57 PM PDT
Deputy City Attorney Date

Timothy J. Geswein
Printed Name

[illegible]

ATTACHMENT 2 – TASK ORDER TEMPLATE

This Task Order is subject to all terms and conditions of Master Service Contract No. 230176-JL between T-WORX INC. (“Company”) and the City of Las Vegas (“City”).

Effective date of Task Order: _____ Task Order #: _____

Prepared by [Company Name]: T-WORX, INC.

Project Name: _____

Project Objective: _____

Section A – Services/Deliverables and Related Effort
<div>[Insert table:</div> <div>Services/Deliverables Resources Hours Hourly Rate Target Date]</div>
Section B – Specifications and Functionalities
List
Section C – Task Order Exclusions
List
Section D – Company Responsibilities
List

Section E – City Responsibilities
List
Section F – Summary of Compensation
List: Total Cost of Section A NTE Reimbursable Travel Expenses Total Task Order Amount
Section G – Payment Schedule
Describe payment terms

CITY OF LAS VEGAS

T-WORX, INC.

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

CITY PROJECT MANAGER

Printed Name

ATTACHMENT 3 – ACCEPTANCE FORM TEMPLATE

This Acceptance Form is the document of record to be used for the acceptance of the performance of the Task Order, or for individual Deliverables subject to the Task Order.

Company Name: T-WORX, INC.

Task Order Number: PO Number:

Amount: \$ Invoice Number:

Performance Period – Start: End:

Description of Deliverable (if Deliverable is to be accepted herein):

- ☐ DELIVERABLE described above which is subject to the above identified Task Order has been accepted by City of Las Vegas and APPROVED for payment.
- ☐ TASK ORDER including each Deliverable subject to the Task Order have been accepted by City of Las Vegas and APPROVED for payment.
- ☐ TASK ORDER AND/OR DELIVERABLE – Not Approved
Reason:

CITY PROJECT MANAGER

T-WORX, INC.

Name, Title

Date

Name, Title

Date

ATTACHMENT 4 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS**1. Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

An updated and notarized Certificate shall be incorporated into the resulting contract, if any, between the City and the Contracting entity. Upon execution of such contract, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract, and/or a withholding of payments due the Contracting Entity.

Block 1: Contracting Entity	
Name:	
Address:	City / ST / Zip:
Telephone:	EIN or DUNS :
Block 2: Description / Subject Matter of Agreement	
Services for: IT Master Services Contract	Project Number: 230176-JL
Block 3: <u>Type of Business</u> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5: Disclosure of Ownership and Principals – Alternate
<p>If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.</p> <p>Name of Attached Document: _____</p> <p>Date of Attached Document: _____ Number of Pages: _____</p>

Contracting Party Certification (Notarized signature required in event of contract award per section 4, "Incorporation")
<p>I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.</p> <p style="text-align: right;">_____ Signature</p> <p style="text-align: right;">_____ Date</p> <p>Subscribed and sworn to before me this _____ day of _____, 20____</p> <p style="text-align: center;">_____ Notary Signature</p>