

PURCHASE AND SERVICES AGREEMENT

This Purchase and Services Agreement (“Agreement”) is made and entered into as of _____ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and Genesis Resource Inc., an Arizona corporation (“Provider”).

RECITALS

WHEREAS, The City desires to purchase electronic key storage units, and other associated equipment from Provider, as more particularly described on Provider’s quote #23834 dated December 17, 2020 and Provider’s quote #23844 dated December 17, 2020 (“Products”). A copy of Provider’s quote #23834 dated December 17, 2020 (“Quote”) is attached hereto as Exhibit A, and Provider’s quote #23844 dated December 17, 2020 (“Quote”) is attached hereto as Exhibit B.

WHEREAS, The City desires to have Provider install the Products at the City’s North Las Vegas Community Correctional Center and North Las Vegas Police Department facilities (“Installation Services”) as more particularly described in Exhibit A and Exhibit B.

WHEREAS, Provider represents that it is an authorized reseller and installer of the Products and Provider agrees to sell, deliver, and provide the Installation and Services upon the terms and conditions described in this Agreement, Exhibit A, and Exhibit B; and,

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City at the prices and quantities set forth in the Quotes and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quotes or as otherwise specified by the City.

1.3. If the Provider is shipping any of the Products to City prior to performing the Installation and Services, the Provider shall ship the Products to a shipping address specified by the City ("Delivery Location") F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Installation Services in accordance with Exhibit A, Exhibit B, and the terms and conditions of this Agreement. Any modification to the Installation Services must be specified in a written amendment to this Agreement that sets forth the nature

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until installation of the Products is completed ("Term"). The City shall pay the Provider for delivering and installing the Products up to an amount not to exceed Sixty-Two Thousand, Three Hundred Fifty-Nine Dollars and 45/100 (\$62,359.45).

2.2. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice to:

City of North Las Vegas Finance Department
ATTN: Accounts Payable, Suite 700
2250 Las Vegas Blvd., N.
North Las Vegas, NV 89030

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing Arizona corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Installation Services performed shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Installation and Services are performed.

3.2. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal, or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1 Workers' Compensation Insurance as required by applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against City, Provider, or Provider's subcontractors, principals or agents.

4.1.2. Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.1.4. The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.1.4.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.1.4.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.1.4.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.1.4.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.1.4.5. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.1.4.6. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.1.4.7. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.1.4.7.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.1.4.7.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.1.4.7.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.1.4.8 Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.1.4.9. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Installation and Maintenance Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Installation and Maintenance Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A, and Exhibit B. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1 Provider shall treat all information relating to the Installation Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

7.2. Provider hereby certifies that it has conducted, procured, or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee,

agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents, or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

7.3 The Provider, its employees, agents, or subcontractors shall have no access whatsoever to the facilities nor files (digital or otherwise) of the City's Police Department without the physical presence of an escort preapproved in writing by management of the Police Department.

SECTION EIGHT TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:

City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., N., 710
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider:

Genesis Resource Inc.
Attention: Shane Poole
701 E. Barbarita Ave.
Gilbert, AZ 85234
Phone: 480-497-5585
Email: shane@genesisresource.com

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

SECTION TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Contractor will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in the Bid conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Bid or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a “Public Record” open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney’s fees related to such public records request. This section 8.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16 Suspension and Debarment. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds. This certification is a material representation of fact relied upon by the City. If it is later determined that the Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Provider agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this contract.

11.17 Remedies. Contracts for more than the Federal simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Federal funds are expended by the City, the City reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

11.18 Termination for Cause and for Convenience. When Federal funds are expended by the City, City reserves the right to immediately terminate any contract in excess of the Federal Micro-purchase threshold resulting from the procurement process in the event of a breach or default of the agreement by Provider, in the event Provider fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; 2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The City also reserves the right to terminate the contract immediately, with written notice to the Provider, for convenience, if City believes, in its sole discretion that it is in the best interest of the City to do so. Provider will be compensated for work performed and accepted and goods accepted by the City as of the termination date if the contract is terminated for convenience of City. Any award under the procurement process is not exclusive and the City reserves the right to purchase goods and services from other vendors when it is in the best interest of the City.

11.19 Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

Therefore, if applicable, during the performance of this contract, the Provider/Contractor agrees as follows:

(1) The Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for

employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Provider's legal duty to furnish information.

(4) The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Provider's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Provider will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be

binding upon each subcontractor or contractor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency, the Provider may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

11.20 Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to

Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must 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 he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

11.21 Rights to Inventions made under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11.22 Compliance with the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

11.23 Clean Air Act and the Federal Water Pollution Control Act. Contracts and sub-grants of amounts in excess of the Federal simplified acquisition threshold must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11.24 Byrd Anti-Lobbying Amendment. Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Pursuant to this Federal rule, when Federal funds are expended by the City, Provider certifies that during the term and after the awarded term of an award for all contracts by the City resulting from the procurement process, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails

to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11.25 Procurement of Recovered Materials. When Federal funds are expended by the City, the City and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds the Federal Micro-purchase threshold or the value of the quantity acquired during the preceding fiscal year exceeded the Federal Micro-purchase threshold; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to this Federal rule, when Federal funds are expended by the City, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Provider certifies, by signing this contract, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

11.25 Required Affirmative Steps For Small, Minority, And Women-Owned Firms For Contracts Paid For With Federal Funds. When Federal funds are expended by the City, Provider is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

11.26 No Obligation By Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Provider, or any other party pertaining to any matter resulting from this contract.


[SIGNATURE PAGE IS ON NEXT PAGE.]

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,
a Nevada municipal corporation

Genesis Resource Inc.,
a Arizona corporation

By: _____
John J. Lee, Mayor

By: 
Name: Shane Boale
Title: Regional Sales Manager

Attest:

By: _____
Catherine A. Raynor, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Quote # 23834

Please see attached page(s)

QUOTATION:**QUOTE ID:** 23834 **QUOTE DATE:** 12/17/2020**VENDOR:** GENESIS RESOURCE, INC.

701 E. Barbarita Ave.

Gilbert, AZ 85234-4666

(480) 497-2500 /in AZ

(800) 248-6420 /Toll Free * (480) 497-5585 /fax

ATTN TO: Michael Bunch*North Las Vegas Community Correctional Ce*

Marshall Division

2332 N Las Vegas Blvd, Suite 200

North Las Vegas, NV, 89030

QUOTE DESCRIPTION: 2 KWT, 96 locations and 16 locations with finger print access

Item	QTY	Description	Your Price	Extended Chrg
KW-8072	1	KW Touch 6 Module Main Cabinet : EMPTY cabinet capable of holding up to 6 modules (max of 96 key set locations) - includes SmartKeys, to scale mounting template, Key-Pro PC Software CD, PDF manuals	5,792.00	5,792.00
KW-8070	1	KW Touch 2 Module Main Cabinet: EMPTY cabinet capable of holding up to 2 modules (max of 32 key set locations) - includes SmartKeys, to scale mounting template, Key-Pro PC Software CD, PDF manuals.	5,511.00	5,511.00
KW-8039	7	16 Key Location Module. (2861-000)	1,379.00	9,653.00
KW-8489	1	Blank Module (2668-000)	35.00	35.00
KD-8588	2	KeyWatcher Touch Optical Finger Print Reader (This is a third party product and has a 1 year manufactures warranty)	1,200.00	2,400.00
KW-Medeco	2	Uniquely keyed Medeco locks: Includes both the Door and inside Panel locks. This item is sold under RMA, once new locks are replaced, at customer's expense; the original locks are to be sent back to Genesis. If not returned within 14 days of receipt customer will be charged the full replacement cost..	90.00	180.00
KR-Ring	112	Tamper-Proof Key-Ring with one colored hub. Sizes available are: 1 1/2 x 1 1/2, 1 1/2 x 2 or 2 x 2 1/2	5.05	565.60
KH-Hubs	25	Hubs for the Tamper-Proof Key-Rings. Specify colors: Red, Yellow, Blue, Green, Black, Brown, White and Gray	2.22	55.50
BT-1_25	125	Round Polished Brass : Numbered Key Tags	1.83	228.75
KW-SKV-AC-1364	1	Smartkey Vise - A 6-in-1 tool to use for maintaining KeyWatcher SmartKey rings and tamper proof key rings. KeyWatcher Accessories Case - handy carrying case to store the SmartKey Vise, tamper-proof key rings, Hubs, SmartKeys, and SmartKey U-Rings.	380.00	380.00
KWT-Inst-Kit	2	KeyWatcher Touch Installation Kit - 1 GB Flash Drive - 5' Ethernet Patch Cable - Cat6 In-Line Coupler - Power Strip - Lanyard/Ground wire Warranty of these products is covered by the manufacturer of each product, not Genesis or Morse.)	60.00	120.00
DiscE	1	Discount, based on agreement	-2,100.00	-2,100.00

QUOTE ID: 23834 **QUOTE DATE:** 12/17/2020

Page 1 of 2

Item	QTY	Description	Your Price	Extended Chrg
KW-Setup	1	PROVIDED BY GENESIS: Off-site project coordination, with assistance in data organization, on-site technical assistance with bringing the system online, as well as full training for both hardware and software. The cabinet mounting and required wiring must be completed prior to arrival. If not completed upon to our arrival, the customer will be charged separately for any additional travel cost. Hotel room (if needed) and meals are to be provided by customer or will be billed separately.	3,200.00	3,200.00

****** Complimentary Services ******

* Unlimited client and server software updates

* Unlimited firmware updates

* Unlimited seat licensing for software installation

* Unlimited phone support during normal business hours

* Unlimited remote desktop support

* 2 year parts warranty

* 2 year emergency after hours phone support

* No call center – Same two technicians who do install will be handling support calls

Sub Total: \$26,020.85

.0000 Sales Tax \$0.00

Freight \$700.00

Total Price \$26,720.85

EIN 86-0790948

Product pricing good for 30 days.

Your PO will not be invoiced until the equipment has been shipped.

Payment is due within 30 days of invoice date, not the date of installation.

There is a 20% restocking fee on returned orders.

PAYMENT TERMS:

- Your PO will not be invoiced until the equipment has been shipped.

- Terms: NET 30 days, 2% late. Payment is due within 30 days of invoice date, not the date of installation.

OPTIONAL PROGRESSIVE BILLING:

Partial payments consisting of the following can be requested:

1) All Hardware delivered

2) Completion of labor requirement for our onsite go live

RETURNS:

- There is a 20% restocking fee on returned orders.

SHIPPING:

- Any applicable warranties start from the date the product ships.

- You will have 7 days from the ship date to report any damages.

- KeyWatcher systems will typically ship 4-6 weeks from receipt of PO.

MISC:

- Product pricing good for 30 days.

- We are not licensed, bonded or insured contractors and therefore, cannot mount the cabinets to any walls. Nor can we run power or data cabling to or from the cabinet(s). This must be done prior to our arrival.

Exhibit B

Quote # 23844

Please see attached page(s)

QUOTATION:**QUOTE ID:** 23844 **QUOTE DATE:** 12/17/2020**VENDOR:** GENESIS RESOURCE, INC.

701 E. Barbarita Ave.

Gilbert, AZ 85234-4666

(480) 497-2500 /in AZ

(800) 248-6420 /Toll Free * (480) 497-5585 /fax

ATTN TO: Carla Stone**North Las Vegas Police Department**

2332 Las Vegas Blvd North,

Las Vegas, NV, 89030

QUOTE DESCRIPTION: 2 KeyWatcher Units, each with 96 locations with finger print access

Item	QTY	Description	Your Price	Extended Chrg
KW-8072	2	KW Touch 6 Module Main Cabinet : EMPTY cabinet capable of holding up to 6 modules (max of 96 key set locations) - includes SmartKeys, to scale mounting template, Key-Pro PC Software CD, PDF manuals	5,792.00	11,584.00
KW-8039	12	16 Key Location Module. (2861-000)	1,379.00	16,548.00
KD-8588	2	KeyWatcher Touch Optical Finger Print Reader (This is a third party product and has a 1 year manufactures warranty)	1,200.00	2,400.00
KW-Medeco	2	Uniquely keyed Medeco locks: Includes both the Door and inside Panel locks. This item is sold under RMA, once new locks are replaced, at customer's expense; the original locks are to be sent back to Genesis. If not returned within 14 days of receipt customer will be charged the full replacement cost..	90.00	180.00
KR-Ring	192	Tamper-Proof Key-Ring with one colored hub. Sizes available are: 1 1/2 x 1 1/2, 1 1/2 x 2 or 2 x 2 1/2	5.05	969.60
KH-Hubs	50	Hubs for the Tamper-Proof Key-Rings. Specify colors: Red, Yellow, Blue, Green, Black, Brown, White and Gray	2.22	111.00
BT-1_25	200	Round Polished Brass : Numbered Key Tags	1.83	366.00
KW-SKV-AC-1364	2	Smartkey Vise - A 6-in-1 tool to use for maintaining KeyWatcher SmartKey rings and tamper proof key rings. KeyWatcher Accessories Case - handy carrying case to store the SmartKey Vise, tamper-proof key rings, Hubs, SmartKeys, and SmartKey U-Rings.	380.00	760.00
KWT-Inst-Kit	2	KeyWatcher Touch Installation Kit - 1 GB Flash Drive - 5' Ethernet Patch Cable - Cat6 In-Line Coupler - Power Strip - Lanyard/Ground wire Warranty of these products is covered by the manufacturer of each product, not Genesis or Morse.)	60.00	120.00
DiscE	1	Discount, based on agreement	-1,500.00	-1,500.00
KW-Setup	1	PROVIDED BY GENESIS: Off-site project coordination, with assistance in data organization, on-site technical assistance with bringing the system online, as well as full training for both hardware and software. The cabinet mounting and required wiring must be completed prior to arrival. If not completed upon to our arrival, the customer will be charged separately for any additional travel cost.	3,200.00	3,200.00

Hotel room (if needed) and meals are to be provided by customer or will be billed separately.

QUOTE ID: 23844 **QUOTE DATE:** 12/17/2020

Page 1 of 2

Item	QTY	Description	Your Price	Extended Chrg
**** Complimentary Services ****			Sub Total:	\$34,738.60
* Unlimited client and server software updates	.0000		Sales Tax	\$0.00
* Unlimited firmware updates			Freight	\$900.00
* Unlimited seat licensing for software installation			Total Price	\$35,638.60
* Unlimited phone support during normal business hours				
* Unlimited remote desktop support				
* 2 year parts warranty				
* 2 year emergency after hours phone support				
* No call center – Same two technicians who do install will be handling support calls				

EIN 86-0790948

Product pricing good for 30 days.

Your PO will not be invoiced until the equipment has been shipped.
Payment is due within 30 days of invoice date, not the date of installation.

There is a 20% restocking fee on returned orders.

PAYMENT TERMS:

- Your PO will not be invoiced until the equipment has been shipped.
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Partial payments consisting of the following can be requested:

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- 2) Completion of labor requirement for our onsite go live

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- Any applicable warranties start from the date the product ships.
- You will have 7 days from the ship date to report any damages.
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MISC:

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- We are not licensed, bonded or insured contractors and therefore, cannot mount the cabinets to any walls. Nor can we run power or data cabling to or from the cabinet(s). This must be done prior to our arrival.