

PURCHASE ORDER GENERAL TERMS & CONDITIONS

1. **COMPLETE AGREEMENT:** This Purchase Order which includes any supplementary sheets, schedules, bid documents, exhibits, riders, and attachments annexed hereto or any document or writing incorporated by reference by Buyer contains the complete and entire agreement between the parties and supersedes any other communications, representations or agreements, whether verbal or written with respect to the subject matter hereof and becomes a binding contract when the attached acknowledgement copy is signed by Seller and received by Buyer, (within 10 days). If any provision contained in a quote, proposal or other document from Seller is inconsistent with any other provisions herein, the provisions contained in this P.O. agreement shall control. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this agreement not expressly set forth in this agreement are of no force or effect.
2. **RISK OF LOSS AND TITLE:** Risk of loss of the goods shall pass to the Buyer at the time the goods are actually accepted by Buyer. Title to the goods shall remain with the Seller until the Buyer receives and accepts the goods.
3. **NON-ASSIGNMENT:** Seller shall not assign the order or any interest therein or any payment due or to become due thereunder without the prior written consent of the Buyer. Such assignment shall be void.
4. **PRICES:** The price(s) shall not be higher than that appearing on the face of this agreement, or if no price appears thereon, then no higher than that last quoted by the Seller to Buyer for the same or substantially similar articles in similar quantities.
5. **PACKING, SHIPMENT AND TRANSPORTATION:** No charge will be allowed for boxing, packing, crating or storage unless stated herein. Materials shall be suitably packed to secure the lowest transportation cost and to conform with the requirements of common carriers. Transportation charges on materials sold "delivered destination" must be prepaid.
6. **DELIVERY:** Time is of the essence in this order and delivery shall be made both in full quantities and at time specified, strictly in accordance with Buyer's delivery schedule and/or successful bid proposal. If Seller's deliveries fail to meet such schedule, Buyer, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the regular routing costs shall be paid by Seller. Seller shall be solely responsible for materials fabricated beyond Buyer's release. Unless otherwise specified herein, no deliveries shall be made in advance of Buyer's delivery schedule. Goods delivered in excess of the quantity specified may be returned at no cost to the Buyer. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without the fault or negligence provided, however when Seller has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Buyer.

7. **TERMINATION FOR DEFAULT:** If Seller breaches any of the terms of this Purchase Order, or of any bid specifications resulting in this Purchase Order, including warranties of Seller or if Seller becomes insolvent or files a petition for bankruptcy or reorganization of debts, Buyer shall have the right to terminate this Purchase Order without liability, by written notice to Seller. Buyer may obtain elsewhere the supplies or services affected by the termination of this Purchase Order, and charge the Seller with any cost increase caused thereby. Buyer's rights under this clause are in addition to and not in lieu of any other remedies available under this Purchase Order or provided by law.
8. **TERMINATION FOR CONVENIENCE:** Buyer reserves the right to terminate this order in whole or from time to time in part even though Seller is not in default hereunder, upon receipt of written notice of such termination. Seller shall, unless such notice otherwise directs, immediately discontinue all work on the order.
9. **REMEDIES:** The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this order shall constitute a waiver of any other right, remedy or provision.
10. **CHANGES:** Buyer shall have the right by written order to make changes as to destination, specifications, designs and delivery schedules (postponements only).
11. **INSPECTION AND REVIEW:** All purchases will be subject to Buyer's final inspection. Buyer at his option may reject any non-conforming equipment or material and return it to Seller at Seller's risk and expense at the full invoice price plus all transportation and other related costs.
12. **WORK ON BUYER'S PREMISES:** If Seller's work under the order involves operations by Seller on the premises of Buyer, Seller shall take all required precautions to prevent the occurrence of any injury to person or property during the progress of such work, and shall indemnify Buyer against all loss which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation Insurance as will protect Buyer from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts and shall provide Buyer with insurance certificates. Seller warrants that all work shall be in conformance with applicable governmental codes and union conditions and shall hold Buyer harmless against any and all claims or jurisdictional disputes.
13. **WARRANTY-PRODUCTS:** (a) The Seller expressly warrants that the articles shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order. In addition to all warranties which may be prescribed by law, the articles shall conform to specifications, drawings, and other description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties including warranties prescribed by law, shall run to Buyer, its

successors, assigns, and customers, and to users of the articles. Seller acknowledges that all upholstered furniture at minimum meets California Technical Bulletins 116 and 117.

(b) In addition to the warranties and conditions listed above, all orders by Buyer for electrical equipment are subject to the following conditions to which Seller hereby warrants and agrees:

- (1) Such equipment shall be UL-listed as suitable for use in Health Care Facilities.
- (2) Such equipment shall comply with the applicable requirements of the current National Fire Protection Association (“NFPA”) Standards and Guidelines relating to Health Care Facilities.
- (3) Such equipment shall be provided with three-prong, heavy duty power cords not to exceed eight feet in length and shall have a hospital grade plug.
- (4) Maximum leakage current shall not exceed the values established by NFPA. The actual leakage current test values for the pieces of equipment supplied shall be furnished at the time of delivery to the hospital.
- (5) The nameplate provided on the equipment shall indicate the appliance Class and if it is suitable for use with Anesthetic Gasses or Products.
- (6) In addition, suitable operator and service manuals shall accompany all units when delivered. Said manuals shall include:
 - (A) Illustrations which show locations of controls.
 - (B) Explanations of the function of each control.
 - (C) Illustrations of proper connection to the patient and other equipment.
 - (D) Step by step procedure for proper use of appliance.
 - (E) Safety precautions (or considerations) in application and in servicing.
 - (F) Effects of probable malfunctions on patient and employee safety.
 - (G) Difficulties that might be encountered, and care to be taken if the appliance is used on a patient at the same time as other electric devices.
 - (H) Circuit diagrams for the particular appliance shipped, if available.
 - (I) Functional description of the circuit.
 - (J) Power requirements, heat dissipation, weight, dimensions, output current, output voltage and other pertinent data.

- (7) Condensed operating instructions are to be clearly and permanently displayed on the equipment itself.
 - (8) Seller shall provide operator training and instruction by demonstration on the equipment supplied.
 - (9) Seller shall provide preventative maintenance and repair instruction to hospital personnel.
 - (10) Seller shall provide repair parts lists, ordering instructions, and information as to sources of supply for such repair parts.
 - (11) All equipment nameplates, warning signs, condensed operating instructions, labels, etc. are to be legible and remain so for the expected life of the equipment under the usual stringent hospital service and cleaning conditions. Labeling shall be clear and concise and free of misinterpretation.
14. PATENTS: By accepting this order Seller guarantees that the material hereby ordered and the sale, lease or use of it will not infringe on any United States or foreign patents and the Seller agrees to defend, protect and save harmless the Buyer, its successors, assigns, customers and users of its products, against all suits and from all damages for actual or alleged infringements of any patent by reason of the sale, lease or use of the material hereby ordered.
15. INDEMNITY AND INSURANCE: (a) Seller shall defend, indemnify and hold Buyer, its employees, and users of the purchased articles, harmless from any property damage, personal injuries, or death arising out of the purchase and/or use of the articles purchased hereunder and/or arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance, with contractual liability coverage, with minimum limits of \$1,000,000.00/\$3,000,000.00/\$5,000,000.00 or with such higher limits as Buyer shall reasonably request. Seller shall on or before delivery of the articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits.
- (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third-party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the articles purchased hereunder.
- (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses (including the cost of any articles lost by libel, condemnation or voluntary recall), actions, and proceedings brought by the United States of America or any state or local government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or against any such articles by reason of any claim or findings by and said public authority that any such articles are not as herein guaranteed.

16. OCCUPATIONAL SAFETY AND HEALTH WARRANTY: Seller warrants that the product sold or service rendered to the Buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651). In the event the product sold does not conform to the OSHA standards and/or regulations, the Buyer may return the product for correction or replacement at Seller's option and at Seller's expense. Services performed by the Seller which do not conform to the OSHA standards and/or regulations must be corrected by Seller at Seller's expense or may be corrected by Buyer at Seller's expense in the event Seller fails to make the appropriate correction within a reasonable time.
17. CONTROLLING LAW: This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Nevada.
18. BUDGET ACT AND FISCAL FUND OUT: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the agreement between the parties shall not exceed those monies appropriated and approved by Buyer for the then current fiscal year under the Local Government Budget Act. The agreement shall terminate and Buyer's obligations under it shall be extinguished at the end of any of Buyer's fiscal years in which Buyer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under the agreement. Buyer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the agreement. In the event this section is invoked, the agreement will expire on the 30th day of June of the then current fiscal year.
19. PAYMENT TERMS: Invoice payment terms will be the later of; date of delivery and acceptance of the goods/service ordered, or date of receipt of correct and proper invoices per the terms of the purchase order. Payment is deemed to have been made on the date Buyer mails the warrant.
20. PUBLIC LAW: In compliance with 42 USC 1935x (v)(1)(I), for a period of four years after the furnishing of the supplies, services, and/or equipment covered by this contract, Seller or any sub-contractor under this contract agree to make available to the Secretary of Health and Human Services, books, documents and records which relate to the cost of the items provided under this contract. This public law affects those sellers who anticipate our annual purchases to be \$10,000.00 or more.
21. NON-EXCLUDED HEALTHCARE PROVIDER: Seller represents and warrants to Buyer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. Seller represents and warrants to Buyer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Seller or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under

the agreement.

This Purchase Order may be funded in whole or in part by federal funds and therefore, is subject to the following federal requirements:

22. EQUAL OPPORTUNITY EMPLOYMENT: During the performance of this contract, Seller agrees as follows:

- (1) Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Seller 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. Seller 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) Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, 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) Seller 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 Seller's legal duty to furnish information.
- (4) Seller 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 Seller's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) Seller 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) Seller 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 Seller'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 Seller 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) Seller 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 vendor. Seller 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Seller may request the United States to enter into such litigation to protect the interests of the United States.

For federally assisted construction contracts:

Buyer 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:

Buyer 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.

Buyer 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, Buyer 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 Buyer 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.

23. **PROTECTED HEALTH INFORMATION:** Seller acknowledges that Buyer is a “covered entity” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and as such, must take certain actions to ensure the confidentiality of information of its patients. Accordingly, Seller agrees that it shall not access, and no Seller employee or agent shall attempt to gain access to, any protected health information (“PHI”), as that term is defined under HIPAA, through Seller’s provision of products or services to Buyer. In the event that Seller does gain access to PHI or its services are expanded to include access to PHI, Seller agrees to hold such information in strict confidence and agrees not to disclose any PHI for any purpose whatsoever other than expressly required by law or which may be permitted by an agreement between us. Seller further agrees to comply with all federal and state laws, rules and regulations regarding confidentiality of patient health information as they apply to Seller, including but not limited to, provisions of HIPAA and the final regulations promulgated thereunder.
24. **ACCESS TO RECORDS:** The following access to records requirements apply to this contract:
 - (1) Seller agrees to provide Buyer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (3) Seller agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - (4) In compliance with the Disaster Recovery Act of 2018, Buyer and Seller acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
25. **U.S. DEPARTMENT OF HOMELAND SECURITY (“DHS”) SEAL, LOGO AND FLAGS:** Seller shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

26. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: LOGO AND FLAGS:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. Seller will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
27. **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 Buyer, Seller, or any other party pertaining to any matter resulting from this contract.
28. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** Seller acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Seller's actions pertaining to this contract.
29. **COMPLIANCE WITH THE DAVIS-BACON ACT:**
- a. If this is a public works contract, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Seller shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Contractors are 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.
 - c. Additionally, contractors are required to pay wages not less than once a week.
30. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT:**
- a. Seller. The seller shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The seller or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
31. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Seller shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. Seller or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

32. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Clean Air Act:

- (1) Seller agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) Seller agrees to report each violation to Buyer and understands and agrees that the Buyer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Seller agrees to include these requirements in each subcontract exceeding \$150,000.00

financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) Seller agrees to report each violation to the Buyer and understands and agrees that the Buyer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) Seller agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

33. SUSPENSION AND DEBARMENT:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Seller is required to verify that none of Seller's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any subcontract of any tier.
- (3) This certification is a material representation of fact relied upon by Buyer. If it is later determined that Seller 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 Buyer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) Seller agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

34. BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. §1352 (AS AMENDED): If this offer /contract is for an amount in excess of \$100,000, Seller must comply with the Byrd Anti-Lobbying Amendment and shall file the required certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the applicable federal agency. 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.

35. PROCUREMENT OF RECOVERED MATERIALS:

- (1) The requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962, apply to this Contract and are fully incorporated into the Contract Documents by this reference. For individual purchases of \$10,000 or more, Seller will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Contract schedule, (B) in conformance with Contract performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

36. PUBLIC RECORDS:

Seller acknowledges that Buyer is a public, county-owned hospital subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, Buyer's documents and records are public documents available for copying and inspection by the public upon request. If Buyer receives a request for the disclosure of any information related to this Agreement that Seller claims is confidential and proprietary, Buyer will immediately notify Seller and Seller shall immediately notify Buyer if it intends to seek injunctive relief in a Nevada court for protective order. If Seller demands Buyer not release any requested records, then Seller shall indemnify and defend and hold harmless Buyer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Seller's document(s) in Buyer's custody and control that Seller claims is its confidential and proprietary information.