



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** July 25, 2024

**RE:** *Approval for purchase of Autoclave – AMSCO 250LS Small Steam Sterilizer from STERIS Corporation*

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**PETITION #01-25**

**That the Southern Nevada District Board of Health approve the Equipment Sale Agreement for the purchase of an Autoclave - AMSCO 250LS Small Steam Sterilizer, which will perform autoclave sterilization in the BSL3 department.**

**PETITIONERS:**

*Fermin Leguen, MD, MPH, District Health Officer* *PL*  
*Dr. Cassius Lockett, Deputy District Health Officer - Operations* *CL*  
*Horng-Yuan Kan, PhD, HCLD (ABB), Laboratory Director*  
*William Bendik, MPH, MLS (ASCP), Laboratory Manager*

**DISCUSSION:**

This purchase of the AMSCO 250LS Small Steam Sterilizer – Autoclave will provide STERIS Corporation’s most advanced line of steam-jacketed small sterilizers. This stand-alone autoclave is necessary for the Southern Nevada Public Health Laboratory (SNPHL) to maintain the necessary sterilization in the BSL-3 department.

**FUNDING:**

The funding for the purchase of \$127,273.27 is made available through the Southern Nevada Health District Admin Public Health Laboratory General Funds.



# QUOTATION

STERIS Corporation  
5960 Heisley Road  
Mentor, OH 44060-1834 o USA  
800-444-9009  
GLN: 0724995000004

[sterislifesciences.com](http://sterislifesciences.com)

Date: 12-Jul-2024  
Quote No: ETORRES1531822  
Revision No: 5

Submitted By: Eriberto Torres, Account Manager

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SOUTHERN NEVADA HEALTH DISTRICT  
Acct No:50938

Ship to:  
700 MARTIN L KING BLVD  
LAS VEGAS, NV 89106, US  
Acct No:50938

Bill to:  
280 S. Decatur Blvd  
Las Vegas, NV 89107

ATTN: William Bendik (Phone: .) (Email: [bendik@SNHD.ORG](mailto:bendik@SNHD.ORG))

STERIS is pleased to make the following proposal for your consideration:

Quotation valid for 60 days.

Installation has been added to this quote - PLEASE CAREFULLY READ THE SECTION ON CUSTOMER RESPONSIBILITIES AT THE END OF THIS DOCUMENT.

Important: Seismic installation price includes slab on grade method only. Any other method of seismic installation including but not limited to, "upper floor" or "through bolting" or "elevated slab" method is not included in the STERIS price or current scope of supply. Additional charges will apply if through bolting is required. These charges will be determined after specific site conditions are investigated. See original quote language: "Seismic Anchoring (Excludes x-raying the floor, through bolting, & associated hardware)"

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## Summary

SOUTHERN NEVADA HEALTH DISTRICT  
 Acct No:50938



AMSCO 250LS Decon Sterilizer	USD	110,216.08
Installation Services (prevailing wage labor not included)	USD	13,873.62
Deinstall/Disposal (prevailing wage labor not included)	USD	1,653.57
Shipping	USD	1,530.00
<b>TOTAL</b>	<b>USD</b>	<b>127,273.27</b>

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## Itemization

SOUTHERN NEVADA HEALTH DISTRICT  
 Acct No:50938

Item	Product Number	Description	Quantity	Extended Discount Price
1.0000	SSQ20231026618	<p><b>AMSCO® 250LS Small Steam Sterilizer, 20" x 20" x 38" (508 x 508 x 965 mm)</b></p> <p>STERIS Amsco 250LS Small Scientific Laboratory Steam Sterilizer is STERIS Corporation's most advanced line of steam-jacketed small sterilizers with a chamber size of 20 x 20 x 38" (508 x 508 x 965 mm). The manual operated vertical sliding door Amsco 250LS sterilizer is equipped with the latest features in both state-of-the-art technology and ease of use including an Allen-Bradley MicroLogix (TM) control system with enhanced functionality and A-B PanelView Plus (TM) 600 interface screen and modularized vessel and piping for increased dependability and reduced servicing time. Door seal is steam-activated, requires no lubrication and warranted for 2 years. Pressure vessel is warranted for 15 years.</p> <ul style="list-style-type: none"> <li>· AMSCO 250LS Scientific Laboratory Steam Sterilizer</li> <li>· Decontamination w/ Prevacuum</li> <li>· Manual Vertical Sliding Door(s)</li> <li>· Double Door with operator panel on both sides</li> <li>· Recessed One Wall, Double Door, Cabinet</li> <li>· Standard Piping: Brass and Copper Threaded</li> <li>· Electric Steam Generator - Carbon Steel</li> <li>· 120 V, 1Ph; 208V, 3 Ph (for vac pump &amp;/or steam generator)</li> <li>· Bio-seal on clean side, recessed 1 wall</li> <li>· Auto Flush Integral Generators</li> <li>· English Language</li> </ul>	1	
1.0100	<p>FV022005</p> <p>GTIN: 00724995150501</p>	<p><b>Loading Rack &amp; Two Shelves-20X20X38" Sterilizer For Double Door Unit Only</b></p> <p>Loading Rack &amp; Two Shelves-20x20x38" Sterilizer for Double Door unit only</p>	1	



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Item	Product Number	Description	Quantity	Extended Discount Price
1.0200	SE0111825	<p><b>Start-Up - Lab 250(LS) Electric Sterilizer</b></p> <p>STERIS Start-Up service provides a representative who will:</p> <ul style="list-style-type: none"> <li>· Execute the STERIS Installation/Start-up Checklist for the equipment</li> <li>· Verify that building utilities are to the design specification of the equipment</li> <li>· Verify that the installation was adequately performed and documented</li> <li>· Verify that the operational requirements are met</li> </ul> <p>Modifications to the structure and/or content of our standard documentation are available for an additional charge. STERIS requires that a minimum of three (3) week's notice be given to the responsible District Service Manager to allow for scheduling of personnel.</p> <p>STERIS requires that all of the necessary utilities be available and operational without interruption for the duration of the start-up.</p>	1	
		<b>AMSCO 250LS Decon Sterilizer</b>		<b>110,216.08</b>

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Item	Product Number	Description	Quantity	Extended Discount Price
2.0000	SE011182	<p><b>Installation - 20 Inch Lab 250(LS) Electric Sterilizer</b></p> <p>STERIS Installation Service Package includes all necessary labor (non-union) and materials required to do the following:</p> <ul style="list-style-type: none"> <li>- Uncrate the equipment at the site and inspect for shipping damage</li> <li>- Assemble or re-erect the equipment</li> <li>- Assemble equipment piping packages and accessories where provided</li> <li>- Install standard final panels where provided</li> <li>- Move the equipment to specified facility location. Customer to provide clear, unimpeded ingress to installation site. No special rigging or rigging equipment is included in this scope unless previously addressed and priced</li> <li>- Put the equipment into its place and level it (see Seismic restrictions)</li> <li>- Make all air, steam, water &amp; drain utility connections from building termination to the equipment (maximum of 6ft/1.8m) using flexible or hard-piping* according to local regulations. Proper disconnects, isolation valves, wall or ceiling penetrations to be provided by others. *Flexible or hard-piping must be specified in advance through contact with the STERIS District Service Manager.</li> <li>- Make electrical connections to the equipment, a service which includes one of the following which must also be specified in advance through contact with the STERIS District Service Manager: Either: supply and fit electrical cable from the junction box within 6ft/1.8m of unit to the STERIS equipment electrical connection point according to local regulations. Wall or ceiling penetrations and Junction / isolation / disconnect box to be supplied by others, Or: The final termination / connection of the cable (supplied by others) to the STERIS equipment electrical connection point according to local regulations.</li> </ul> <p>Customer is responsible for receiving the equipment and disposing of packing materials. Once the equipment has been received, please contact STERIS to schedule installation.</p> <p>Price is for normal working hours, Monday - Friday 8 am -5 pm unless otherwise noted. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work. This installation service includes Start Up service.</p>	1	

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2.0100	SE000008	<b>Install Cabinet Pkg on the unit</b> STERIS installation includes all necessary labor (non-union) and materials required to uncrate, set-in-place and assemble STERIS equipment. Price is for normal working hours, Monday - Friday 8 am -5 pm unless otherwise noted. STERIS also includes with its Installation Services an operational check-out test, any necessary adjustments and a demonstration of the equipment for appropriate facility personnel. Please refer to the STERIS terms and conditions of installation found later in this quotation for a more detailed description of the scope of work.	1	
2.0200	SE0000000041	<b>FOR INSTALLATION IN NEVADA FOR PERMITS AND INSPECTIONS</b>	2	
2.0300	SE016402	<b>Bioseal Installation (No Seismics)</b> STERIS provides a representative to install the equipment with a bioseal. If your installation requires welding, please specify that with your district service manager as there is an additional cost.	1	
<b>Installation Services (prevailing wage labor not included)</b>				<b>13,873.62</b>
3.0000	SE6018421	<b>Deinstallation - Small Sterilizers</b> STERIS will make all necessary utility disconnections (not applicable for Canada), remove and transport equipment to a predetermined location within same customer facility for pickup or disposal. Customer is responsible for decontamination and release of the equipment as non-hazardous. Equipment disposition from the staging point will be dependent upon Customer selection of disposal option. If removed equipment is to become STERIS property, it will be held on-site at the designated location for pickup by STERIS representative within a reasonable time, not to exceed five (5) working days.	1	
3.0100	SE6045100071	<b>Disposal of Sterilizers and Generators</b> STERIS personnel will determine the most efficient method of disposal including but not inclusive of pick up by STERIS carrier or removal by local scrapping entity. If deinstallation is not performed by STERIS personnel, Customer will decontaminate and move equipment to loading dock for pick up. Please note, disposal of Customer equipment implies Customer relinquishes ownership rights of disposed equipment.	1	
<b>Deinstall/Disposal (prevailing wage labor not included)</b>				<b>1,653.57</b>



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Item	Product Number	Description	Quantity	Extended Discount Price
4.0000	SHIPPING & HAND LS	SHIPPING AND HANDLING LS EQUIPMENT Freight quoted by STERIS is estimated and subject to price adjustments prior to shipment.	1	
		<b>Shipping</b>		<b>1,530.00</b>
<b>Currency: USD</b>		<b>Quote Total Excluding Taxes</b>		<b>127,273.27</b>





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## Terms

SOUTHERN NEVADA HEALTH DISTRICT  
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### Quote Expiration

Under present circumstances, this quotation may be considered firm for sixty (60) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

### Cancellation Charges

If an order is canceled, the following penalties will be incurred:  
- 20% of PO if canceled prior to receipt of submittal package  
- 40% of PO if canceled after receipt of certified drawings/approved submittal package  
- 90% of PO after fabrication has begun on the equipment

### Terms of Payment

NET 30

### Terms of Shipping

PPA (Prepay & Add)

### FOB

Origin

### Notice

The sale of Products or Services covered by this Quotation is subject to Customer's acceptance of STERIS Corporation's Terms and Conditions of Sale, which is attached hereto as Exhibit A and specifically incorporated by reference herein.

Customer may pay STERIS Corporation with federal funds. As such, STERIS Corporation agrees to comply as applicable with Exhibit B, Requirements for Non-Federal Entities Receiving Payment Made with Federal Funds

### For acceptance of STERIS terms, please sign below:

Fermin Leguen, MD, MPH

Name

By:

Signature

District Health Officer

Title

Date

For notices: [Contracts@snhd.org](mailto:Contracts@snhd.org)

E-mail

None-please use Contract Number C2400145

Purchase Order

As soon as possible

Want Date

700 Martin L. King Boulevard, Las Vegas, Nevada 89106

Ship To Address

280 S. Decatur Blvd, Las Vegas, Nevada 89107

Bill To Address

Email: [AP@snhd.org](mailto:AP@snhd.org)

## EXHIBIT A

### STERIS CORPORATION'S TERMS AND CONDITIONS OF SALES

**NOTICE TO BUYER:** STERIS Corporation ("STERIS" or "Seller") hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the U.S. Department of Labor issued under Section 14 thereof.

#### **I. Offer and Acceptance**

**A.** The Seller's quotation constitutes an offer for the sale of Products or Services (the "Offer"). Unless otherwise specified in the Offer, or some other document signed by Seller, the terms and conditions of sale set forth in this document ("Seller's Terms") apply to all Products and Services sold or provided to Customer by Seller.

**B.** Any purchase order or other form of acceptance issued by Customer shall result in a contract for the purchase of the Products or Services at the price quoted in the Offer. Customer shall be deemed to have accepted any of Seller's Terms to which Customer has not specifically objected. Customer's issuance of a purchase order which purports to reject some or all of Seller's Terms by virtue of standard form language shall not be sufficient objection. Customer shall be required to set forth each objection to Seller's Terms in a separate writing signed and dated by Customer and delivered to Seller prior to or contemporaneous with Customer's purchase order or other form of acceptance. Seller's failure to object to provisions in any purchase order, or other communication from Customer (including, without limitation, penalty clauses of any kind), shall not be a waiver of Seller's Terms, nor an acceptance by Seller of any such provisions. Any terms in Customer's purchase order or any other document of acceptance which are different from or additional to Seller's Terms are hereby rejected unless specifically accepted by Seller in a separate document signed by both Customer and Seller, regardless of whether such other terms would materially alter the terms hereof. No course of dealing, custom or usage, which is contrary to Seller's Terms shall apply.

**C.** Seller reserves the right to correct any typographical or clerical errors in prices, specifications, quotations, or acknowledgments.

#### **II. Products or Services Subject to Sale**

The Products (including equipment, supplies, and parts) or Services subject to this sale shall be limited to those described in the Offer. They do not include, and Customer assumes responsibility for (A) removal from tailgate of carrier, set-up, installation, and start-up; (B) safety equipment used with the Products or Services or by Customer's employees or any third parties in handling or working with the products; (C) signs, plaques, and training related to the proper installation, handling, use, storage, and disposal of the Products, and (D) all utility hook-ups, building code approvals, and other regulatory requirements, as applicable.

#### **III. Financial Condition**

At Seller's request, Customer will furnish sufficient information to enable Seller to assess Customer's creditworthiness.

#### **IV. Prices**

**A.** Prices are subject to change without prior notification.

**B.** Prices are based on U.S. dollars and are F.O.B. point of shipment. Prices do not include freight or delivery charges or taxes (sales, excise, use, ad valorem, etc.) or any export or import duties. Those changes may be prepaid by Seller and added to Customer's invoice.

#### **V. Shipment, Delivery, and Inspection**

**A.** Seller shall select the method and carrier for delivery of all Products. Title and risk of loss or damage to the Products shall pass from Seller to Customer upon delivery to a carrier at point of shipment.

**B.** Any shipment, delivery, or performance date stated in the Offer or other contract document is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.

#### **VI. Payments, Title and Security Interest**

**A.** All payments shall be made in United States currency. All payments shall be without deductions for back-charges, other accounts between Seller and Customer, and the like, which shall be settled independently of the payment of the invoice. Payment shall not prejudice claims on account of omissions or shortages in shipment, but no such claim will be allowed unless made within 96 hours after receipt of the applicable shipment by Customer.

**B.** Payments for Supplies or Parts shall be due 30 days from the date of Seller's invoice.

**C.** Payment for Equipment shall be due upon receipt without regard to the actual date of installation. Pre-payment of 30% of the price will be required on receipt of order for specially designed or specially engineered

Equipment. If production by Seller is delayed by Customer, partial payment is to be made based on the contract price and a percentage of completion at the time of notification of delay. If shipment is delayed by Customer, payment shall become due 30 days from the date Seller has notified Customer it is ready to ship.

**D.** Payment for installation of Equipment or Parts shall be due upon completion.

**E.** Title and risk of loss pass to Customer upon shipment,

#### **VII. Delays**

**A.** Seller shall not be liable for loss, damages, or non-performance resulting from delays in receipt of final specifications or instructions from Customer, changes in specifications, force majeure, including but not limited to strikes, labor disturbances, material shortages, non-manufacturing conditions, delays or failures of carriers or communication, epidemics, fire flood, storms, accident, riot, acts of terrorism, war and invasion, governmental requisition or priorities, acts of God, or other causes beyond Seller's reasonable control.

**B.** In such event, the delivery date shall be extended for a period equal to the time lost by reason thereof, or Seller at its option may cancel the delivery and refund any amounts paid by Customer, as Customer's sole and exclusive remedy. Seller shall undertake to notify the Customer promptly of any significant delay and will specify the revised delivery date as soon as practical. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF A DELAY IN, CANCELLATION OF, OR FAILURE TO DELIVER OR MANUFACTURE.

**C.** If shipment is delayed or extended by Customer, Customer shall arrange for and notify Seller of the place or places to which Seller shall ship the Products covered by the order for warehousing or storage at Customer's expense and all risk of loss or damage to the Products or Services shall be borne by Customer. If Customer is unwilling or unable to promptly arrange for warehousing or storage facility, Seller may do so at Customer's expense. Customer hereby agrees to pay any and all storage charges so incurred and Seller's invoice, which it shall issue upon shipment of Products to the place of storage.

#### **VIII. Cancellation**

Cancellation or suspension of the order by Customer after acceptance by Seller may be made only on terms which will compensate Seller for loss due to the cancellation. Prior to shipment, Customer may cancel by giving written notice of cancellation to Seller. Customer may cancel after shipment only if Products are re-salable and Customer pays restocking, shipping and handling charges as reasonably determined by Seller.

#### **IX. Equipment Design**

Seller reserves the right to make changes and improvements in the design and specifications of its Products without notice or obligation to Customer.

#### **X. Warranty and Disclaimers**

**A.** Seller warrants capital equipment to be free from defects in material and workmanship under normal use and operation for a period of one year after date of delivery to Customer, not to exceed 18 months from shipment. Seller's sole warranty with respect to all other Products is that such products comply with Seller's specifications for a period of 90 days from the date of shipment, unless the Product is subject to an expiration date, in which case the expiration date shall apply. Seller's warranties do not apply to damage resulting from unauthorized installation, accident, casualty, alteration, misuse, or failure to follow Seller's written instructions. No other express warranty is made with respect to the Products. If any model or sample was shown to Customer, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample in all respects. ENTIRE WARRANTY: SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. SELLER SHALL HAVE NO OTHER LIABILITY, DIRECT OR INDIRECT, OF ANY KIND, INCLUDING LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**B.** Customer's sole and exclusive remedy for breach of the foregoing warranties shall be the repair or replacement and reinstallation of defective parts (with the exception of items normally considered to be expendable such as filters, fuses, gaskets, lamps, printer paper, printer ribbons, ink, lubricants, charts, etc.), or, at the Seller's option, to refund the purchase price; provided (1) the Product has not been altered or modified by other than Seller, (2) it has been properly stored, installed, maintained and operated within the limits specified by Seller, and (3) Customer promptly sends to Seller notice of defect and satisfactory proof thereof, including allowing Seller the opportunity to inspect the Products, and in the event of repair or replacement, returns the product to Seller, freight prepaid. Defective parts replaced by Seller shall become the property of the Seller. Repaired or replacement parts will be shipped to the Customer FOB point of shipment.

- C. If the Product sold is not manufactured by Seller, Seller will extend to the Customer the same warranty protection Seller received from the original manufacturer.
- D. Seller is not responsible for any warranty work, repairs, replacements, or other work, or charges relating thereto, that have not been authorized by Seller in writing.
- E. NEITHER SELLER NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR LOSS OF USE ARISING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF CONTRACT, MATERIAL OR OTHERWISE, OR FROM ANY TORTIOUS ACTS OR OMISSIONS OF THEIR RESPECTIVE EMPLOYEES OR AGENTS, AND IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE PRICE OF THE DEFECTIVE PRODUCT OR OF THE PRODUCT SUBJECT TO LATE DELIVERY. If Seller, without separate compensation therefore, furnishes the Customer with advice or other assistance concerning any product supplied hereunder or any system or equipment in which any such product may be installed which is not required hereunder, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, tort (including negligence and strict liability) or otherwise.
- F. Deferred Warranty Start Date (where applicable; sold separately). Where applicable and purchased separately, Seller agrees to delay the start date of the warranty for up to 12 months from the date of start-up, provided Seller confirms by inspection that as of the deferred start date, the Products meet STERIS's original factory specifications and do not materially differ from their factory-shipped condition. In addition, STERIS requires that STERIS equipment storage guidelines (listed on equipment drawings and shipping crates and available upon request from STERIS) be followed.

#### **XI. Insurance**

STERIS maintains insurance coverage and limits as it deems reasonable and necessary in its sole discretion. STERIS rejects any Customer requested insurance requirements, including, but not limited to, specific terms, policy limits, additional insured status or waiver of subrogation.

#### **XII. Patents, Trademarks, Copyrights and Software**

- A. Seller warrants that Products it manufactures pursuant to its design shall be delivered free of any rightful claim for infringement of any United States patent, trademark or copyright.
- B. If Seller is notified promptly in writing of any claim of infringement, Seller will defend or may settle at its expense any such claim; provided, however, that Customer must cooperate with Seller in the defense of any claim. Seller shall, at its expense and option, either procure for the Customer the right to continue using any infringing Products or replace or modify them so they become non-infringing, or remove the Products and refund the purchase price (less reasonable depreciation for any period of use). The foregoing states the entire liability of Seller for any patent, trademark, copyright, or other intellectual property infringement by Products or any part thereof.
- C. The preceding representations shall not apply to any Product or part specified by Customer or manufactured to Customer's design, or to the use of any Product furnished hereunder in conjunction with any other item in a combination not furnished by Seller as a part of this transaction. As to any such item, part, or use in such combination, Seller shall have no liability whatsoever for patent, trademark or copyright infringement and to the extent permitted by law, Customer will indemnify Seller and hold Seller harmless against any claims, liability, damages or expenses, including reasonable attorney fees, as a result of infringement claims arising there from.

#### **XIII. Disclosure of Information**

Any information, suggestions, or ideas given by the Customer to Seller in connection with Seller's performance hereunder are not secret or submitted in confidence, except as may be otherwise provided in writing, signed by Seller.

#### **XIV. Assignment**

No right accruing to the Customer by virtue of the manufacturer/purchaser relationship between Seller and the Customer nor any duty of Seller resulting from that relationship shall be assignable without Seller's prior written consent.

#### **XV. Severability**

Invalidity of any provision of Seller's Terms shall not affect the validity of any other provision hereof and any invalid provision shall be, to the extent possible, modified to accomplish the same objectives in a valid way without affecting the surviving provisions.

#### **XVI. Non-Waiver**

No failure by Seller to exercise any right accruing to it by virtue of the manufacturer/purchaser relationship or under any contract of sales entered into with the Customer shall operate as a waiver thereof or preclude the exercise of any other right or privilege by Seller.

#### **XVII. Notice**

Any notice required or contemplated hereunder shall be made via overnight courier, or U.S. certified mail with return receipt requested to the other Party at its address set forth below.

Southern Nevada Health District  
Contract Administrator, Legal Dept  
280 S. Decatur Blvd.  
Las Vegas, NV 889107

STERIS Corporation  
Attn: General Counsel Legal Dept  
5960 Helsley Road  
Mentor, OH 44060-1834

#### **XVIII. Term, Termination, Entire Agreement and Amendments**

**A.** This Agreement shall be effective from June 1, 2024 through May 31, 2025, unless sooner terminated by either Party as set forth in this agreement.

**B.** This agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited or impaired. Upon termination, Seller will be entitled to payment for services provided prior to date of termination and for with Seller has submitted an invoice but has not been paid.

**C.** Customer shall have the right to terminate this Agreement by thirty (30) day written notice, without Seller being at fault, for any cause or for Customer's own convenience. In such event, Customer shall pay Seller for all work performed through the effective date of termination.

**D.** Customer shall have the right to terminate this Agreement for cause upon a material breach by Seller only if Customer provides written notice of such material breach followed by a reasonable opportunity to cure, and Seller subsequently fails to cure such material breach.

**E.** There are no other Terms and Conditions applicable to the purchase and sales of Seller's Products other than those contained in the Offer (including any specifications or other documents which Seller incorporated by reference in the Offer or invoice). Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No modification, amendment, waiver or other change of any provision of Seller's Terms shall be binding on Seller without Seller's written consent.

#### **XIX. Limitation of Actions**

Any action for a breach of contract arising out of Seller's acceptance of Customer's order or arising out of Customer's acceptance of Product supplied must be commenced within one year after the cause of action has accrued.

#### **XX. Governing Law; Remedies**

**A.** The rights and obligations of the Customer and Seller, and the construction and effect of any contract formed between them shall be governed by the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.

**B.** If the Customer fails to fulfill their terms of payment of any invoice or if the financial or business condition or responsibility of the Customer shall become impaired or unsatisfactory to the Seller, Seller may, without liability to Customer or prejudice to any other legal or equitable remedy, suspend performance until past due payments are made and satisfactory assurance of payment is received.

#### **XXI. Operating Directions**

**A.** Customer shall comply with and require its agents and employees to comply with all directions, safety notices, warnings, and other instructions furnished by Seller, and shall use and require its agents and employees to use reasonable care in the use of the Products.

SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY FAILURE OF CUSTOMER, CUSTOMER'S EMPLOYEES OR AGENTS, OR ANY THIRD PARTY TO OBSERVE THE PROVISIONS OF THIS SECTION, OR FOR ANY INJURY OR DAMAGE CAUSED, IN WHOLE OR IN PART, BY CUSTOMER'S FAILURE TO COMPLY WITH APPLICABLE FEDERAL, STATE, OR LOCAL SAFETY REQUIREMENTS AND CUSTOMER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FOR ANY CLAIMS, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY SUCH INJURY OR DAMAGE OR CLAIM THEREOF.

#### **XXII. Limited Liability**

Customer will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626. Neither party will be subject to agreement-related punitive damages.

#### **XXIII. Indemnification**

To the fullest extent permitted by law, Seller shall indemnify Customer from and against any and all third party claims for bodily injury, death or damage to property, demands, actions, causes of action, suits, judgments, and costs

(including reasonable attorneys' fees) (the "Claims") only to the extent such Claims are found to be caused by the omissions, negligence or willful misconduct of Seller, its employees or agents. Notwithstanding any of the foregoing, in no event shall Seller be liable for any special, incidental or consequential damages, including but not limited to, loss of sales, profit or goodwill.

**XXIV. Statement of Eligibility**

The parties acknowledge to the best of their knowledge, information, and belief, and to the extent required by law, neither party nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a). If Seller status changes at any time pursuant to this Section XXIV, Seller agrees to immediately notify Customer in writing, and Customer may terminate this agreement.

**XXV. Public Records**

Pursuant to NRS Chapter 239, information or documents, including this agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interests.

**XXVI. No Third-Party Beneficiaries**

This agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

**XXVII. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. A signed copy delivered by facsimile, email or other means of electronic transmissions shall have the same force and effect as an original signed copy.

**XXVIII. Books and Records**

Each party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years; whichever is longer, from the date of termination of this agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and/or judicial processes which may ensue.

**XXIX. Mutual Cooperation**

The Parties shall fully cooperate with one another in furtherance of this Agreement and shall provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

**INSTALLATION TERMS AND CONDITIONS (where installation is  
purchased from Seller)**

**I. General Definitions & Scope of Responsibilities**

- A. The Seller's Terms attached hereto are hereby incorporated by reference herein.
- B. Seller will not be responsible for services other than Seller or Seller contracted sources, unless authorized in writing by Seller.
- C. All work will be performed during normal working hours: 8:00 AM to 5:00 PM, Monday through Friday. Holidays and other hours will require additional charges.
- D. Non-Union labor will be used.
- E. Seller will be responsible for clean-up of all packing materials, crates, crating and/or other debris of transporting/setting up the equipment, but containers/dumpsters must be provided by/at the owner's facility.
- F. Parts and labor required to repair damage caused by accident, abuse, natural disaster, fire or theft, misuse by operating equipment for functions/processes not originally designed or recommended, or alteration/ modification of the equipment or accessories after final assembly and test by Seller shall be provided by Customer and are not covered by Seller.

**II. Environmental and Safety Issues**

- A. Hazard Communication - Customer agrees to provide Seller with information as to all hazards or hazardous materials which Seller's personnel may encounter when performing services for Customer and to familiarize Seller, its employees and contractors with Customer's Hazard Communication Program. If Customer's facility has an asbestos maintenance plan, the applicability of the plan to Seller's services must be specifically pointed out to Seller, and a copy of the plan must be provided to Seller prior to Seller's commencement of work. Customer shall ensure the safety of the work area and of Seller's employees and agrees to defend, indemnify and hold Seller, its employees and contractors, and their insurers (the 'Indemnified Parties') harmless from any and all claims, demands, losses, liabilities, fines, penalties (including but not limited to OSHA penalties), costs (including but not limited to attorneys' fees) or other liability suffered or incurred by the Indemnified Parties as a result of Customer's failure to do so.
- B. Unexpected or hazardous conditions - If unforeseen conditions are discovered (such as the discovery of hazardous substances or conditions) which may increase the time or expense of performance, Seller shall be entitled to additional compensation for the effects of such unexpected conditions. If Seller and Customer cannot agree on such additional compensation, Seller may stop work without liability and Customer shall pay Seller for any services already performed, at Seller's hourly rates. If Seller encounters materials which it believes may be hazardous, Seller may suspend its services until adequate testing and analysis have been conducted to confirm whether such materials are hazardous or not. In no event shall Seller or its contractors be responsible for the removal, abatement or disposal of any hazardous materials (including but not limited to asbestos, asbestos containing materials, hazardous waste, or infectious waste).

**III. Customer Responsibilities-Site Preparation**

- A. Remove all asbestos and/or other hazardous materials from equipment building and surrounding area, and safely dispose of same in accordance with local/state/federal codes, prior to Installation and/or Equipment Removal.
- B. Obtain or incur expenses for obtaining any/all permits, approvals, licenses, certification, fees and source testing, local or otherwise, that may be required for installation or operation of the equipment being installed.
- C. Prepare site for equipment installation, to include walls, floors, drains, ceilings, building utility connections, including steam drip-legs and pressure regulators, special fiber panel and any/all required structural modification to the building, including superstructure above finished ceiling and/or wall back and floor reinforcement.
- D. Provide slab, wall, flooring, anchor location and/or under-structure suitable to accept seismic tie-down devices as specified in Seller equipment drawings/technical documentation.
- E. Install any/all building exhaust vents beyond manufacturer's vent termination point, as designated in Seller equipment drawings/technical documentation, and ensure total HVAC system is adequate to handle load(s) expected with new equipment.
- F. Assure that all door openings, hallways and areas en route from receiving area to installation site will accept equipment without dismantling equipment or removing/modifying any door frames, ceilings, cabinets or other facility structures.
- G. Provide all utilities (steam, water, compressed air, condensate return, waste-drain, electric, exhaust) according to local/state/federal codes and Seller equipment drawings/technical documentation. Where local regulations preclude Seller from making utility connections, Seller will provide assistance and documentation to Customer or its designated representatives. Otherwise, Seller will connect to Customer-supplied utilities within 2 feet of the final point of connection. Utilities shall not be separated from point of equipment connection by physical barriers such as walls, ceilings, or other impediments.
- H. Furnish and install all electrical disconnects and shutoff valves within easy reach for emergency or service shutdowns, as specified in Seller equipment drawings, and in accordance with local/state/federal codes.
- I. Provide adequate lighting in recess room area.
- J. Provide an adequate service area around equipment as specified in Seller equipment drawings and in accordance with local/state/federal codes, to ensure equipment placement/utility connections and locations are adequately spaced.

**IV. Customer Responsibilities-Receiving**

- A. Provide for a loading dock with capacity for non-power tailgate delivery.
- B. If vertical transport is required due to limited access to higher or lower floors via stairways, elevator limitations, etc., customer will be responsible for any/all additional charges.

C. Receive and inspect new equipment for shipping damage and store in weather-protected, secure area inside building designated for final installation, or arrange for transportation and off-site storage, scheduling re-delivery in time for final installation.

D. Seller will require two (2) weeks' notice prior to beginning actual installation work, with clear access to final equipment location(s) guaranteed.

E. If old equipment is to become Seller's property, it will be held on-site at designated location for pickup by Seller-contracted transport within a reasonable time, or not to exceed five (5) working days.

**V. Customer Responsibilities-Utilities**

**A. STEAM**

1. Pressure - dynamic pressure must meet specific specifications on Seller equipment drawings/technical documentation; must provide steam pressure regulators and shut-off valves where/when specified.

2. Quality - provide steam traps, insulation and pipe routing necessary to supply 97% vapor-quality steam.

**B. AIR**

1. Pressure - dynamic pressure must meet specifications on Seller equipment drawings/technical documentation; air regulators must be provided where specified.

2. Quality - provide filters/dryers necessary to supply air quality as specified on Seller equipment drawings/technical documentation.

**C. WATER**

1. Pressure - dynamic pressure must meet specification on Seller equipment drawings/technical documentation; water pressure regulators must be provided where specified.

2. Flow Rates - piping must be properly sized to prevent water hammer; provide correctly sized pipes and water hammer arresters in order to support water flow rates and pressures as specified on Seller equipment drawings/technical documentation, and according to local/state/federal codes for back flow prevention.

3. Quality - water provided may be treated as necessary but must meet quality specifications on Seller equipment drawings/technical documentation.

D. EXHAUST - Provide air exhaust flow (SCFM) as specified on Seller equipment drawings/technical documentation.

E. WASTE - Provide adequate drain(s), sized to handle water/steam flow rates as specified on Seller equipment drawings/technical documentation, and traps, as required by local/state/federal codes.

F. ELECTRIC - Provide electrical supply as specified on Seller equipment drawings/technical documentation, with locking disconnect switches, as required by local/state/federal codes.



**ATTACHMENT B**  
**REQUIREMENTS FOR NON-FEDERAL ENTITIES RECEIVING PAYMENT MADE WITH FEDERAL FUNDS**

As a procurement contractor receiving payment made with federal funds, Seller agrees to ensure its compliance as applicable with the following:

- A. **45 CFR § 75.326 PROCUREMENT BY STATES.** When procuring property and services under a federal award, a state (or political subdivision of a state) must follow the same policies and procedures it uses for procurements from its non-federal funds. A state receiving federal funds will comply with § 75.331 and ensure that every purchase order or other contract includes any clauses required by § 75.335. All other non-federal entities, including sub-recipients of a state, must follow the procurement standards in §§ 75.327 through 75.335.
- B. **COMPLIANCE WITH PROCUREMENT STANDARDS.** Seller agrees to follow and comply with 45 CFR §§ 75.327 General Procurement Standards through 75.335 Contract Provisions as applicable.
- C. **CONTRACT PROVISIONS.** In addition to other provisions required by HHS, Customer, and/or Seller, all contracts made by Seller under the Grant must contain provisions covering the following in accordance with Appendix II to 45 CFR Part 75, Contract Provisions for Non-Federal, Entity Contracts Under Federal Awards. Seller agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - a. **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 Sellers violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - b. **TERMINATION.** All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - c. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - d. **DAVIS-BACON ACT,** as amended (40 U.S.C. 3141-3148). 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, Sellers 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 subrecipient 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.
  - e. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by a 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.

- f. 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 subrecipient 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 subrecipient 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.
- g. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 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).
- h. DEBARMENT AND SUSPENSION. (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549

Furthermore, each of Seller’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

- i. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Sellers that apply or bid for an award of \$100,000 or more must 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 must 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 non-Federal award.
- j. PROCUREMENT OF RECOVERED MATERIALS. A non-Federal entity that is a state agency or agency of a political subdivision of a state 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 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 \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

D. Seller will ensure its compliance as applicable with the Investment and Jobs Act (IIJA), codified as Public Law 117-58 on November 15, 2021, and as may be amended from time to time; provisions of which as of the time of the execution of this Agreement are proposed by the federal Office of Management and Budget (OMB) to be adopted as new part 184 in 2 CFR Chapter I to support implementation of IIJA, and to further clarify existing requirements within 2 CFR 200.322. These proposed revisions are intended to improve uniformity and consistency in the implementation of “Build America, Buy America (BABA) requirements across government. OMB’s proposed action, dated February 9, 2023, can be reviewed online at <https://www.federalregister.gov/documents/2023/02/09/2023-02617/guidance-for-grants-and-agreements>. Public Law 117-58 may be reviewed online at <https://www.congress.gov/bill/117th-congress/house-bill/3684/text>.

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E. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Seller certifies it is in compliance with 2 CFR §200.216 as published on August 13, 2020, and as may be amended from time to time, and Seller has not and will not use federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract to procure or obtain;

(i) equipment, services, or systems using covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115—232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- a. See Public Law 115—232, section 889 for additional information.
- b. See also 2 CFR §§200.216 and 200.471, as may be amended from time to time.