
Part 10: Agreement

AGREEMENT FOR: Multi-function Devices and Related Products and Services. This Agreement is made and entered into this 10th day of March, 2026, with an effective date of February 26, 2026, by and between Clark County School District, a political subdivision of the State of Nevada, hereinafter called the "District" and Pacific Office Automation, Inc. hereinafter called the "Supplier".

WITNESSETH:

WHEREAS, the Supplier has the personnel and resources necessary to provide all materials, equipment, and labor to provide the District Multi-function Devices and Related Products and Services.

WHEREAS, the Supplier has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, District and Supplier agree as follows:

10.1 Responsibility of Supplier: It is understood that Supplier shall provide all equipment and services as required to accomplish the specified Work. In the performance of the services herein provided for, Supplier shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method except as required by this Agreement. Further, Supplier has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Supplier in the performance of the services hereunder. Supplier shall be solely responsible for, and shall indemnify, defend and save the District harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

- a. The Supplier acknowledges that Supplier and any subcontractors, agents or employees employed by Supplier shall not, under any circumstances, be considered employees of the District, and that they shall not be entitled to any of the benefits or rights afforded employees of the District, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. The District will not provide or pay for any liability, medical insurance, retirement contributions, or any other benefits for or on behalf of Supplier or any of its officers, employees, or other agents.
- b. Supplier shall appoint a Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager or by Supplier's associates and employees under the supervision of the Manager. Should the Manager, or any employee of the Supplier be unable to complete his or her responsibility for any reason, the Supplier will replace him or her with a qualified person. If Supplier fails to make a required replacement that is suitable to the District within ten days, the District may terminate this Agreement for default.
- c. The Supplier agrees that its officers and employees will cooperate with the District in the performance of services under this Agreement and will be available for consultation with the District at such reasonable times with advance notice as to not conflict with its other responsibilities.
- d. Supplier has or will retain such employees as it may need to perform the services required by this Agreement.
- e. The rights and remedies of the District provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

- f. Services to be performed by the Supplier for the Work shall consist of the scope of services described in the Special Conditions, General Terms and Conditions, Scope of Work, Addenda 01 dated 10/23/2025 and offers of service as indicated in the Supplier's proposal response as set forth in this Agreement, attached hereto. RFP 26019KLP, dated September 26, 2025, in its entirety is incorporated into and made part of this Agreement.

10.2 Responsibility of District: The District agrees that its officers and employees will cooperate with Supplier in the performance of services under this Agreement and will be available for consultation with Supplier at such reasonable times with advance notice as to not conflict with its other responsibilities.

- a. The services performed by Supplier under this Agreement shall be subject to review for compliance with the terms of this Agreement by the District's representative, Karen Purdy, telephone number (702) 799-5225 ext. 5432 or designee. District's representative may delegate any or all responsibilities under this Agreement to appropriate staff members, and shall so inform Supplier by written notice before the effective date of each such delegation.

10.3 Changes to Scope of Work: The District may order extra work or make changes by adding or deducting from the Work without invalidating the Agreement. No Work or change shall be made nor charges for extras claimed unless authorized by the District in writing.

- a. The District shall provide written notification to the Supplier for any contemplated change. Upon receipt of such notice the Supplier shall provide an estimate for the increase or decrease in cost due to the contemplated change and notify the District of any anticipated change in the completion date.
- b. In the event that the District elects to make the contemplated change, the District shall issue an Agreement Amendment or Change Order authorizing the modification to the Scope of Work. The only officers with authority to execute an amendment to this contract are Administrators of the District's Purchasing Department.

10.4 Compensation and Terms of Payment: Before an invoice is submitted for payment, the Supplier shall complete all required Work, or a portion thereof, which the District agrees to accept separately, is substantially complete. The District shall have ten working days to verify satisfactory completion of Work or portion thereof.

- a. In the event that the District does not find the Work to be compliant with the requirements of this Agreement the invoice shall be rejected and the Supplier is mandated to take corrective action to its Work prior to issuance of any further invoices.
- b. The Supplier shall bill monthly in arrears and payments shall be made monthly within 30 days after receipt of a properly prepared and correct invoice and completion of identified task, whichever is the later.
- c. The District shall subtract from any payment made to Supplier all damages, costs and expenses caused by Supplier's negligence.
- d. Invoice shall include the following information:
 - 1.1.1. Supplier's name,
 - 1.1.2. Complete address (including street, city, state, and zip code),
 - 1.1.3. Telephone number,

- 1.1.4. Contact person,
- 1.1.5. Itemized description of products delivered (including quantities, or if applicable, services rendered (including dates),
- 1.1.6. District's purchase order number,
- 1.1.7. Supplier's Federal Tax Identification Number, and
- 1.1.8. RFP number.

- e. Invoices are to be sent via SAP Business Network (preferred) or shall be submitted to:
Clark County School District
2832 E. Flamingo Rd.
Las Vegas, NV 89121
Attn: Accounts Payable or other designated locations
Via email at: inbox060@nv.ccsd.net

10.5 District's Fiscal Limitations: The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit the District's financial responsibility as indicated.

- a. The District's total liability for all charges for services, which may become due under this Agreement, is limited to the total maximum expenditure(s) authorized by the District by the issuance of a purchase order.
- b. The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of School Trustees.

10.6 Time: Progress and Completion: Time limits that are mutually agreed upon by the District and the Supplier are of the essence. By executing the Agreement, the Supplier confirms that the time stated in the Agreement documents are reasonable periods for performing the Work.

10.7 Subcontracts: The Supplier without prior written approval of the District shall not subcontract this Agreement.

- a. Approval by the District of Supplier's request to subcontract or acceptance of or payment for subcontracted work by the District shall not in any way relieve Supplier of responsibility for the professional and technical accuracy and adequacy of the Work. Supplier shall be and remain liable for all damages to the District caused by negligent performance or non-performance of work under this Agreement by Supplier's subcontractor or its sub-subcontractor.

10.8 Suspension: The District may suspend performance by Supplier under this Agreement for such period of time as the District, at its sole discretion, may prescribe by providing written notice at least five (5) working days prior to the date on which the District wishes to suspend. Upon such suspension, the District shall pay Supplier its compensation, based on materials and/or Work completed. Supplier shall not deliver additional materials and/or perform further Work under this Agreement after the effective date of suspension until receipt of written notice from the District to resume performance.

10.9 Termination: This Agreement may be terminated in whole or in part by the District for its convenience; but only after the Supplier is given:

- a. Not less than five calendar days' written notice of intent to terminate; and
- b. An opportunity for consultation with the District prior to termination.

1. Upon termination for default the District will pay Supplier that portion of the compensation which has been earned as of the effective date of termination but:
 - a. No amount shall be allowed for anticipated profit on performed or unperformed services or other Work; and
 - b. Any payment due to the Supplier at the time of termination may be adjusted to the extent of any additional costs occasioned to the District by reason of the Supplier's default.
2. Upon receipt or delivery of a termination notice, the Supplier shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the District's representative, all deliverables as provided in Section 5.
3. The rights and remedies of the District and the Supplier provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

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

To: Clark County School District
4212 Eucalyptus Avenue, Bldg. #7
Las Vegas, NV 89121
Attn: Director of Purchasing

and To: Pacific Office Automation, Inc.
14747 NW Greenbrier Parkway
Beaverton, OR 97006
Attn: Adam Pritchett

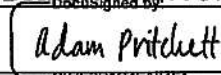
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CLARK COUNTY SCHOOL DISTRICT:

By: 
Print Name: Steve Staggs
Director of Purchasing and Warehousing or
Other Authorized Purchasing Administrator

Date: 3/17/26
Title: Director III

SUPPLIER:

Supplier Name: Pacific Office Automation, Inc Phone: 503-641-2000
Address: 14747 NW Greenbrier Parkway Fax:
Beaverton, OR 97006 FEIN: 93-0665412
By: 
C67E2D1C4FAB4F1... Date: 3/17/2026
Print Name: Adam Pritchett Title: CEO

