

Recorder's Office Cover Sheet

Recording Requested By:

Name Ron Elger

Department: Sheriff Department (DCSO)



0016294220220992220200200

KAREN ELLISON, RECORDER

Type of Document: (please select one)

- Agreement
- Contract
- Grant
- Change Order
- Easement
- Other specify: _____

FILED

NO. 2022.268

12/9/22
DATE

DOUGLAS COUNTY CLERK
MINDEN, NV

BY AL DEPUTY

**CONTRACT FOR PROFESSIONAL SERVICES
FUNDED FROM FEDERAL FUNDS**

AN AGREEMENT BETWEEN

DOUGLAS COUNTY, NEVADA

AND

UV PARTNERS, INC.

This Agreement ("Agreement") is entered into by and between Douglas County, 1594 Esmeralda Avenue, Minden, Nevada, 89423, a political subdivision of the State of Nevada (the "County"), and UV Partners, Inc., d.b.a UV Angel, 233 Washington Avenue STE L1, Grand Haven, Michigan, 79417 (the "Contractor"). The County and Contractor are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the County is permitted to use Federal funding the County has received to contract with Contractor to provide the professional services referenced herein; and

WHEREAS, the Contractor must comply with all applicable legal and regulatory requirements for the use of Federal funding, including all applicable compliance requirements and all applicable Uniform Administrative Requirements, Cost Principles; and

WHEREAS, the Douglas County Board of Commissioners has approved using Federal funding in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made, the County and Contractor mutually agree as follows:

1. TERM AND EFFECTIVE DATE OF CONTRACT. This Agreement is effective on the date signed by both parties and shall continue in effect until all services referenced in the Agreement are performed by Contractor, but in no event later than January 1, 2023, unless earlier terminated by either party in accordance with the terms of this Agreement.

2. SERVICES TO BE PERFORMED. The Parties agree that the services to be performed by Contractor are as follows: provide UV filter lights as further detailed in the Contractor's November 16, 2022 Proposal attached hereto as Exhibit A. Contractor' sole obligation under this Agreement will be to provide the UV filter lights and related products as set forth in Exhibit

A. Contractor shall not be responsible for installation or maintenance of the UV filter lights or any other products supplied hereunder, and all products supplied hereunder will be subject to Contractor's standard warranty associated therewith.

3. PAYMENT FOR SERVICES. Contractor agrees to provide the services set forth in Paragraph 2 for a total cost not to exceed One Hundred Forty-Nine Thousand Four Hundred Sixty-Three Dollars and Seventy-Five Dollars (\$149,463.75) payable by County to Contractor from Federal funding. Contractor agrees to submit invoices detailing the work completed within ten days of the end of the prior month for any services rendered. County will pay invoices it receives within 45 days after receipt. County reserves the right to withhold or reduce payment under this Agreement if Contractor has failed to comply with any applicable laws and regulations regarding the use of Federal funding until such time as the failure has been remedied.

Contractor shall be responsible for all costs and expenses incurred while performing any services under this Contract, including without limitation license fees, memberships and dues; automobile and other travel expenses; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to perform the services described by this Agreement. Contractor is not responsible for installation or maintenance of the UV filter lights or any other products supplied under this Agreement, and shall not be responsible for any associated costs or expenses.

4. INDEPENDENT CONTRACTOR STATUS. The Parties agree that Contractor, and all associates and employees shall have the status of independent contractors and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 333.700, as necessarily adapted to the parties, including that Contractor is not a Douglas County employee and that there shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees' retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

Contractor and County agree to the following rights and obligations consistent with an independent contractor relationship between the Parties:

- a. Contractor has the right to perform services for others during the term of this Agreement.
- b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- c. Contractor shall not be assigned a work location on County premises.

- d. Contractor, at Contractor's sole expense, will furnish all equipment and materials used to provide the services required by this Agreement, except as otherwise provided in this Agreement.
- e. Contractor, at Contractor's sole expense, has the right to hire assistants as subcontractors, or to use Contractor's employees to provide the services required by this Agreement.
- f. Except as otherwise provided in this Agreement, Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement, and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
- g. Neither Contractor nor contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
- h. County shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.
- i. Contractor understands that Contractor is solely responsible to pay any federal and state taxes and/or any social security or related payments applicable to money received for services provided under the terms of this contract. Contractor understands that an IRS Form 1099 will be filed by County for all payments County makes to Contractor.

5. INDUSTRIAL INSURANCE. Contractor shall, as a precondition to the performance of any work under this Contract and as a precondition to any obligation of the County to make any payment under this Contract, provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also shall, prior to commencing any work under the contract, complete and provide the following written request to a qualified insurer:

UV Partners, Inc. has entered into a contract with Douglas County to provide products, and requests that the insurer provide to Douglas County (1) a certificate of coverage issued pursuant to NRS 616B.627 and (2) notice of any lapse in coverage or nonpayment of coverage that the UV Angel is required to maintain. The certificate and notice should be mailed to:

Douglas County Manager
Post Office Box 218
Minden, Nevada 89423

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the Contract. If Contractor does not maintain coverage throughout the entire term of the Contract, Contractor agrees that County may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the Contract, or terminate the Contract. For each six-month period this Contract is in effect, Contractor agrees, prior to the

expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that County may order the Contractor to stop work, suspend the Contract, or terminate the Contract.

6. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all federal requirements regarding the expenditure of Federal funds that are in effect as of the effective date of this Agreement, and that may later be enacted or promulgated, including, without limitation, 31 CFR Part 35 and 2 CFR Part 200. Pursuant to 2 CFR §200.316 any real property, equipment, and intangible property, that are acquired or improved with a Federal funds must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

7. ADMINISTRATION OF AGREEMENT. The individuals listed below shall administer this Agreement on behalf of the parties. All communications between Contractor and County and notices required under this Agreement shall be sent to the individuals listed below:

County: Douglas County, Nevada
Attn. Ron Elges
1594 Esmeralda Avenue
PO Box 218
Minden, NV 89423

Contractor: Name: UV Partners, Inc.
Attn: Bret Lewis - CFO
Address: 233 Washington Ave, Ste L1,
Grand Haven, MI, 49417
Contact Number: 888 277-2596 Ext 02
Email: blewis@uvangel.com

8. AUDIT AND INSPECTION OF CONTRACTOR RECORDS. Upon request of the County, Contractor shall make available to the County for examination all of Contractor's records with respect to all matters covered by this Agreement and will permit the County to audit, examine and make excerpts or transcripts from such records, and make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement. Contractor shall maintain such records in an accessible location and condition for a period of not less than six years following the termination of this Agreement, unless County agrees in writing to an earlier disposition.

11. TERMINATION OF AGREEMENT. The County may, upon written notice to Contractor, terminate this Agreement in whole or in part, for any reason, upon 30 days advance written notice to Contractor. In the event of termination, Contractor shall be paid for all products supplied to County up to the effective date of termination.

12. SUSPENSION AND DEBARMENT CERTIFICATION. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, Contractor certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. By signing this Agreement, Contractor certifies that he/she/it has not been suspended or debarred from federal projects, and is fully eligible to receive federal funding.

13. CIVIL RIGHTS REQUIREMENTS. The following requirements apply to the underlying Agreement:

(1) Nondiscrimination -In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements issued.

(2) Equal Employment Opportunity -The following equal employment opportunity requirements apply to the underlying Agreement:

(a) Race, Color, Creed, National Origin, Sex, Age -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future activities undertaken in the course of the work under this Agreement. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements issued.

(b) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements issued.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement

the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements issued.

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

15. Buy American (when appropriate). Products permanently incorporated into the work are subject to the Federal Buy America requirements as set forth in 23 CFR 635.410. Buy America requirements apply to all steel or iron materials for permanent incorporation in the work. The steel or iron material must have all manufacturing process occur in the United States. "Manufacturing" includes all processes that affect the size, shape, and finish of the steel (coating, forming, plating, galvanizing, etc.). A Buy America Waiver must be requested and approved by the funding agency prior to commencement of work.

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

17. CLEAN AIR AND WATER ACTS. 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 One Hundred Fifty Thousand and No/100 Dollars

(\$150,000.00) 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).

18. PUBLIC RECORDS LAW. Contractor expressly understands and agrees that all documents submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, will be treated as public records pursuant to NRS Chapter 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of his/her/its rights to bring, including but not limited to, by way complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

19. INDEMNIFICATION OF COUNTY. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees, agents, volunteers, or other representatives arising out of or related to Contractor's performance under this Agreement. Notwithstanding the obligation of Contractor to defend County as set forth in this paragraph, County may elect to participate in the defense of any claim brought against County because of the conduct of Contractor, its officers, employees and agents. Such participation shall be at County's own expense and County shall be responsible for the payment of its own attorney's fees it incurs in participating in its own defense. Notwithstanding the foregoing, because Contractor is not responsible for installation, Contractor shall not be responsible or liable for any claims, actions, damages, losses, expenses or other liabilities arising out of or relating to installation.

20. CONSTRUCTION OF AGREEMENT. The Agreement will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Agreement. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Agreement before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process and attorney's fees and costs will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.

21. FEDERAL CHANGES. The Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed

directly or by reference in any funding documentation, as they may be amended or promulgated from time to time during the term of this Agreement. The Contractor's failure to so comply shall constitute a material breach of this Agreement.

22. MODIFICATION OF CONTRACT. This Agreement constitutes the entire agreement and understanding between the Parties. All other representations, oral or written, are superseded by this Agreement. This Agreement may only be modified by a written amendment signed by both of the Parties.

23. THIRD PARTY BENEFICIARY. Nothing contained in this Agreement is intended to convey any rights or to create a contractual relationship with any third party, or to otherwise allow a third party to assert a cause of action against either County or Contractor.

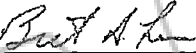
24. ASSIGNMENT. Contractor will neither assign, transfer nor delegate any rights, obligations or duties under this Agreement without the prior written consent of the County.

25. AUTHORITY. The Parties represent and warrant that they have the authority to enter into this Agreement.

26. COUNTERPARTS. This Agreement may be executed in counterparts, and each counterpart shall constitute one agreement binding on all parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be signed and intend to be legally bound thereby.

UV Partners, Inc.

By:  11/23/2022
Bret Lewis – CFO (Date)

Douglas County, Nevada

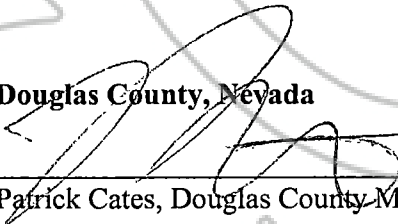
By:  12/6/22
Patrick Cates, Douglas County Manager (Date)



Exhibit A

Contractor's November 16, 2022 Proposal



UVANGEL®
PATHOGEN CONTROL TECHNOLOGY

PROPOSAL

Prepared for

Douglas County Sherriff's Office and Correctional Facility

1038 Buckeye Rd
Minden, NV 89423

November 16, 2022

PROP20221116-DCPS

UV Angel

233 Washington Ave, Suite L1
Grand Haven, MI 49417
888.277.2596
www.uvangel.com

Company Information

CORPORATE NAME:

UV Angel, Inc.

CONTACT NAME:

Chris Griffith, Regional Sales Manager

OFFICE ADDRESS:

233 Washington Ave, Suite L1

Grand Haven, MI 49417

CONTACT PHONE NUMBER:

310.382.4011

CONTACT EMAIL:

cgriffith@uvangel.com

About UV Angel

UV Angel has one focus: make the world a cleaner and safer place for everybody. As a technology-based pathogen control company, we've spent years of advanced research and development in ultraviolet light to help make the environments around us cleaner and safer by reducing harmful pathogens. Fully automated, patented and proven safe, the company's UV-C technology monitors and disinfects the surfaces we touch and the air we breathe with up to 99.99% effectiveness, 24/7, 365 days a year with no harmful chemicals or human interaction and completely independent of HVAC systems. UV Angel's technology is complemented by a proprietary data analytics platform that delivers critical insights and strategic advantages to administrators in all industries. UV Angel helps make the environments we live, shop, eat, and work in measurably safer and cleaner.

Our Technology

With a modern integrated design, UV Angel Clean Air™ combines standard in-ceiling lighting with a proprietary UV-C air treatment system. Indoor room-level air is pulled into the sealed high-intensity UV-C chamber where it neutralizes pathogens with up to 99.99% effectiveness. The clean, treated air is then returned to the room with no harmful chemicals or byproducts. Room occupants can be assured that the air is being treated continuously and is designed to work safely even while people are present.

Project Scope

Douglas County Sherriff's Office and Correctional Facility is looking to integrate UV Angel Clean Air technology solutions into its correctional and administration facilities to improve the environmental air and surface quality. After initial review of the available architectural drawings, and our experience with similar buildings, we have identified areas which should be the most beneficial for UV Clean Air coverage and included them in the following Proposal Pricing.

We are proposing tamper resistant units for the correctional facility where it has been deemed appropriate that tamper resistant hex screws are required for safety. The UV Angel Downlight fixture contains an LED Downlight with an acrylic diffuser that is tamper resistant but would not be considered vandal resistant as it can be cracked with a sharp forceful blow with a hard object.

Please note that further review of detailed scaled drawings, consultation with team, and/or a potential site visit may be required to ensure the correct placement and number of units, and therefore may slightly modify the Quotation as well.

	Hardware		Accessories		
	Recessed Air Unit w/LED Downlight, White, Tamper Resistant	Recessed, Air Unit w/LED Downlight, 4000K, White	Hard Ceiling "Surface Mount Kit", White	Hard Ceiling "Surface Mount Kit", White, Tamper Resistant	10' long Cable Suspension Kit
Corrections Center	5	120	94	5	24

Proposal Pricing

Item	Description	Quantity	Unit Price	Customer Price	Total
100-1250-01-01	UV Angel Clean Air - With 4,000k LED Downlight and 80+CRI	120	\$1,395.00	\$906.75	\$167,400.00
100-1250-01-01-10	UV Angel Clean Air - With 4,000k LED Downlight and 80+CRI, Tamper-Resistant	5	\$1,415.00	\$919.75	\$7,075.00
100-1179-01-10	UV Angel Clean Air- Surface Mount Kit, Tamper-Resistant	5	\$133.00	\$133.00	\$665.00
100-1179	UV Angel Clean Air- Surface Mount Kit	94	\$110.00	\$110.00	\$10,340.00
100-1267	UV Angel Clean Air - 10' Suspension Kit	24	\$25.00	\$25.00	\$600.00
100-1388	UV Angel Clean Air Replacement Kit - Filter (120mm) & Lamp (4 Additional Years)	500	\$50.00	\$40.00	\$25,000.00

MSRP Subtotal	\$211,080.00
Premier Partner Discount	-\$66,066.25
Customer Subtotal	\$145,013.75

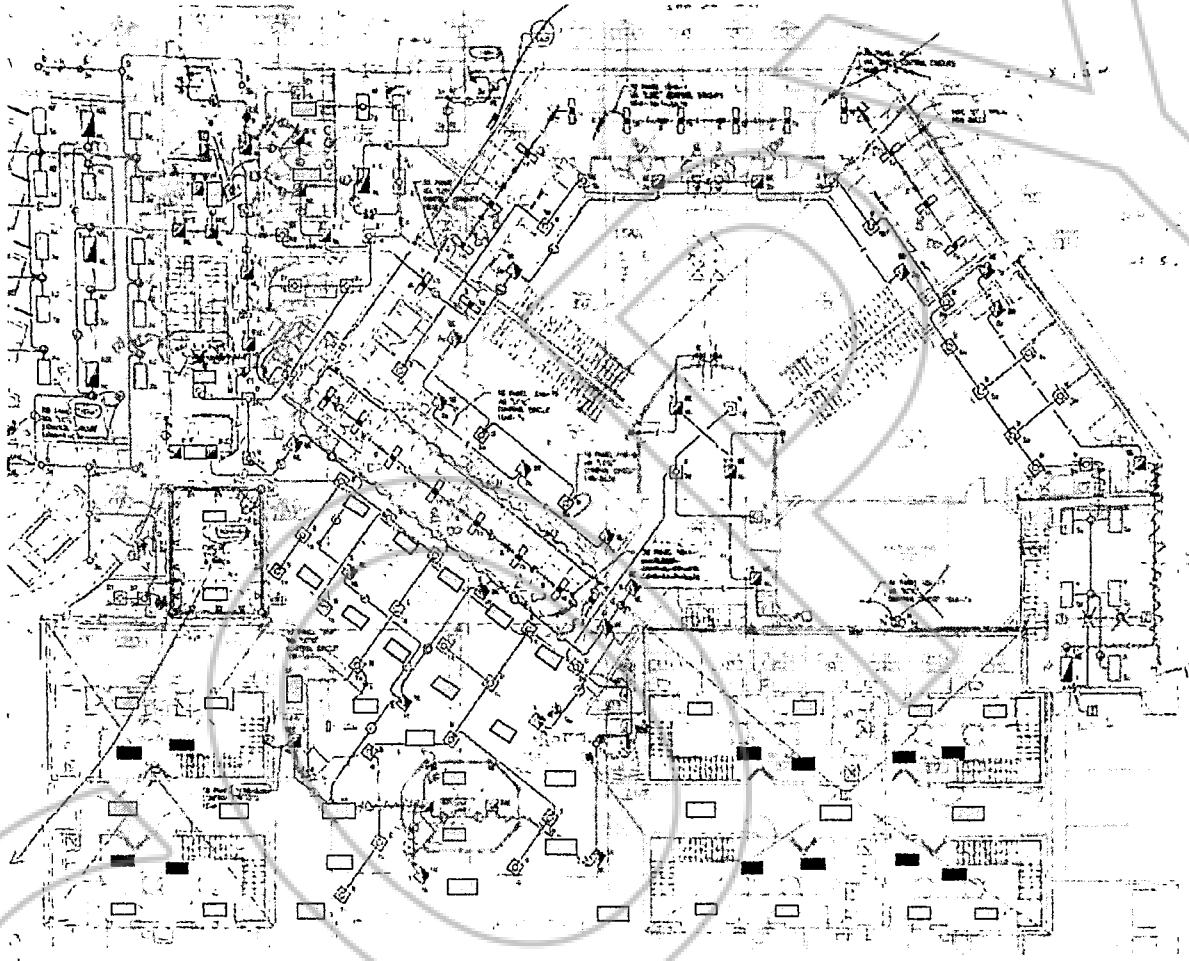
Sales Tax*	\$0.00
Freight**	\$4,450.00
Quotation Total	\$149,463.75

50% Deposit	\$74,731.88
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** Freight includes original equipment and included annual maintenance kits.

*Appropriate tax-exempt documents will be required.

Layout- First Floor A

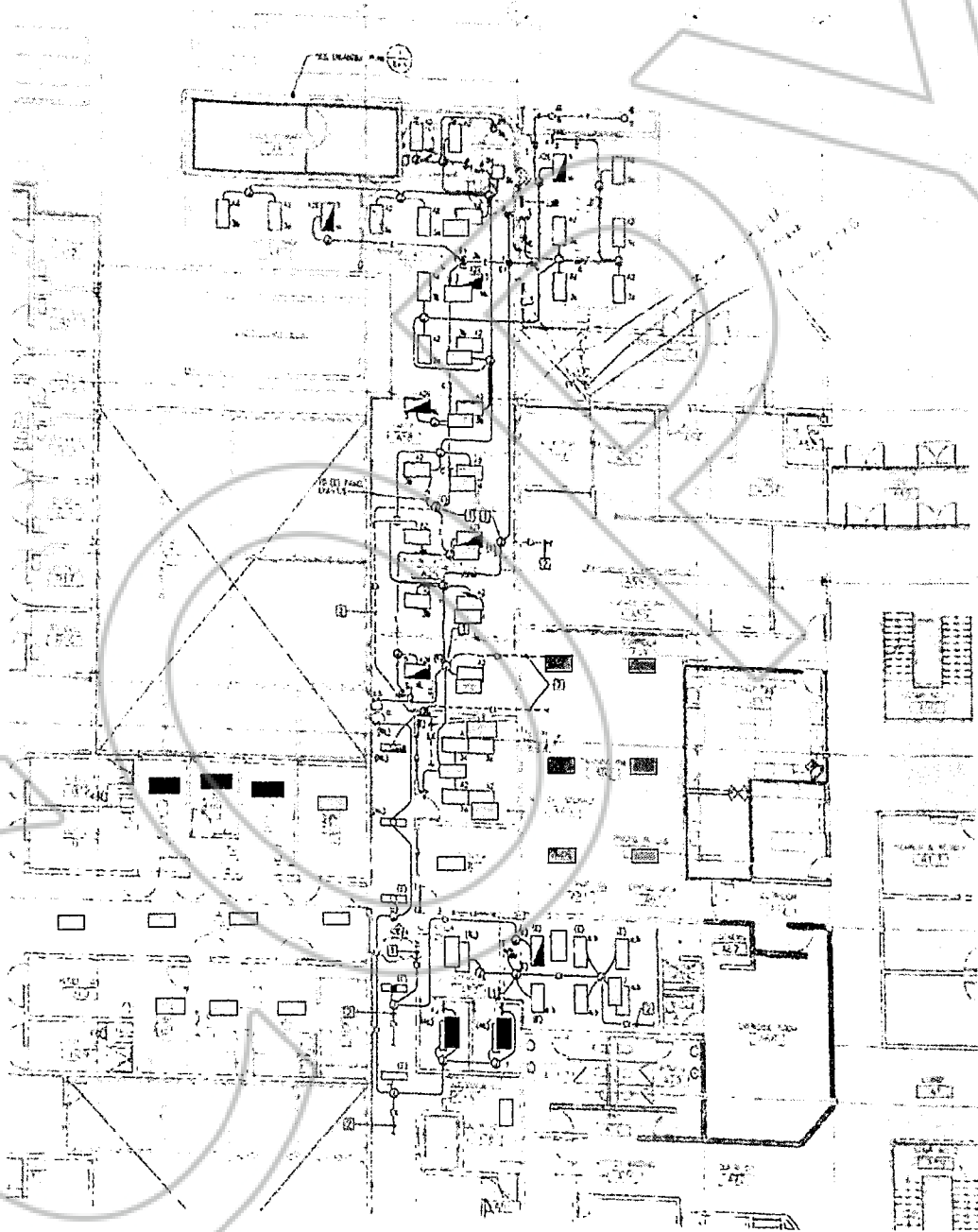


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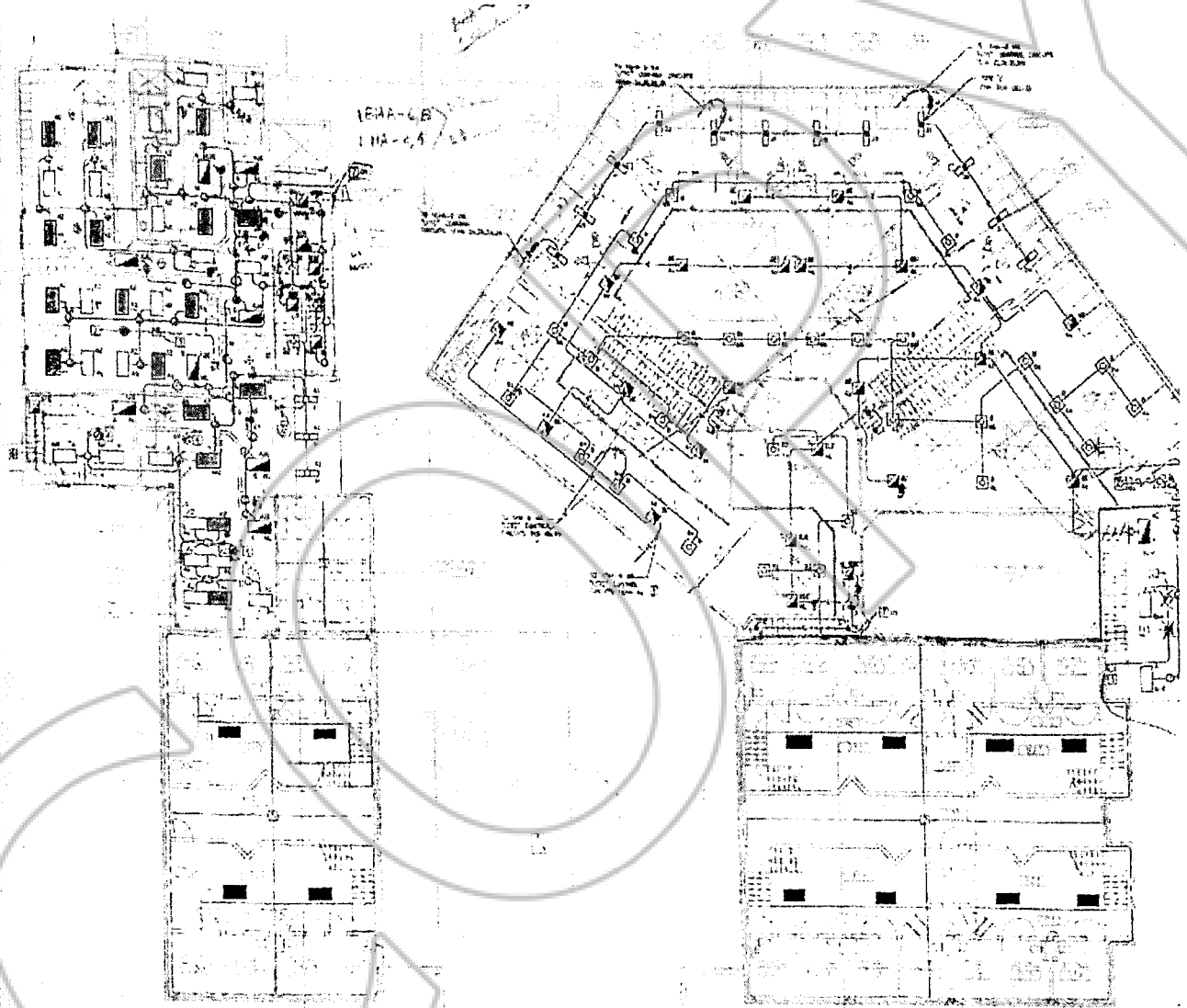
- Yellow: Surface Mounted Downlight Units
- Purple: Suspended Downlight Units
- Green: Recessed Downlight Units
- Red: Surface Mounted Downlight Units with Tamper Resistant Fasteners

*Four additional recessed standard downlight units to be placed at Sheriff's discretion

Layout- First Floor B



Layout- Second Floor A



Warranty & Terms

UV ANGEL CLEAN AIR LIMITED WARRANTY:

Mechanical, ballast, and drivers:	5 years
Fans and other electrical components:	2 and 3 years
Consumables:	UV-C lamp annually / MERV 6 filter annually

Installation of UV Angel Air systems should be performed by a certified electrician and is the responsibility of the customer.

TERMS:

- Payment – 50% deposit with order, balance net 30 days after shipment with approved credit. Other payment options available, please inquire.
- Shipping – FOB shipping point.
- Sales tax – may vary based on location and is collected at time of sale, unless tax exempt certificate provided by Customer.
- This quote is valid for 60 days.

ANNUAL MAINTENANCE:

- The MERV 6 filter and UV-C lamp require annual replacement. Lamp and filter status are visible on the UV Angel Cloud web portal. You will also receive an email notification when it is time for replacement. Replacement is quick and does not require an electrician.
- Each unit is connected to the UV Angel Cloud via your WiFi. This connectivity provides the following benefits:
 - UV Angel Cloud Platform – enables users to access their UV Angel data, diagnostics and history from anywhere.
 - UV Angel IOT – integrated connectivity platform allows every UV Angel device to connect to the internet, send and receive data, and stay updated.
 - UV Angel Analytics – allows deep analytics of UV Angel data, driving valuable healthy building insights.
 - Flexible API – allows for connection to your existing operations systems (BMS)
- UV Angel Cloud Platform access is complementary for the first year as part of your initial purchase. After the first year of service, UV Angel offers a bundle consisting of the UV-C lamp, MERV 6 filter and UV Angel Cloud Platform for \$40 per unit, which will include IoT connectivity. For this proposal, this access is included in the pricing as outlined for 4 additional years..

Next Steps

This Proposal is based upon the various discussions we have had, along with an in-depth review of the architectural drawings. The following will provide a broad overview of next steps in the process as we see them.

Review: Proposal, respond to questions, make changes as needed.

Purchase Order: Proposal acceptance below or purchase order sent to orders@uvangel.com.

Joint Marketing: In parallel to site assessments and installations the UV Angel marketing and PR team can start discussions around thoughts for pilot results assessment and KPI's. This can include campaign for: community education, targeted digital/social ads, regional press release and interview coordination where comfortable.

Execution: UV Angel will deliver product based on the agreed upon schedule and provide an on-site specialist to consult with Douglas County Public Sherriff's Office and Correctional Facility and project contractors to answer any questions that may arise during the installation process.

Proposal Acceptance:

Signature: _____

Name: _____

Date: _____

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

6 day of December, 20 22

By [Signature] Deputy