

CLARK COUNTY, NEVADA

CBE-1119

CONTRACT FOR PARKING ACCESS AND  
REVENUE CONTROL SYSTEM UPGRADE &  
MAINTENANCE SERVICES

NAME OF FIRM	Scheidt & Bachmann USA, Inc.
DESIGNATED CONTACT, NAME AND TITLE	Joseph Galeas, Senior Vice President of Operations
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	1001 E. Pawtucket Blvd. Lowell, MA 01854
TELEPHONE NUMBER (include area code)	(781) 272-1664
EMAIL ADDRESS	<a href="mailto:galeas.joseph@scheidt-bachmann-usa.com">galeas.joseph@scheidt-bachmann-usa.com</a>

**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM  
UPGRADE & MAINTENANCE SERVICES  
CBE-1119**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and SCHEIDT & BACHMANN USA (hereinafter referred to as "CONTRACTOR"), for PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE (hereinafter referred to as "PROJECT"). The PARKING ACCESS AND REVENUE CONTROL SYSTEM may also be abbreviated to PARCS throughout this document. There are to be ongoing Maintenance and Support Services after PROJECT completion.

**W I T N E S S E T H:**

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$2,261,808.75 including all travel, lodging, meals and miscellaneous expenses. Maintenance service costs are not included in the PROJECT total above, and will be charged on a monthly basis with an allowance for Additional Professional Services, as necessary. Maintenance services will be performed at a cost detailed below in **Exhibit B**.

WHEREAS, the CONTRACTOR 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 Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

**SECTION I: RESPONSIBILITY OF CONTRACTOR**

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save OWNER 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.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.
  - 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
  - 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.
4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, OWNER may declare the CONTRACTOR in breach of Contract, terminate the Contract, and designate the CONTRACTOR as non-responsible.

- D. CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its subcontractors and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. Nothing in this paragraph shall give the OWNER any rights of ownership with respect to any intellectual property utilized by the CONTRACTOR in fulfilling this Contract.

- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER or any other political subdivision of the State of Nevada.

M. AIRPORT SECURITY

1. OWNER Property

For security purposes, OWNER property is divided into three (3) categories as follows:

- a. Landside: The non-secure portion of the Airport;
- b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
- c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA

All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport identification badge at all times.

CONTRACTOR agrees to accept and reimburse OWNER for any fines levied on OWNER by TSA for any violation of any TSA Security Regulations by CONTRACTOR and its employees or any of CONTRACTOR's subcontractors, vendors, suppliers and agents and their employees. CONTRACTOR will reimburse owner for any fines levied for breaches of security due to CONTRACTOR activities or those of any subcontractor.

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that McCarran International Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.



3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the McCarran Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

If a Maroon or Green badge holder enters a part of the Airport Secured/SIDA for which access has not been authorized, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal, to include security identification badge revocation from the Airport by OWNER.

5. Landside/Public Work Areas

CONTRACTOR's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas without escort. If a Tan badge holder enters an Airport Secured Area/SIDA, CONTRACTOR may be subject to a fine as detailed in Section M.2., and personnel may be subject to immediate and permanent removal from the Airport by OWNER. Personnel with Tan badges do not have the authority to escort and must be screened through the TSA passenger security checkpoint prior to entering Airport Sterile Areas.

6. Security Protocols/Directives

CONTRACTOR acknowledges that McCarran International Airport is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof.

N. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Laws.
  - a. If the Airport has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the Airport, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the Airport's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the Airport will obtain the qualified independent experts and all costs incurred by the Airport plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

- b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, if requested by Director.
- 2. If the presence of any Hazardous Material on, under, or about the Premises or the Airport caused or permitted by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, during the term of this Contract results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, contractors, subcontractors, vendors, suppliers, or other representatives, during the term of this Contract as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:
  - a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work. The Airport retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the Airport is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
- O. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit F** prior to any Contract award by the BCC.
- P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

## **SECTION II: RESPONSIBILITY OF OWNER**

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.

- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
  - 1. Copies of reports, surveys, records, and other pertinent documents.
  - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

### **SECTION III: SCOPE OF WORK**

Services to be performed by the CONTRACTOR and materials to be installed for the PROJECT shall consist of the items described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto. CONTRACTOR affirms that the equipment and upgrades detailed in **Exhibit A** will deliver a complete and operational PARCS with the functional requirements listed in Appendix A, below.

Contractor further affirms that the equipment and upgrades detailed in **Exhibit A** will deliver a PARCS that is currently capable of the functionality detailed in Appendix B, though the necessary components and requirements are not included in this agreement; and that these functions can be enabled through future modifications. Contractor cautions, however, that the future availability of the Appendix B functionalities is dependent on the continuing availability of the hardware and software required for such functionalities, and that such availability may not be within Contractor's control.

After substantial completion of the project scope shown in **Exhibit A**, Maintenance Services are to be performed on an ongoing basis, in accordance with the Scope of Work set forth in **Exhibit B** of this Contract, attached hereto. Substantial completion acceptance also marks the beginning of a two (2) year no cost warranty period for the new equipment installed. There will be a charge for legacy equipment remaining after upgrades. Said costs are shown in **Exhibit B**.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. The OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.

- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

**SECTION V: COMPENSATION AND TERMS OF PAYMENT**

- A. OWNER agrees to pay CONTRACTOR for the PROJECT described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$2,261,808.75. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said not to exceed amount.

After substantial completion of the project scope in **Exhibit A**, Maintenance Services will be performed on an ongoing basis according to the scope and cost scheduled shown below in **Exhibit B**.

- B. The CONTRACTOR will be entitled to progress payments in accordance with the table and terms shown below:

<b><u>PROGRESS PAYMENT SCHEDULE</u></b>		
<b><u>ITEM</u></b>	<b><u>INVOICE SCHEDULE</u></b>	<b><u>AMOUNT</u></b>
EQUIPMENT: LPR CAMERAS, BARRIER GATES, POF STATIONS, TICKET DISPENSERS, ETC.	50% of Cost of Goods Invoiced at Receipt of OWNER-Issued PO	\$850,896.93
	50% of Cost of Goods Invoiced at OWNER acceptance of Goods, after shipment review and inspection	\$850,896.93
SERVICES: SET UP COSTS, LICENSING, CONFIGURATION, ETC.	40% of Service cost total to be invoiced at commencement of installation	\$195,981.14
	30% of Service cost total to be invoiced at substantial completion	\$146,985.86
	30% of Service cost total to be invoiced at final acceptance	\$146,985.86
FREIGHT <sup>1</sup> AND TRAVEL <sup>2</sup>	100% of Standard Freight, Invoiced at OWNER acceptance of Goods, After Shipment Review and Inspection. Travel Invoiced at Actual Cost as Required	Not to Exceed \$70,062.05 (combined total)

1 Freight terms are FOB Delivered, to be processed as Pre-Pay and Add. All freight charges will be invoiced at actual cost (no mark-up).

- Freight costs and charges may be subject to audit at OWNER request.
- Expedited freight charges must be approved in advance, in writing, by OWNER.

2 Travel to be invoiced at actual cost and subject to applicable GSA per diem rates for Las Vegas, NV.

- OWNER will only reimburse up to a coach price fare for air travel.
- OWNER will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be allowable reimbursements.
- Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, CONTRACTOR must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- Cancellation and/or change flight fees may be reimbursed by the OWNER but CONTRACTOR must provide documentation in writing from OWNER providing authorization for the change.
- OWNER will not reimburse for tickets purchased with frequent flyer miles.

- Lodging reimbursement will be limited to the current GSA lodging rate for Las Vegas, NV:  
[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=Nv&fiscal\\_year=2021&zip=&city=las%20vegas](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=Nv&fiscal_year=2021&zip=&city=las%20vegas)
- Travelers will not be reimbursed for excess room-related charges, or extended stays for personal reasons.
- Travel costs in excess of the Not to Exceed amount shown will be reviewed for approval by OWNER at CONTRACTOR'S request, and must be validated by receipts as noted above. Authorized additional charges will be reimbursed through a change order, or separate purchase order.

C. Payments

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. All payments shall be due within 30 calendar days after receipt of the invoice.
6. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
7. Invoices shall be submitted to McCarran International Airport, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at [AccountsPayable@McCarran.com](mailto:AccountsPayable@McCarran.com). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

- a. Company
- b. Complete Address (including street, city, state, and zip code)
- c. Telephone Number
- d. Contact Person
- e. Itemized description of products delivered (including quantities) or services rendered (including dates)
- f. Clark County McCarran International Airport Purchasing Order Number
- g. Company's Tax Identification Number
- h. Contract Number
- i. Itemized pricing and total amount due (excluding sales and Use Tax)
- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare



D. OWNER's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the OWNER's financial responsibility as indicated in Paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due. Termination under this provision shall be considered to be a termination for convenience.
3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.
4. OWNER shall have the ability to request additional, non-contracted, products or services as required, for an amount not to exceed ten-percent (10%) of the total contracted value as defined above in Section V: COMPENSATION AND TERMS OF PAYMENT. All additional requests will be paid against a separate Purchase Order issued by OWNER. Additional purchases are not considered approved until the Purchase Order is delivered to the CONTRACTOR. Products delivered or services performed by the CONTRACTOR without an authorized Purchase Order come at the CONTRACTOR's risk and expense.

**SECTION VI: SUBCONTRACTS**

- A. Services specified by this Contract shall not be subcontracted by the CONTRACTOR, without prior written approval of OWNER.
- B. Approval by OWNER of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of the work. CONTRACTOR shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by CONTRACTOR's subcontractor or its sub-subcontractor.
- C. The compensation due under Section V shall not be affected by OWNER's approval of CONTRACTOR's request to subcontract.

**SECTION VII: MISCELLANEOUS PROVISIONS**

A. Time Schedule

1. Time is of the essence for the purposes of this Contract.
2. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract. After project completion, ongoing Maintenance Services shall be performed in accordance with the Maintenance Services Scope of Work contained in **Exhibit B** below.
3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.



4. In the event that the CONTRACTOR fails to complete the PROJECT within the time specified in the Contract, or with such additional time as may be granted in writing by the OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$1,000.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

B. Suspension

OWNER may suspend performance by CONTRACTOR under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONTRACTOR at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONTRACTOR its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONTRACTOR shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from OWNER to resume performance. In the event OWNER suspends performance by CONTRACTOR for any cause other than the error or omission of the CONTRACTOR, for an aggregate period in excess of 30 days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
  - a. not less than ten (10) calendar days' written notice of intent to terminate; and
  - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
  - a. not less than ten (10) calendar days' written notice of intent to terminate; and
  - b. an opportunity for consultation with the OWNER prior to termination.

If notice of termination for convenience is given, the following shall apply:

  - c. CONTRACTOR shall cease all work on the date indicated in the notice.
  - d. OWNER shall pay the CONTRACTOR for all costs incurred up the date indicated in the notice, but,
  - e. CONTRACTOR shall not seek, or be entitled to, any anticipated profits on work not performed.
3. If termination for default is effected by the OWNER, the OWNER will pay CONTRACTOR 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 CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
8. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONTRACTOR's control.

D. Survivability

The terms and conditions of the Contract regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

E. Covenant Against Contingent Fees

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

F. Gratuities

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:

- a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

G. Insurance

The CONTRACTOR shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit C** within ten (10) working days after OWNER request.

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit C**; incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions set forth in said **Exhibit C**, and shall include costs of such insurance coverage in their prices.

H. Indemnity

The CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly cause, occasioned, or contributed to in whole or in part by reason of any negligent act, errors, omission or fault or willful misconduct whether active or passive of CONTRACTOR or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claimer groundless, false or fraudulent.

Liability of CONTRACTOR shall be limited to foreseeable damages. Any indirect damages like incidental or consequential damages including but not limited to loss of profits or revenue, business interruption, or loss of business information shall be excluded. CONTRACTOR'S liability is capped at a maximum value of total sum of the contract. This cap on liability does not apply to cases of willful misconduct, product liability law, and any mandatory law, nor does it apply where the CONTRACTOR'S insurance covers the liability.

I. Patent Indemnity

CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees; provided OWNER, its officials, employees, volunteers, OWNER's Representative, Authorized Representatives and their employees shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

J. Intellectual Property Indemnity

1. CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract CONTRACTOR shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

3. CONTRACTOR shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the //product/material/Licensed Software// by a final, non-appealable decree, CONTRACTOR shall procure for OWNER at CONTRACTOR's sole expense the right to continue to use the //product/material/Licensed Software//, or to replace or modify said software so as to settle such claim, litigation or threat thereof. If such settlement and such modification to the //product/material/Licensed Software// is not reasonably practical in the opinion of CONTRACTOR, after giving due consideration to all factors including financial expense, CONTRACTOR may discontinue and terminate the //product/material/Licensed Software// upon written notice to OWNER and shall refund to OWNER the unamortized portion of the fees payable hereunder based upon a five (5) year straight-line depreciation, such depreciation to commence on the date the last module of the //product/material/Licensed Software// is installed. The foregoing indemnity shall survive the termination of this Contract.

4. CONTRACTOR's indemnification for the infringement of any patent rights, copyright, trade secret, or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER shall be void if the case of the infringement is due to the OWNER or its employees, servants, agents, or subCONTRACTORs unauthorized modification of the software provided under the terms of this Contract.

K. Cybersecurity Requirements

1. CONTRACTOR shall ensure technology runs on the latest supported OS (in the case of Linux/Windows, at least 64 bit versions of that OS). CONTRACTOR shall ensure product is upgraded before OS reaches end-of-life to a supported OS.
2. CONTRACTOR shall apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release.
3. CONTRACTOR must maintain strong access controls to all devices on OWNER network to which the CONTRACTOR has access. Remote access will only occur using pre-approved methods as defined by OWNER. All remote access will be subject to audit. Only authorized individuals are to access systems on OWNER networks.
4. All network-aware devices will be subject to a security and vulnerability scan by OWNER or OWNER's authorized parties, and all discovered security issues from such scans must be addressed within 30 days.
5. Prior to installation, CONTRACTOR will disclose any security assessments performed and results from those assessments, as well as recommended security practices to mitigate security issues discovered.
6. OWNER will be notified of any and all security breaches that may impact OWNER systems or data held by the CONTRACTOR within two (2) business days.
7. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.

8. CONTRACTOR must maintain cybersecurity insurance coverage.
9. CONTRACTOR will provide Additional Insurance Requirements for IT Vendor or IT Professional Services as described below:
  - Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
  - Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
  - The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations
10. CONTRACTOR will provide a Hold Harmless agreement within ten (10) business days of OWNER's request.
11. CONTRACTOR will provide and maintain in force during the term of this agreement insurance coverage against liability for loss or disclosure of data, including electronic data, network security failure (to the extent made part of the CONTRACTOR's responsibility under this agreement), unauthorized access and/or use or other intrusions, breach of duty to use reasonable care, invasion of privacy, violation of any other legal protections for personal information, transmission of computer virus, worm, logic bomb, or Trojan horses, or misrepresentation where the liability arises from a negligent act or omission by CONTRACTOR. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Upon request, CONTRACTOR shall provide evidence of continuous coverage to Customer.
12. Network and Communications Security
  - a. All CONTRACTOR connectivity to Customer computing systems and all attempts at same will be through Customer's security gateways/firewalls only and in accordance with Customer-approved security procedures.
  - b. CONTRACTOR will not access, and will not permit unauthorized persons or entities to access, Customer computing systems and/or networks without Customer's express written authorization, and any such actual or attempted access will be consistent with any such authorization.
  - c. CONTRACTOR will take appropriate measures to ensure that CONTRACTOR's systems connecting to Customer's systems and anything provided to Customer through such systems do not contain any Disabling Device. For purposes of this agreement, "Disabling Device" means any programs, mechanisms, programming devices, malware or other computer code:
    - (i) designed to disrupt, disable, harm, or otherwise impede in any manner the operation of any software program or code, or any computer system or network (commonly referred to as "malware", "spyware", "viruses" or "worms");



- (ii) that would disable or impair the operation thereof or of any software, computer system or network in any way based on the elapsing of a period of time or the advancement to a particular date or other numeral (referred to as "time bombs", "time locks", or "drop dead" devices);
- (iii) is designed to or could reasonably be used to permit a party or any third party to access any computer system or network (referred to as "trojans", "traps", "access codes" or "trap door" devices);
- (iv) is designed to or could reasonably be used to permit a party or any third party to track, monitor or otherwise report the operation and use of any software program or any computer system or network by the other party or any of its customer

#### 13. Data Protection

CONTRACTOR acknowledges that, in carrying out this agreement, it may have access to certain data pertaining to Customer's business or financial affairs, or to Customer's projects, transactions, clients or customers. CONTRACTOR will not store, copy, analyze, monitor or otherwise use that data except for the purpose of this agreement. CONTRACTOR will comply fully with all applicable laws, regulations, and government orders relating to personally identifiable information ("PII"), Payment Card Industry data (PCI), and data privacy with respect to any such data that CONTRACTOR receives or has access to under this agreement or in connection with the performance of any services for Customer. CONTRACTOR will protect PII / PCI data and will not use, disclose, or transfer across borders such PII / PCI data except as necessary to perform services under this agreement or as authorized by the data subject or in accordance with applicable law.

#### 14. Information Security Breach Notification Clause

CONTRACTOR agrees to notify Customer within two (2) business days in writing of any discovery by CONTRACTOR of any breach or suspected breach of the provisions of this agreement or any loss or unauthorized use, disclosure, acquisition of or access to any Customer confidential information and/or Customer's business systems of which CONTRACTOR becomes aware (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect of the Data Breach and the corrective action taken or to be taken by CONTRACTOR, if any. CONTRACTOR shall cooperate fully with Customer in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach.

#### 15. Penetration Testing

Customer may, at its own discretion, perform internal penetration and vulnerability testing ("Penetration Test") with respect to CONTRACTOR systems and shall provide CONTRACTOR the Penetration Test report. The objective of such Penetration Test is to identify design, implementation, and/or functionality issues in infrastructure of CONTRACTOR's systems that could expose Customer's data, computers, network equipment, and ancillary systems to risks from malicious activities. Penetration Tests will probe for weaknesses within the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to Customer's systems that could be exploited by a malicious party. Within a reasonable period after the Penetration Test has been

performed, Customer shall provide CONTRACTOR a report of any critical, high or medium level security issues that were revealed during such Penetration Test and request that CONTRACTOR remediate any issues directly related to the parking system application. CONTRACTOR will remediate any critical, high, or medium level security issues, and will certify in writing to Customer that such critical level, high level, and medium level security issues have been fully remediated. Any critical level, high level, and medium level security issues that cannot be immediately remediated, or are identified as scan errors, shall be identified and explained in a Remediation Summary to the Customer, along with CONTRACTOR's recommended mitigating controls to address the vulnerability.

#### 16. Security Awareness Program

Without limiting CONTRACTOR's obligation of confidentiality as further described in this agreement and herein, CONTRACTOR will be responsible for establishing and maintaining an information security program that is designed to:

- (i) ensure the security and confidentiality of Customer data;
- (ii) protect against any anticipated threats or hazards to the security or integrity of the Customer data;
- (iii) protect against unauthorized access to or use of the Customer's data;
- (iv) ensure the proper disposal of Customer data where applicable;
- (v) ensure that all subcontractors of CONTRACTOR, if any, comply with all of the foregoing;
- (vi) CONTRACTOR will designate an individual to be responsible for the information security program. Such individual will respond to Customer inquiries regarding system security compliance. CONTRACTOR agrees to conduct formal security awareness training for all service personnel and contractors as soon as reasonably practicable after the time of hiring or prior to being appointed to work on Customer Data and annually recertified thereafter.

Documentation of Security Awareness Training must be retained by CONTRACTOR, confirming that this training and subsequent annual recertification process have been completed, and available for review by Customer.

#### L. CONTRACTOR Information

The CONTRACTOR shall identify if it is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), Nevada Business Enterprise (NBE) or Large Business Enterprise (LBE) utilizing the attached form (**Exhibit D**). The information provided in **Exhibit D** by the CONTRACTOR is for the OWNER's information only.

M. Subcontractor Information

The CONTRACTOR shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB) and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached form (**Exhibit E**). The information provided in **Exhibit E** by the CONTRACTOR is for the OWNER's information only.

N. Audits

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to insure Contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested that relates to the performance of this Contract. All requests for information shall be made in writing to the CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and shall be cause for suspension and/or termination of the Contract.

O. Covenant

The CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

P. Assignment

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of the OWNER shall be void.

Q. Governing Law

Nevada law shall govern the interpretation of this Contract.

R. Term of Contract

OWNER agrees to retain CONTRACTOR for the period from the date of award to May 1, 2022, for the completion of the PARCS PROJECT, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services and materials as required by OWNER within the scope of this Contract.

After substantial completion of the PROJECT has been reached, the ongoing performance of Maintenance Services is to commence (Scope of Work listed below as **Exhibit B**). Term of Contract for these services is to be three (3) years from Notice to Proceed date, with two (2) single year renewal options available to OWNER for extending these services.

S. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

T. Order of Precedence

To the extent of any inconsistency between the Contract, the Exhibits, and any specifications or other documents which are made a part hereof either as an attachment, by reference or otherwise, the Contract and the Exhibits shall govern. To the extent of any inconsistency between the Contract and the Exhibits, the Contract shall govern.

U. Additional Contract Provisions

CONTRACTOR shall comply with the provisions in **Exhibit G** attached hereto.

V. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1991 must comply with the Americans with Disabilities Act Accessibility Guidelines.

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 facsimile, at the following addresses:

TO OWNER: ROSEMARY A. VASSILIADIS, DIRECTOR OF AVIATION  
CLARK COUNTY DEPARTMENT OF AVIATION  
P.O. BOX 11005  
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: JOSEPH GALEAS, SENIOR VICE PRESIDENT OF OPERATIONS  
SCHEIDT & BACHMANN USA, INC.  
1001 PAWTUCKET BLVD.  
LOWELL, MASSACHUSETTS 01854

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

**OWNER:**

CLARK COUNTY, NEVADA

By: \_\_\_\_\_

ROSEMARY A. VASSILIADIS  
Director of Aviation

**CONTRACTOR:**

SCHEIDT & BACHMANN USA

By: \_\_\_\_\_

JOSEPH GALEAS  
Senior Vice President of Operations

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By: \_\_\_\_\_

TIMOTHY BALDWIN  
Deputy District Attorney

**EXHIBIT A  
SCOPE OF WORK  
CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE  
CBE-1119**

**Equipment Upgrades: T1 Public & Employee Garages, T3 Public & Employee Garages, Economy Lot, Terminal 1 Economy Lot, Remote Lot & C-Bus Plaza.**

QTY	Item	Description	Unit Price	Total
25	entervo.entry	Ticket Dispenser w/ TPU for MagStripe & Barcode Processing/ Front Facing Barcode Scanner/ Proximity Card Reader/ Color Screen/Loop Detector	\$ 10,399.40	\$ 259,985.00
25	entervo.exit	Exit Verifier w/ TPU for Magstripe & Barcode Processing/ Front Facing Barcode Scanner/ Proximity Card Reader/ Color Screen/ Receipt Printer	\$ 11,049.00	\$ 276,225.00
27	entervo.lane xl	Employee only Entry/Exit Device w/ Proximity Card Reader/ color screen/ loop detector/lane logic	\$ 4,340.70	\$ 117,198.90
9	entervo.pay	Cash & Credit Pay on Foot Station w/ Touchscreen/ Front Facing Barcode Scanner/ Bill to Bill Bank Note Recycler/Receipt Printer	\$ 24,997.00	\$ 224,973.00
20	entervo.pay Cashless	Credit Card Only Pay on Foot Station w/Front Facing Barcode Scanner/Receipt Printer	\$ 13,663.35	\$ 273,267.00
123	Barrier Gate	Elka P3000 Barrier Gate	\$ 2,470.00	\$ 303,810.00
54	Windcave	Windcave Contact & Contactless EMV Reader / Readers included on payment devices only (Windcave Merchant Services)	\$ 581.25	\$ 31,387.50
1	EMV Configuration	EMV Configuration	\$ 2,451.25	\$ 2,451.25
46	entervo.lane	entervo.lane control board for Helix gates & stand alone barriers	\$ 1,465.95	\$ 67,433.70
50	LPR Camera	Quercus Smart LPR Camera	\$ 2,901.25	\$ 145,062.50
1	Quercus Interface & ICP	Quercus Interface/2 ICPs/ One time set up fees	\$ 23,059.95	\$ 23,059.95
50	LPR Annual License	LPR Annual License Fee per lane	\$ 90.00	\$ 4,500.00
1	Configuration	Configuration of equipment/Project Management/ Commissioning & Testing	\$ 162,320.40	\$ 162,320.40
1	Installation	Equipment Bolt Down	\$ 300,072.50	\$ 300,072.50
1	Freight	Shipping & Travel	\$ 70,062.05	\$ 70,062.05

**Project Total: \$ 2,261,808.75**



**Notes:**

- CONTRACTOR to update entervo to latest service pack.
- Reuse Intercom
- Implementation of EMV processing requires separate network connection. Separate network for EMV not included in EMV costs above.
- EMV agreement to be established between the airport and EMV partner.
- There is inherent risk in accepting credit card payments in offline mode. Owner understands the system must be monitored very closely in order to minimize the potential loss of revenue as a result of declined credit cards. It is recommended that the Owner regularly review credit card processing activity; the reconciliation of credit card revenue with bank deposits is the responsibility of the Owner. Contractor will not indemnify, or be held liable, for any loss of revenue caused by a default in the Owner's IT systems. Contractor may be held responsible for off-line losses resulting from failure in Contractor provided hardware or software.

**EXHIBIT B**  
**SCOPE OF WORK**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE,**  
**MAINTENANCE SERVICES**  
**CBE-1119**

**1. Overview**

- 1.1 Scheidt & Bachman USA, Inc. (Contractor) shall provide maintenance, repair and service support for the Parking Access and Revenue Control System (PARCS) installed at McCarran International Airport (Owner), encompassing all of the Contractor application system components (S&B proprietary application software and any embedded third party components) required to operate the system in a production environment. There are various parking locations in and around the main Airport facility that are to be serviced and maintained. This service shall be available twenty-four (24) hours per day, seven (7) days per week.
- 1.2 Contractor represents and warrants that all services to be performed by its technicians or authorized service representatives as contemplated under this Scope of Services shall be performed in a competent and professional manner by employees of appropriate training and experience. All work shall be warranted to be free of mechanical, electrical, programming or software defects. Any indication of said defects shall be repaired or replaced at no additional cost to the OWNER.

**2. Scope of Work**

- 2.1 The support to be provided by the Contractor under this agreement is designed to provide the Owner with complete integrated Level 2 Service system support (hardware and software) for the PARCS. Level 2 Service consist of diagnosis of problems or issues with the PARCS and reasonable commercial efforts to resolve reported and verifiable errors in the PARCS so that the PARCS performs in all material respects as described in the associated system documentation. Contractor shall use reasonably commercial efforts and work continuously, on-site or remotely, or both, as necessary until the problem is resolved and/or the PARCS performs in all material respects as described in the associated system documentation. Contractor is required to establish and maintain the organization and processes required to provide Level 2 Service of the PARCS to the Owner.
- 2.2 Level 2 Service establishes the Owner or its representative(s) as the primary maintenance agency responsible for Level 1 Service. The Owner is required to establish and maintain the organization and processes to provide Level 1 Service for the PARCS directly to its users. Level 1 Service is the initial support level responsible for basic customer issues and is not covered under this Agreement and include the following tasks:
- i. Clearing of ticket jams
  - ii. Resetting loop detectors
  - iii. Replenishing ticket stock
  - iv. Replenishing receipt paper rolls
  - v. Administration of Owner user accounts
  - vi. Clearing of bill jams in Pay on Foot machines
  - vii. Rebooting of system workstations or field devices
  - viii. General cleaning of cashier booths (internal and external)
  - ix. Replacement of License Plate Recognition station light bulbs
  - x. Replacement of missing or damaged gate arms and mounting nuts/bolts
  - xi. General cleaning of paper dust and/or dirt from ticket path mechanisms of ticket issuing machines
- 2.3 The service coverage included in the Agreement is for all hardware and software supporting the PARCS equipment and sub-systems and includes, but is not limited to spare parts, materials, labor, software, testing equipment and tools necessary to fully support the PARCS covered by the agreement.
- 2.4 Contractor shall provide two (2) full-time, qualified technicians on-site for a total of eighty (80) hours per week to provide routine maintenance service support.
- 2.5 Owner will provide Contractor with an area to serve as an office/workspace for the on-site Field Service Technician. It is the responsibility of the Contractor's Field Service Technician to keep the office/workspace area clean and free of all hazards.

### 3. **Service Requests and Service Support**

- 3.1 All service related issues are to be reported to the Contractor's West Region Service Center via phone, email or the US Service Request Portal to ensure that all incidents are logged. Contractor contacts for Level 2 Service & Account Management Support are provide below. Service Center business hours are from 8am to 6pm MST Monday through Friday. Our after-hours service is staffed 24 hours per day, seven (7) days per week, by an answering service. The answering service is designated to contact the appropriate on-call personnel for problem resolution.

USA Service Request Portal <https://servicesupport.scheidt-bachmann-usa.com/>

West Service Calls (business hours): 1-781-262-6631

Service Calls (after-hours): 1-866-959-9799  
[westregionservicecenter@s-b-usa.com](mailto:westregionservicecenter@s-b-usa.com)

West Escalations: Angie Peebles 916-240-1645  
[peebles.angela@scheidt-bachmann-usa.com](mailto:peebles.angela@scheidt-bachmann-usa.com)

Account Management: Dan Biscobing 602-332-0767  
[biscobing.daniel@scheidt-bachmann-usa.com](mailto:biscobing.daniel@scheidt-bachmann-usa.com)

- 3.2 Contractor's West Region Service Center staff answering calls or responding to calls shall be capable of using the Owner-provided communications link to remotely log into the PARCS in order to identify and troubleshoot the problem. This link will be available twenty-four (24) hours per day, seven (7) days per week. No changes may be made by the Contractor to the live system without advance written permission from the owner. Contractor will follow procedures defined by the Owner to gain remote access to the PARCS.
- 3.3 Service Incidents that cannot be resolved remotely by our Service Center Support Technician will be dispatched to a qualified Field Service Technician. Service Incidents that cannot be resolved by an on-site Field Service Technician will be escalated for remote support from our Technical Service Group for advanced level support.
- 3.4 The Owner and Contractor shall establish a written list of Owner personnel who are authorized to remove and replace hardware components in the support and maintenance of the PARCS. Changes to the list shall be made as mutually agreed by the Owner and Contractor and kept current and on file at all times with the Owner's designated Operations Manager. Support and maintenance of the PARCS beyond the removal and replacement of hardware components shall require the completion of Contractor Level II training and certification for the latest version of the Contractor software application in production at the Owner.
- 3.5 The Owner and Contractor shall establish a written list of owner personnel authorized to initiate service requests to Contractor for maintenance and support of the PARCS. The written list shall be kept current to reflect changes in authorized personnel for the duration of the Agreement. Contractor shall not accept service requests from any Owner personnel not documented on the written list.
- 3.6 **Emergency Maintenance Service** shall be available 24 hours a day, seven (7) days a week. Emergency Service will be provided when service is required due to the failure of a critical component of the system (hardware or software) that significantly impairs the operation of the system as determined by the owner. Emergency response will only be required when the failure of a critical component or sub-system creates a situation for the Owner that substantially hinders airport operations, negatively impact airport safety or security, or results in revenue loss to the Owner. When an emergency response is required, as determined by the Owner, the Owner is directed to call the emergency contact number for the contractor at any time, 24 hours per day, 7 days per week, and 365 days per year. All emergency calls will receive a response call from the Contractor within 15 minutes of the notification by the Owner. Contractor will use good faith efforts to respond on site to all emergency calls within two (2) hours after receiving a request for emergency service. Contractor will work diligently, on or off site to provide the owner complete problem resolution. In the event that and emergency service issue is not cured within two (2) hours, the Owner may escalate the failure to Contractor's West Region Service Manager and require Contractor to continuously apply additional and/or more expert resources to rectify the failure. The Contractor Emergency Hotline number is: (866) 959-9799.
- 3.7 **Non-Emergency Maintenance Service** is provided by this contract for those items requiring remote system support from Contractor of a non-emergency nature. Contractor will provide remote support via dial-up or dedicated network connectivity through their headquarters in Lowell, Massachusetts and their worldwide headquarters in Monchengladbach, Germany. The on-site technician will initiate this remote support. Contractor will respond to request for remote service support within 24 hours of notification of the requirement or by next regular business day to schedule a completion date for the work. Request for remote access will be granted by

the OWNER with the approval of the Parking Manager via VPN Token. Contractor shall keep the Owner apprised of any staff changes.

- 3.8 **Routine Maintenance Service** shall be provided between the hours of 8am and 5pm, Monday through Friday, exclusive of recognized Federal Holidays. Routine Service will be provided for requirements of a non-emergency nature that require service by the Contractor during normal operating hours. Routine Service will normally be provided during the next normal business day. When Service is required of a routine nature, the owner is directed to contact the Contractor during normal business hours at the designated contact number provided by the Contractor. The designated contact number for routine service request is (781) 262-6631. Routine Service may be requested outside of the specified normal business hours. When Routine Service is requested outside of normal business hours the labor will be billable at the Contract's billable rate for after-hours Service.
- 3.9 **Preventative Maintenance Service** shall be provided four (4) times per year, one (1) per quarter of the Agreement. All reasonable efforts will be made by Contractor to limit any interference with normal parking facility operations. Upon the completion of a Preventative Maintenance cycle, an electronic report with the tasks completed will be emailed to the Owner's primary point of contact(s) for review and approval.
- 3.10 Contractor's Field Service Technicians shall be factory trained, certified and authorized. Contractor's Field Service Technicians shall be knowledgeable with all the latest updates, improvements and enhancements, and be aware of Owner's procedures and the handling of emergency situations. Contractor's Field Service Technicians shall not only understand the Contractor's original equipment Manufacturer (OEM), but also have the knowledge of the equipment that is non-OEM that was originally installed by the Contractor and necessary for the PARCS operation to work in conjunction with the Contractor's OEM. No modifications or changes are made to the owner's PARCS without approval of the Owner.

#### **4. Semi-Annual Equipment Review**

- 4.1 Contractor shall schedule and complete a semi-annual equipment review, which shall provide the Owner with a current list of all installed PARCS equipment. The Owner will participate in the equipment review with Contractor. This semi-annual report shall include summary of check-up and any suggested improvements and enhancements to the system.

#### **5. Monthly Service Report**

- 5.1 All activities performed by Contractor shall be recorded in Contractor's tracking system (ServiceNow) and a report shall be provided on a monthly basis to the Owner together with the monthly invoices.

The monthly service report, at a minimum, shall be compliant of the individual work orders detailing specific work performed. This monthly report shall be in addition to the daily e-mail exchanges between the Contractor's Field Service Technicians and Owner's staff that documents the numerous routine maintenance action items that the Contractor's Field Service Technicians respond to. In the event that the Owner implements a maintenance management system to track all service work performed, the Contractor's Field Service Technicians shall be trained by the Owner and will be required to utilize the program.

#### **6. Spare Parts**

- 6.1 During the term of this Agreement, the spare parts inventory shall be clean and free of hazards. The spare parts are owned and provided by the owner for use by the Contractor. The parts room inventory shall be maintained and replenished by the Contractor. Inventory parts shall be replenished by the Contractor as parts are utilized for repairs insuring a consistent availability of spare parts.
- 6.2 Contractor shall provide an updated spare parts list to Owner for review semi-annually. This updated spare parts list shall include current available spare parts, prices and recommended minimum inventory count, required to maintain and operate the PARCS for the duration of the Agreement. Contractor commits to maintaining the spare parts inventory to minimum or above minimum thresholds at all times.
- 6.3 Contractor will make all reasonable efforts to ensure the availability of spare parts and equipment for up to ten (10) years from the time of the original installation date. Where parts are no longer available, whether due to obsolescence or otherwise, Contractor may, but is not obliged to, provide substitutes with equivalent



functionality. If a substitute component with equivalent functionality is not available due to the age of the existing PARCS equipment and results in the need for a full device replacement, Contractor will quote the Owner a full device replacement with Scheidt & Bachmann's latest generation of equipment at that time with a scope of work under a separate purchase order. Older generation equipment that is removed from the Owner's operation as a result of a full device replacement will be maintained as the Owner's spare parts inventory.

NOTE: This condition does not represent a guarantee to purchase, but rather represents an option to purchase necessary spare parts at the Owner's discretion. A request for spare parts will be generated by the Owner's Operation Manager in writing to Contractor and a copy of this request will accompany the related invoice. Contractor will provide a quotation for any parts or services within ten (10) business days of receiving the request.

- 6.4 The warranty for any new parts provided by the Contractor under the terms of the Agreement shall be limited to one (1) year, and for refurbished parts, the warranty shall be limited to 90 days.
- 6.5 The Owner will be responsible for issuing purchase orders for replacement of third-party spare parts that are not manufactured by the Contractor, but are utilized in the Contractor's equipment.

## **7. Additional Professional Services**

- 7.1 Additional Professional Services shall be requested by the Owner through the issuance of a written task order signed by the Owner and Contractor, which task order shall be made a part of and incorporated into the Agreement as though fully set forth in this Agreement without the need for a formal amendment to the Agreement. The task order shall include a description of the Additional Professional Services, the deliverables, schedule for performance, cost, and method and timing of payment.
- 7.2 Additional Professional Services may be requested by the Owner for special or as-needed services such as:

- i. Database server Oracle patching
- ii. Addition or modification of coupons
- iii. Solutions support and development
- iv. Migration to new credit card clearinghouse
- v. Modifications to rate or validation structures
- vi. PCI-DSS Compliance support and consultation
- vii. Evaluation of the License Plate Recognition read rate
- viii. Other consulting or technical services as required by the OWNER
- ix. Implementation of Contractor-recommended Windows patching
- x. Support with automation and integration of new products and services
- xi. Procurement and installation of PARCS related equipment for software upgrades
- xii. Procurement and installation of PARCS related equipment for hardware upgrades
- xiii. Attendance at meetings for projects outside of the scope of work of the Agreement
- xiv. Relocations and/or removals of system equipment (lane devices and pay-on-foot devices)

- 7.3 Additional Professional Services are not included in the compensation of this Agreement and shall only be provided to the Owner upon written proposal from Contractor, and is approved and signed by the owner. Upon the request by the Owner, Contractor shall provide such services as are necessary and available with respect to the system to expand or modify the PARCS system to meet the OWNER's requirements.
- 7.4 The execution of Additional Professional Services will require an approved scope of work. Contractor will coordinate with the owner on the scope of work and requirements to carry out the additional services. The Owner agrees to pay additional charges for such services at Contractor's current labor and material rates.

## **8. Training**

- 8.1 New installation of equipment and software approved by the Owner shall be fully tested by the Contractor prior to active service. Once completed, Contractor shall provide owner with written documentation on engineering drawings, manuals, test scripts and operational procedures as it applies. Contractor's Field Service Technicians shall provide knowledge training to owner as required.
- 8.2 In order to ensure that the Owner's staff has the most up-to-date information, Contractor shall provide training to the Owner's staff on an as-needed basis or upon request by the Owner.

- 8.3 Training shall take place at a facility designated by the Owner and will be conducted using a combination of hands on training and classroom style presentations. Contractor requests that the Owner provide an easily accessible training room with enough room to accommodate ten to twelve participants. The training facility should have a network connection to the PARCS or internet and a remote connection to the Contractors server.

## **9. Oracle, Windows Security Patching and Updates**

- 9.1 The Owner is responsible for ensuring its support agreements are up to date with infrastructure providers that support the PARCS solution. These providers include Oracle, Microsoft, Cisco, Dell, Java, etc. It is through these agreements that the Owner will secure the necessary security patches, upgrades, and maintenance to ensure all regulatory compliance for its system.
- 9.2 The Owner will make available all necessary internet connectivity from the servers to the internet to perform software updates as recommended by Contractor. Contractor will honor the policies and procedures as provided by the Customer's IT staff with regard to access to the system.
- 9.3 Contractor will provide Owner with a list of Microsoft operating system critical patches/service releases that will not cause harm to the PARCS. Implementation of Contractor recommended Windows patches in the production system will be the responsibility of the Owner. The list of recommended Windows patches will be provided to the Owner within 30 days of patch release by Microsoft.
- 9.4 Implementation of Oracle patches in the database server is not included as part of this Agreement. However, the service can be provided utilizing the Additional Services hourly rate for a DB/Application Specialist. The list of recommended Oracle patches shall be provided to the Owner within 90 days of the patch release by Oracle.
- 9.5 All Oracle database maintenance on the PARCS Servers and enterprise environment will be coordinated through the Owner's "Change Management Board and Database Administration".
- 9.6 The Contractor shall update/patch all Contractor installed software, including third party products, throughout the life of the Agreement to ensure uninterrupted support. Contractor shall update all Contractor installed software that has been identified as having a security liability when software developer has a patch/update available to correct the security liability.
- 9.7 Contractor will be responsible for supporting Entervo and all third party software installed by the Contractor including configuration and updates. When the third party software is no longer supported by the vendor or has security vulnerabilities, it will be updated, replaced or removed by the Contractor without adversely affecting the operations of PARCS. Workarounds can be negotiated with the Owner.
- 9.8 Contractor shall provide Owner in advance, in writing of any future software upgrades that will include new functions. Owner will determine if the cost of additional upgrades warrant installation. Contractor shall make available to the Owner, normal software improvement releases (updates) when they become available.
- 9.9 The demarcation for network communication responsibilities will be the network switch located at the Contractor's field device (pay stations, cashier booths, entry/exit equipment, etc.). The Owner will be solely responsible for all aspects of the network operations up to, including and between the network switch located at the Contractor's field devices and the data center.
- 9.10 A Copy of all core software, updates, and upgrades will be provided to Owner to be deposited in Owner escrow account within ten (10) days of implementation or installation. The escrowed materials shall include software codes, appropriate compilers(s), tools, and instructions to fully execute the escrowed software. The escrowed materials shall reflect the Owner's PARCS at the time of acceptance and following any significant application updates or upgrades. Owner is responsible for depositing the software submittals into escrow, maintaining contracts with the Escrow Agent, and ensuring that the escrow deposits are maintained as needed. Contractor shall demonstrate to owner that the copies of the software have been submitted in the timeframe set forth above. Owner shall have the option of implementing any updates or upgrades. Any updates or upgrades not implemented shall not be submitted for escrow. All enhancements done must be accompanied by an accurate evaluation and completely documented.

## **10. License Plate Recognition Performance Requirements**

- 10.1 LPR System shall continue to acquire an image of a vehicle's entire license plate at a 99% rate for all non-exception vehicles as defined within this section. The intent of the 99% capture rate is to have a visual record of 99% of all non-exception license plates entering the facility.



- 10.2 LPR System shall continue to achieve an N Factor rating of 85% meaning specifically that the LPR System shall read all license plate characters, exclusive of stacked characters, correctly 85% of the time for all non-exception vehicles as defined with this section. Missing, misread, or additional characters as determined by the LPR Sub System shall be counted against the read accuracy (i.e. if a license plate contains six standard characters "ABC123", the N=6. Therefore, in order for the system to achieve an "N" read, the system must return the LPN "ABC123" exactly).
- 10.3 LPR System shall continue to achieve an N-2 Factor rating of 96.5% meaning specifically that the LPR Sub System shall read all but two LPN characters, exclusive of stacked characters, correctly 96.5% of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Sub System shall be counted against the read accuracy (i.e. if a license plate contains six characters "ABC123", the N=6. Therefore, in order for the system to achieve an N-2 read, the system must return the LPN "C123", "ABC123", "CCC123 ", "ABRR23", "1ABC1231", etc.). Characters before or after the license plate character shall count against the read rate.
- 10.4 The LPR/OCR performance is not only subject to accurate image capturing, it also relies on the good condition of the LP itself. LP condition, which hinder the functions of the LPR/OCR Sub System are excluded from the calculation of the performance rate. Such exclusions shall include, but not limited to, the following circumstances:
- a. LP is obstructed, obscured or encroached or LP characters are obstructed, obscured or encroached 3/8 inch by foreign objects (trailer hitches, license plate frames, license plate shields, stickers, license plate graphics, dirt, snow).
  - b. NO LP, Temporary LP, Motorcycle LP, Non-reflective LP, LP with defective paint, bent LP, damaged LP, improperly mounted LP and LP on oversized vehicles (those vehicles that have a total length as measured from center of the driver's side window to the rear of the bumper greater than 12 feet).
    - i. LP variants (design or syntax), come into force after the date of Agreement.
    - ii. LP with stacked or special characters.
- 10.5 At vehicle entry, the total elapsed time from the point a vehicle triggers the picture grab zone to the point where the LPR Sub System submits a valid LPN into the LPR database active inventory shall not exceed two seconds for any single event; provided the network is performing properly and the required bandwidth and communication speed is available.
- 10.6 At vehicle exit, the total elapsed time from the point a vehicle triggers the picture grab zone to the point where the LPR Sub System communicates a successful or unsuccessful correlation message to the exit lane shall not exceed two seconds for any single event; provided the network is performing properly and the required bandwidth and communication speed is available.

## **11. Electrical Signage, UPS Units and Loops**

- 11.1 Under the term of this Agreement, Contractor will be responsible for supporting third party software and hardware installed by the Contractor of electrical signage, UPS units and loops. Support for labor and support for parts are covered under the compensation of this agreement. When the third party software or hardware is no longer supported by the vendor or has security vulnerabilities, it will be updated, replaced or removed by the Contractor without adversely affecting the operations of PARCS. Workarounds can be negotiated with the Owner.

## **12. Exclusions**

- 12.1 This agreement does not include any changes or improvements to the system's functionality other than necessary technical modifications performed by Contractor. Contractor shall have no obligation to provide maintenance services in the event of any defect or damage which arises or develops from:
- i. Use or maintenance of the PARCS hardware or software by the Owner, its employees or agents other than in accordance with the Operating manuals;
  - ii. Alterations to the hardware or software made by the Owner, its employees or agents
  - iii. Any negligent act or omission of the Owner, its employees or agents
  - iv. Design, material, software or interface furnished by the Owner or a third party;
  - v. Viruses brought into the Owner's system by interfaces or data carriers that are not under Contractor's control;

- vi. Vandalism or vehicular strikes
- vii. Acts of God, i.e. an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution.

- 12.2 Contractor is not responsible for providing consumables which are defined as tickets, chip coins, receipt and printer paper, and gate arm mounting nuts and bolts.
- 12.3 All server hardware.
- 12.4 All backup hardware.
- 12.5 All third party PC (i.e. Dell) hardware used in Global Encoding Stations and Exit Cashier Stations.

### **13. Compensation and Description of Fees**

- 13.1 The base compensation amounts for this Agreement shall be for a term of three (3) years with two (2) one (1) year options to extend the Agreement. The rate schedule includes a built in escalation of five (5) percent per year.

Year 1 Annual Base	\$ 26,250
Year 2 Annual Base	\$ 26,250
Year 3 Annual Base	\$ 518,304
Year 4 Annual Base	\$ 542,907 (optional renewal period)
Year 5 Annual Base	\$ 568,740 (optional renewal period)

- 13.2 The annual allowances for Additional Professional Services for this Agreement shall be for \$300,000.00
- 13.3 Hourly rates for Additional Professional Services are as follows:

#### **Field Technician Service Support**

08:00am – 05:00pm	Monday to Friday	\$141.75 per hour
05:01pm – 12:00am	Monday to Friday	\$173.25 per hour
12:01am – 07:59am	Monday to Friday	\$231.00 per hour
Weekends and recognized Federal Holidays		\$231.00 per hour

#### **Database Application Specialist**

08:00am – 05:00pm	Monday to Friday	\$250.00 per hour
05:01pm – 12:00am	Monday to Friday	\$375.00 per hour
12:01am – 07:59am	Monday to Friday	\$500.00 per hour
Weekends and recognized Federal Holidays		\$500.00 per hour

#### **Project Management and Consulting Services**

08:00am – 05:00pm	Monday to Friday	\$300.00 per hour
Only available during standard business hours		

#### **Training US (remote and on-site)**

08:00am – 05:00pm	Monday to Friday	\$250.00 per hour
Only available during standard business hours		

**APPENDIX A**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
1	Architecture	Application shall run as a service, not an application (require a login to access the PARCS software on the servers).
2	Architecture	Automatic detection and reporting of fault conditions and equipment failures. Categorize fault condition by severity and display alarm notification on the system GUI as well as generate messages back to the Owner's management system for any individual fault condition, category of fault, or Owner-selected group of faults.
3	Architecture	All equipment performing a like function and of the same part number to be fully interchangeable without the requirement for physical modifications.
4	Architecture	Provide device autonomy such that no single point of failure of a device causes an operational failure of surrounding devices.
5	Architecture	Provide centralized management of the PARCS.
6	Architecture	<p>The PARCS shall provide an online, real-time Command Center Functionality (CCF) that performs the following five (5) primary functions at a minimum:</p> <ol style="list-style-type: none"> <li>1) Equipment Monitoring - provides the status for each device and PARCS component.</li> <li>2) System Alarms - notifies via selected alarms of device equipment status either online or offline and problem reporting.</li> <li>3) Event Log - records PARCS activity and assigns each event a unique code so that event frequencies can be found.</li> <li>4) Equipment Activation Functions - used to operate devices remotely from the CCF workstation.</li> <li>5) Remote transaction processing such as: Unreadable ticket, lost ticket, open gate, close gate, lock/unlock gate, reset etc.</li> </ol>
7	Architecture	<p>Processing redundancy shall be built into the system. The Contractor shall provide a system such that processing credit card transactions shall not degrade the time allowed for positive authorizations. The PARCS shall process and store credit card transactions at each field device that accepts credit cards while in an offline mode due to a communication loss. Specifically, each payment device shall be capable of processing and storing credit card transactions in a PCI compliant manner during a communication loss regardless of where in the network the communication loss occurs. Each credit card processing device shall provide storage capacity for up to 1,000 offline transactions. Once communication is reestablished, the system shall forward authorization for all credit card transactions that were processed while offline. If a credit card transaction is denied, the Owner shall receive notice of such denial and the denial will be recorded in the PARCS database and reflected on the PARCS reports.</p>

**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
8	Architecture	Support network performance monitoring tools for monitoring all PARCS devices.
9	Architecture	Provide ability to pull log files from PARCS into Owner's Splunk application.
10	Cash/Credit Card Pay-on-Foot (POF) Stations	POF shall have the following features and functions: Access door with appropriate tamper-resistant locking system that provides a centralized log entry, and alerting via SNMP or other integrate-able mechanism to ensure the Owner's security team is immediately notified in the event of an unauthorized entry
11	Cash/Credit Card Pay-on-Foot (POF) Stations	Utilize visual instructions for customers to understand the sequence of events to complete a transaction
12	Cash/Credit Card Pay-on-Foot (POF) Stations	Issues audio voice instructions to compliment the visual instructions. Feature can be set on or off.
13	Cash/Credit Card Pay-on-Foot (POF) Stations	Color customer interface monitor/screen
14	Cash/Credit Card Pay-on-Foot (POF) Stations	Cancel button that allows a customer to cancel a transaction once a parking ticket has been inserted
15	Cash/Credit Card Pay-on-Foot (POF) Stations	Static text/instructions in English or other approved language with universal icons and graphics
16	Cash/Credit Card Pay-on-Foot (POF) Stations	Customer interface with two user-selective languages at a minimum, including English and Spanish
17	Cash/Credit Card Pay-on-Foot (POF) Stations	Integrated and on-line within the PARCS utilizing TCP/IP
18	Cash/Credit Card Pay-on-Foot (POF) Stations	Dip-style credit card reader capable of reading and accepting payments from inserted magnetic stripe and EMV chip-based credit cards
19	Cash/Credit Card Pay-on-Foot (POF) Stations	NFC credit card reader capable of reading and accepting payments from NFC credit cards and NFC enabled mobile devices, payments accepted from Apple Pay, Android Pay, Capital One Wallet, PayPal, and Samsung Pay at a minimum
20	Cash/Credit Card Pay-on-Foot (POF) Stations	Capable of completing on-line, real-time credit card authorization
21	Cash/Credit Card Pay-on-Foot (POF) Stations	Ability store credit card authorization requests while operating in off-line mode and forward stored transactions for approval upon restoration of communications. Each credit card processing device shall provide storage capacity for up to 1,000 offline transactions.
22	Cash/Credit Card Pay-on-Foot (POF) Stations	Accept payment by cash (bills only, no coins)
23	Cash/Credit Card Pay-on-Foot (POF) Stations	Compute change
24	Cash/Credit Card Pay-on-Foot (POF) Stations	Bank note acceptor vault.
25	Cash/Credit Card Pay-on-Foot (POF) Stations	The Contractor shall propose procedures for updating software on the bank note acceptors.

**APPENDIX A - CONTINUED  
FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
26	Cash/Credit Card Pay-on-Foot (POF) Stations	A recycling bank note acceptor.
27	Cash/Credit Card Pay-on-Foot (POF) Stations	Bill vaults (acceptor and change) shall be self-locking and secure from external tampering (opening mechanism shall be given to the Owner).
28	Cash/Credit Card Pay-on-Foot (POF) Stations	Ability to process split payment transactions, i.e. the customer can insert partial cash payment and the amount due will be reduced accordingly. Then the remaining amount due can be paid via credit card.
29	Cash/Credit Card Pay-on-Foot (POF) Stations	Requires a key to open the POF access door, all POF keyed alike. Once the access door is opened, a password entry or other access control as approved by the Owner shall be completed within a user selectable time frame (minutes) before an alarm shall be initiated.
30	Cash/Credit Card Pay-on-Foot (POF) Stations	Barcode reader integrated into the face of the POF capable of reading 1D/QR Codes including reading pre-printed coupons/validations and electronic barcodes/QR Codes displayed on mobile devices
31	Cash/Credit Card Pay-on-Foot (POF) Stations	Stand-alone functionality that allows the POF to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. POF shall provide storage capacity for up to seven (7) days' worth of offline transactions (EMV chip payment transactions are limited to 1,000 transaction per device).
32	Cash/Credit Card Pay-on-Foot (POF) Stations	Alarm for POF offline condition to be displayed on the PARCS GUI
33	Cash/Credit Card Pay-on-Foot (POF) Stations	Log when a POF cabinet has been opened or closed with date and time recorded in real-time on the system event log
34	Cash/Credit Card Pay-on-Foot (POF) Stations	Receipt generation - Upon successful payment, print a receipt with a distinctly different appearance than the parking ticket that includes: 1) Owner-approved header 2) Transaction number 3) POF number 4) Entry date/time and payment date/time 5) Length of stay 6) Parking fee 7) Validation/discount applied, if applicable 8) Cash amount paid, if applicable 9) Change due, if applicable 10) Credit card amount paid, if applicable 11) Credit card type 12) Last 4 digits of credit card number
35	Cash/Credit Card Pay-on-Foot (POF) Stations	User configurable option to change receipts to be auto issue or by request. The configurable timeout function for receipt request will initially set for 15 seconds or until the next ticket is inserted.
36	Cash/Credit Card Pay-on-Foot (POF) Stations	Receipt Stock Low alarm generated on PARCS workstation

**APPENDIX A - CONTINUED  
FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
37	Cash/Credit Card Pay-on-Foot (POF) Stations	Receipt Stock Out alarm generated on PARCS workstation
38	Cash/Credit Card Pay-on-Foot (POF) Stations	Dispenses change (\$1, \$5 and \$10 bills) without escrow feature. Bill dispensing capacity reduced to two (2) bill types with the use of escrow feature.
39	Cash/Credit Card Pay-on-Foot (POF) Stations	Four-way bank note acceptor capable of accepting all U.S. bank note types in circulation at time of contract signing and user upgradable as new bank note types are released (old and new U.S. bill types); \$1, \$5, \$10, \$20, \$50 and \$100 with escrow feature. The bank note acceptor shall be capable of being expanded to accommodate additional bill types as they are released.
40	Entry Stations (ES)	Access door with appropriate tamper-resistant locking system.
41	Entry Stations (ES)	Push button/touch screen ticket dispenser
42	Entry Stations (ES)	Issues one time and date stamped mag-stripe or barcode parking ticket for each ticketed entry transaction.
43	Entry Stations (ES)	Machine readable ticket encoding that is compatible with all other components
44	Entry Stations (ES)	Unique ES identifier encoded and printed on each ticket
45	Entry Stations (ES)	Proximity card reader reads and verifies RFID credentials, capable of reading Owner's existing HID Class 26 credentials
46	Entry Stations (ES)	Ticket stock capacity of 2,000 or more tickets
47	Entry Stations (ES)	Barcode reader integrated into the face of the ES capable of reading 1D/QR codes including pre-printed coupons/validations and electronic barcodes/QR codes displayed on mobile devices.
48	Entry Stations (ES)	Issues audio voice instructions to compliment the visual instructions. Features can be set on or off.
49	Exit Stations (EX)	NFC credit card reader capable of reading and accepting payments from NFC credit cards and NFC enabled mobile devices, payments accepted from Apple Pay, Android Pay, Capital One Wallet, PayPal, and Samsung Pay at a minimum
50	Exit Stations (EX)	Ticket verifier
51	Exit Stations (EX)	Barcode reader integrated into the face of the ES capable of reading 1D/QR codes including pre-printed coupons/validations and electronic barcodes/QR codes displayed on mobile devices
52	Exit Stations (EX)	Machine readable ticket encoding that is compatible with all other PARCS components
53	Exit Stations (EX)	Reads and verifies paid and validated tickets
54	Exit Stations (EX)	Retraction bin for retaining retracted tickets
55	Exit Stations (EX)	Proximity card reader the reads and verifies RFID credentials, capable of reading Owner's existing HID Class 26 credentials
56	Exit Stations (EX)	Color display with minimum 5" display
57	Exit Stations (EX)	Utilize visual instructions for customers to understand the sequence of events to complete a transaction.



**APPENDIX A - CONTINUED  
FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
58	Exit Stations (EX)	Issues audio voice instructions to compliment the visual instructions. Feature can be set on or off.
59	Exit Stations (EX)	Stand-alone functionality that allows the EX to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. EX shall provide storage capacity for up to seven (7) days' worth of offline transactions. (credit card payment transactions are limited to 1,000 transactions per device)
60	Exit Stations (EX)	Ability store credit card authorization requests while operating in off-line mode and forward stored transactions for approval upon restoration of communications. Each credit card processing device shall provide storage capacity for up to 1,000 offline transactions.
61	Exit Stations (EX)	Alarm for EX offline condition to be displayed on the PARCS GUI
62	Exit Stations (EX)	<p>Receipt printer that is capable of producing receipts for all transactions</p> <p>1) Upon successful payment, print a receipt that includes:</p> <ul style="list-style-type: none"> <li>a) Owner-approved header</li> <li>b) Transaction number</li> <li>c) Exit lane number</li> <li>d) Entry date/time and Exit date/time</li> <li>e) Length of stay</li> <li>f) Parking fee</li> <li>g) Validation/discount amount, if applicable</li> <li>h) Payment type</li> <li>i) Credit card type</li> <li>j) Last 4 digits of credit card number</li> </ul> <p>2) User configurable for receipts to be auto-issue or by request</p>
63	Exit Stations (EX)	Receipt stock low alarm generated on the PARCS GUI
64	Exit Stations (EX)	Receipt stock out alarm generated on the PARCS GUI
65	Functional Requirements	Command Center Functionality as defined herein with the ability to view the status of all facilities in a single screen.
66	Functional Requirements	Audit trail for the use of central controls within the PARCS database by user ID, time, device-controlled and action taken.
67	Functional Requirements	Configurable parking rates, grace periods, and time increment changes from system workstations. Configuration access to be restricted to Owner-designated users with proper authorization.
68	Functional Requirements	Audit trail for all parking rate, grace period and time increment changes.
69	Functional Requirements	Remote communication with all devices in real-time for a general broadcast of information (e.g. rate changes or time increment changes) or software update and an ability to communicate to a single device to upload information or software. It shall be possible to remotely shutdown a field device's operating system, upload updates and remotely restart the field device.

**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
70	Functional Requirements	Correct calculation and processing of parking fees during a transition: 1) from daylight savings time to standard time, and vice versa 2) at the beginning of March during leap years (e.g., when there is a February 29th). 3) from one rate to another (e.g., rate has an effective date so that Customers are charged a parking fee based upon the parking fee that was current at the entry date and time, not the exit date and time, allow the new rate to be either less than or greater than the new rate).
71	Functional Requirements	PARCS system time shall be automatically synchronized with the Owner's Network Time Protocol server
72	Functional Requirements	Programmable rate structure to establish variable rates based upon the time of day, day of week, and special events.
73	Functional Requirements	Programmable rate structure to establish daily/weekly/monthly maximum fees, grace times, and complimentary periods.
74	Functional Requirements	Programmable rate structure to allow configuration of the tax rate applied to parking fees.
75	Functional Requirements	Ability to reconcile all revenue collected by third parties to the corresponding PARCS exit transactions.
76	Functional Requirements	Ability to audit remote transaction processing activity by user to confirm manual inputs that impact the fee charged to the customer. This includes a detail transaction report of remote transactions.
77	Functional Requirements	Create system generated alarms – generation of alarms for user selectable event type. Alarm hierarchy shall be completely configurable so the Owner can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial alarm hierarchy shall be coordinated with the Owner during implementation.
78	Functional Requirements	The Owner shall have access to the PARCS database to download data directly or via API, assuming that Owner maintains a valid Oracle license with direct database access.
79	Functional Requirements	Data compiled in an ODBC compliant database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value file format.
80	Functional Requirements	Provide ability to run report queries over extended periods of time without impacting system performance or taking an excessive amount of time to run.
81	Functional Requirements	Align virtual midnights between PARCS and Owner's bank.
82	Functional Requirements	The CCF shall be a network of computers and servers that provide on-line monitoring and control of all PARCS equipment and parking events.
83	Functional Requirements	An alarms function shall allow the user to select which events to alarm and the priority assigned to alarms.

**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
84	Functional Requirements	Maintain current system to display alarms on a workstation; with the ability to utilize SMS text messaging, if desired, through a 3rd party commercial email to SMS service.
85	Functional Requirements	Abnormal status conditions shall be flashed on monitor(s) and accompanied with an audible alarm.
86	Functional Requirements	Acknowledgement and turning off any alarm condition shall be able to be performed at any workstation with access to CCF.
87	Functional Requirements	It shall not be necessary to acknowledge alarm condition at every workstation.
88	Functional Requirements	The CCF shall record abnormal status condition and acknowledgement of alarm condition by time, workstation, and operator.
89	Functional Requirements	Authorized users shall see and be able to manage alarms.
90	Functional Requirements	Alarms shall be selectable as visual, audible, or both.
91	Functional Requirements	The CCF shall record all system events that can be viewed on a workstation or printed.
92	Functional Requirements	The CCF shall record the specific information and details for changes to system configurations including type of change, date/time, and user ID.
93	Functional Requirements	The CCF shall provide the ability to sort the events by activity code facility, and/or device ID and generate a report listing the details of each event (Time, location/device ID, event description) and the sum total of sorted codes (i.e. how many occurrences there were for the selected code) for the selected report time period.
94	Functional Requirements	When generating an event report, the CCF shall provide a drop-down menu of all alarms to select for the report. The drop-down menu shall be organized alphabetically or by alarm code.
95	Functional Requirements	Currently there are 10,000 proximity cards in circulation for airport users. The proposed CMS shall manage these users as well as access credentials issued to customers in future Registered Parker Programs. No invoicing or revenue collection features are required for the airport users.
96	Functional Requirements	The Contractor shall provide proximity readers that read the Owner's current HID proximity cards.
97	Functional Requirements	Provide a solution that allows a roving cashier the ability to process a cash payment from a customer in the unstaffed exit lanes following the removal of the cashier booths. This solution shall interface or integrate with the PARCS; if Owner implements a transition from magstripe to barcode tickets.
98	Functional Requirements	Each individual equipment type shall have an industry standard successful read rate of 99.5%. Equipment shall be capable of reading magstripe/barcode/QR Code/Proximity

**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
99	Functional Requirements	<p>The CCF shall allow the following functions to be performed from a workstation:</p> <ol style="list-style-type: none"> <li>1) Turn on/off lane signage (if applicable)</li> <li>2) Device in/out of service</li> <li>3) Open/close a barrier gate</li> <li>4) Barrier gate vend – barrier gate opened at CCF and closes when vehicle crosses the closing loop.</li> <li>5) For barrier gate open/close and vends               <ol style="list-style-type: none"> <li>a) Provide a drop-down field to select up to six (6) Owner-defined reasons for a remote barrier gate vend.</li> <li>b) Remote barrier gate vends made from workstations shall the record location, time, user ID, and reason for barrier gate vend.</li> <li>c) Manual gate vends made locally at the lane shall be recorded as an event in the Event Log and assigned a unique code different from remove gate vends.</li> <li>d) PARCS shall provide the total number of remote and local gate vends by facility, lane, or user ID for a selectable time. Selectable comment field for remote commands to enter reason/comment by the issuing attendant. Provide drop-down pre-populated selections for most common reasons. Report comments associated with actions in the reports.</li> </ol> </li> </ol>
100	Functional Requirements	<p>The PARCS system shall be able to identify, track, and record detail transactional data or events relating the the following:</p> <ol style="list-style-type: none"> <li>1. Normal Exit – Paid or Validated Ticket with LPN Match or without LPN Match</li> <li>2. Normal Exit – Barcode/QR Code/Proximity Card Credential with LPN Match or without LPN Match</li> <li>3. Normal Exit – Registered License Plate</li> <li>4. Normal Exit – AVI</li> <li>5. Invalid Credit Card Presented for Payment</li> <li>6. Exit Within Grace</li> <li>7. Lost Ticket Transaction (LPR match)</li> <li>8. Unreadable Ticket Transaction (LPR match)</li> <li>9. Attempt to Exit with Swapped Ticket</li> <li>10. Attempt to Exit with Stolen Ticket</li> </ol>
101	Functional Requirements	<p>The LPR Subsystem consists of all hardware and software necessary to provide a complete and functional LPR subsystem that achieves the Owner's required functionality and accuracy, and that does not adversely affect any function of the PARCS.</p>

**APPENDIX A - CONTINUED  
FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
102	Functional Requirements	<p>PARCS shall provide parking space counts with the following features and capabilities:</p> <p>a. Display in the command center software the total parking facility counts and reserved parking counts (future) with real-time status of available spaces.</p> <p>b. Per level counts are not included in this project. The Owner plans to procure an automated parking guidance system as a separate procurement in the future.</p> <p>c. Access for authorized users to modify system configurations including:</p> <ol style="list-style-type: none"> <li>1) Manual adjustments to counts</li> <li>2) Number of total spaces assigned to the parking area(s)</li> </ol> <p>d. Obtain counts from employee, public and shuttle bus entry and exit lanes based on transaction-based differential entry and exit counts.</p> <p>e. Provide directional logic (i.e. a vehicle entering the parking area through an entrance lane or through an exit lane is counted as an inbound or outbound vehicle)</p> <p>f. Upgradable and expandable to include additional parking facilities.</p>
103	Functional Requirements	Provide LPR Image Review to allow an operator with the ability to review and correct LPR data and manage LPR exception transactions at the exits.
104	General	Develop all test procedures and test scripts for Factory Acceptance & Lane Acceptance testing.
105	General	Implement a PCI DSS compliant PARCS.
106	General	Provide EMV enabled credit card processing such that the PARCS can read chip-based credit cards.
107	General	Provide NFC enabled credit card processing such that the PARCS can read contactless credit cards and accept mobile wallet payments.
108	General	Provide Contactless credit card processing.
109	General	Utilize existing electrical power, fiber and data to support new provided equipment.
110	General	Provide and install all PARCS equipment provided per Price Proposal. Remove existing as required.
111	General	Provide contactless processing for credit cards, Apple pay, Google pay, Android pay, Samsung pay, etc.
112	General	Provide two (2) keys per POF station and Exit/Entry device plus twenty-five (25) for all other equipment types
113	License Plate Recognition (LPR) System	Furnish and install LPR at all public entry and exit lanes.
114	License Plate Recognition (LPR) System	The LPR Subsystem consists of all hardware and software necessary to provide a complete and functional LPR subsystem that achieves the Owner's required functionality and accuracy, and that does not adversely affect any function of the PARCS.

**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	
115	License Plate Recognition (LPR) System	Provide a LPR subsystem that is fully interfaced and integrated into the PARCS, including tying the LPN captured at entry to the unique ticket identification (or other entry credential information) for every transaction as well as registering LPNs to serve as the entry credential. Should the entry information need to be obtained at an exit station to process the transaction (i.e. lost ticket, unreadable, etc.), both the LPN and ticket shall be removed from their respective active inventories once the vehicle has exited.
116	License Plate Recognition (LPR) System	Maintain transient LPR images and LPN in the database for 90 days at which point the LPR image only is purged from the database while all other data associated with the transaction remains intact.
117	License Plate Recognition (LPR) System	Acquire an image of a vehicles entire license plate at a 99% rate for all non-exception vehicles. The intent of the 99% capture rate is to have a visual record of 99% of all non-exception license plates entering the facility.
118	License Plate Recognition (LPR) System	Achieve and N Factor rating of 93% meaning specifically that the LPR Subsystem shall read all license plate characters, exclusive to stacked characters, correctly 93% of the time for all non-exception vehicles. Missing, misread or additional characters as determined by the LPR Subsystem shall count against the read accuracy.
119	License Plate Recognition (LPR) System	Achieve an N-2 Factor rating of 98% meaning specifically that the LPR Subsystem shall read all but two LPN characters, exclusive of stacked characters, correctly 98% of the time for all non-exception vehicles.
120	License Plate Recognition (LPR) System	Provide an automated configuration option from the IRW to set the LPR to require matching at N, N-1 or N-2 levels.
121	License Plate Recognition (LPR) System	Provide protection for the LPR cameras from vehicle strikes.
122	N. Barrier Gates (BG)	Provide and install Barrier Gates (BG) at all entry and exit lanes, as indicated on the Drawings and Price Proposal Form.
123	N. Barrier Gates (BG)	All gates referenced in this specification section shall contain the following: a. Aluminum gate with padded arm, straight arm or articulating arm b. Electronically controlled rebound feature c. Switch to manually open and close the barrier arm, located inside the barrier gate housing. d. Gate arm length of ten or twelve feet - must match the existing length. e. Illuminated gate arm with LED lights that display red while the gate in in the closing motions and when the gate is closed and display green while the gate is in the opening motion and while it is opened f. Single piece gate arm or articulated as required by height limitations
124	N. Barrier Gates (BG)	BG installed at all lanes shall fail to the closed position in an event there is a power failure and the UPS is no longer able to provide sufficient power to operate the lane.



**APPENDIX A - CONTINUED**  
**FUNCTIONAL REQUIREMENTS**

Number	Section Name	Requirement Description
125	N. Barrier Gates (BG)	<p>Gate controllers with the following features and functionalities:</p> <ul style="list-style-type: none"> <li>a. Microprocessor controlled and communication of gate status and functions to the PARCS workstations.</li> <li>b. Directional logic with electronic outputs to alarms, counters and to report atypical lane activity to PARCS.</li> <li>c. Ability to test gate operability and controller programming on-site without use of special diagnostic equipment.</li> <li>d. "AUTO-MANUAL" switch, and "ON-OFF" switch for gate.</li> <li>e. Contains power supplies, dust-proof relays, and other circuit components to control gate.</li> <li>f. Receive inputs from the ES, POF, or EX and open after receiving the appropriate signal and close after the vehicle passes over the closing loop.</li> <li>g. Receive commands from the PARCS workstations for remote opening and closing of the BG.</li> </ul>

**APPENDIX B**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**POTENTIAL FUTURE FUNCTIONAL CAPABILITIES**

Number	Section Name	Requirement Description
1	Cash/Credit Card Pay-on-Foot (POF) Stations	Colors for the POFs, all text, and graphics shall be configurable and approved by the Owner prior to manufacturing
2	Cash/Credit Card Pay-on-Foot (POF) Stations	Push-button VoIP intercom integrated into the face of the POF
3	Cash/Credit Card Pay-on-Foot (POF) Stations	Two additional bank note acceptor vaults shall be provided for each POF as spares.
4	Entry Stations (ES)	Prints date, time, location, ticket number, and LPN on the ticket in readable form.
5	Entry Stations (ES)	Push button VoIP intercom integrated into the face of the ES
6	Exit Stations (EX)	Interfaces with AVI antenna, proximity card reader, LPR camera, UPS, barrier gate and vehicle detectors in the respective lanes
7	Exit Stations (EX)	Push button VoIP intercom integrated into the face of the EX
8	Functional Requirements	Ability for a turnkey solution that allows the airport's registered customers to register and take advantage of expedited transaction processes. CMS allows credentials to be used as access identifier: license plate, QR code, AVI transponder, and proximity card. License plates will be the primary access credential.
9	Functional Requirements	Ability for the PARCS to compute overstays and collect overstay fees at exit based on data provided by online reservation system
10	Functional Requirements	Ability for the PARCS to provide configurable entry and exit grace periods specific to reservation transactions from the online reservation system
11	Functional Requirements	Ability for the PARCS to record reservation revenue in the PARCS database and in the revenue summary and detail reports based on data from online reservation system
12	Functional Requirements	Ability to integrate with the Owners' Mobile License Plate Inventory (MLPI) system. The MLPI data shall be used as a secondary look up for exit exception transactions to assist in the calculation of parking fees and shall provide vehicle locations for customer assistance.
13	Functional Requirements	Ability to provide a fully integrated Loyalty program
14	Functional Requirements	Ability to provide a fully integrated Registered Parker Program for public users
15	Functional Requirements	Ability to report on 24 months of on-line data of all MLPI data, with the exception of LPR images that shall reportable for 90 days. All on-line data shall be readily accessible without any delay in processing.
16	Functional Requirements	Contractor shall create server application to be installed on OWNER's ESX virtual server

**APPENDIX B - CONTINUED**  
**POTENTIAL FUTURE FUNCTIONAL CAPABILITIES**

<b>Number</b>	<b>Section Name</b>	<b>Requirement Description</b>
17	Functional Requirements	Credit card on file for automated charging at exit
18	Functional Requirements	Provide a method of validating or discounting parking fees such as an Online Validation System.
19	Functional Requirements	Provide an open, industry standardized API to allow 3rd party application interfaces/integration and all interfaces/integration (hardware and software) conform to local, state, federal and ISO standards
20	Functional Requirements	Tenant websites for parking permit registration, account management, and payment.
21	Functional Requirements	The Contractor shall provide equipment and software modules to complete the overnight inventory process within a four (4) hour time window. This time window includes the inventory taking process, correction cycles, and generation of an updated current overnight inventory.
22	Functional Requirements	The MLPI system shall achieve the Owner's required functionality and accuracy as noted in the documented sections.
23	General	Ability to integrate Loyalty program.
24	General	Ability to integrate Registered Parker Program for public users.
25	General	Credit card on file for automated charging at exit
26	General	Provide an open, industry standardized API to allow 3rd party application interfaces for future online booking reservations and registered parker programs.
27	General	Tenant websites for parking permit registration, account management, and payment.
28	License Plate Recognition (LPR) System	Provide/Integrate with on-line validation system for validating/discounting parking fees.

**EXHIBIT C**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, CONTRACTOR SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT.**

1. Format/Time: The CONTRACTOR, shall provide Owner with Certificates of Insurance, per the sample format provided, as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverages as listed below, and endorsements affecting coverage required by this Contract within **ten (10) calendar days** after the award by the Owner. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. Best Key Rating: The Owner requires insurance carriers to maintain during the Contract term, a Best Key Rating of A- VII (seven) or higher, which shall be fully disclosed and entered on the certificate of insurance. A lower Best Key Rating may be accepted with the express written permission of the Owner.
3. OWNER Coverage: The Owner, its officers, employees, agents and volunteers must be expressly covered as additional insureds except on workers' compensation and **professional liability insurance** coverages. The CONTRACTOR's insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
4. Endorsement/Cancellation: The CONTRACTOR's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONTRACTOR's contractual obligation of additional insured to Owner and must note that the Owner will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. Workers' Compensation: Workers' compensation insurance in accordance with laws of the State of Nevada covering your employees.
6. Employers' Liability: Employers' liability with a minimum limit of \$1,000,000.
7. Automobile Liability: Automobile liability insurance covering all of your owned and any hired (rented/leased) vehicles while being used off **the construction site(s)**. Minimum limits per occurrence (accident) that you are required to maintain are:

a.	Bodily Injury	\$1,000,000.	per occurrence
and b.	Property Damage	\$1,000,000.	per occurrence
or c.	Bodily Injury/Property Damage	\$1,000,000.	Combined single limit
8. Commercial Liability: Commercial liability insurance covering for operations away from the insured project site in a form providing coverage not less than that of a standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONTRACTOR and subCONTRACTOR, including Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability with limits not less than:  

Bodily Injury and Property Damage Combined:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
9. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employers' liability and general liability coverages in a form that is as broad as the underlying coverage with limits not less than \$5,000,000.  

It is further required that all insurance be on an **occurrence basis** and not a *claim made* basis.

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

Other sections that pertain to what you must provide and your responsibilities include:

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.
10. Professional Liability: Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner.
11. Technology Professional Liability Insurance: Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

12. Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **\$25,000** without the express written permission of the Owner.
13. Insurance Limits: If the Contractor maintains broader coverage and/or higher limits than the minimum shown above, the Owner requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.
14. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
15. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
16. Cost: The CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
17. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
18. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
  1. Insurance Broker's name, complete address, phone and fax numbers.
  2. CONTRACTOR's name, complete address, phone and fax numbers.
  3. Insurance Company's Best Key Rating
  4. Commercial General Liability (Per Occurrence)
    - (A) Policy Number
    - (B) Policy Effective Date
    - (C) Policy Expiration Date
    - (D) Each Occurrence (\$1,000,000)
    - (E) Personal & Advertising Injury (\$1,000,000)
    - (F) General Aggregate (\$2,000,000)
    - (G) Products- Completed Operations Aggregate (\$2,000,000)
  5. Automobile Liability (Any Auto)
    - (H) Policy Number
    - (I) Policy Effective Date
    - (J) Policy Expiration Date
    - (K) Combined Single Limit (\$1,000,000)
  6. Umbrella Liability / Excess Liability
    - (L) Each Occurrence (\$5,000,000)
    - (M) Aggregate (\$5,000,000)
  7. Workers' Compensation
  8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
  9. Certificate Holder:

Clark County  
c/o Department of Aviation  
5757 Wayne Newton Boulevard  
P.O. Box 11005  
Las Vegas, Nevada 89111-1005
  10. Authorized Agent Signature



DATE (MM/DD/YYYY)

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE	FAX (A/C. No):	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : 3. BEST's RATING		
	INSURER B :		
	INSURER C : <b>COMPANY'S BEST KEY RATING</b>		
	INSURER D :		
INSURED	INSURER E : <b>A-VII or BETTER</b>		
	INSURER F :		
	2. NAME, ADDRESS, PHONE AND FAX NUMBERS		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
4.	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(A)	(B)	(C)	EACH OCCURRENCE DAMAGE TO RENTED	\$(D) 1,000,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$(E) 1,000,000
							GENERAL AGGREGATE	\$(F) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(G) 2,000,000
								\$
5.	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT	\$(K) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE	\$
								\$
6.	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$(L) 5,000,000
							AGGREGATE	\$(M) 5,000,000
								\$
7.	<b>WORKERS COMPENSATION</b>  <b>AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8. DESCRIPTION: CBE No. 1119 - CONTRACT FOR PARCS UPGRADE & MAINTENANCE ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

CLARK COUNTY C/O DEPARTMENT OF AVIATION 5757 WAYNE NEWTON BLVD. P.O. BOX 11005 LAS VEGAS, NV 89111 1005	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 10. AUTHORIZED REPRESENTATIVE
---	---



NAMED INSURED:					
POLICY PERIOD:		TO		ENDORSEMENT EFFECTIVE DATE:	
CONTRACT NO.		TITLE:			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED:**

**CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

Automobile Liability - (as per form above)

Policy No:

General Liability - (as per form above)

Policy No.:

**SCHEDULE (if required)**

Name of Person or Organization:

Locations and Description of Completed Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

**SECTION II**

Who is an insured is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

\_\_\_\_\_  
Authorized Agent (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT 1**  
**AFFIDAVIT**

I, \_\_\_\_\_, on behalf of my company, \_\_\_\_\_,  
(Name of Sole Proprietor) (Legal Name of Company)

being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. \_\_\_\_\_, entitled \_\_\_\_\_;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature

State of Nevada  
County of Clark

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before the undersigned Notary Public, personally appeared \_\_\_\_\_, having proved on a satisfactory basis to be the person(s) whose name(s) \_\_\_\_\_ subscribed to this instrument, and acknowledge that \_\_\_\_\_ executed it.

Witness my hand and official seal.

\_\_\_\_\_  
Notary's Signature

**EXHIBIT D**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**CONTRACTOR INFORMATION**

**FOR INFORMATIONAL PURPOSES ONLY:**

The above referenced firm is a ☐MBE ☐WBE ☐PBE ☐SBE ☐VET ☐DVET ☐ESB ☐NBE ☒LBE as defined below.

**STATE OF NEVADA BUSINESSES**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing Nevada business for profit that performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more women.

**PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least fifty-one (51%) percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing Nevada business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed two million dollars (\$2,000,000).

**VETERAN OWNED BUSINESS ENTERPRISE (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.

**DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.

**NEVADA BUSINESS ENTERPRISE (NBE):** Any Nevada business that has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**EMERGING SMALL BUSINESS (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved in to Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

**BUSINESSES IN OTHER STATES**

**LARGE BUSINESS ENTERPRISE (LBE):** An independent and continuing business for profit, which performs a commercially useful function and is not located in Nevada.

**EXHIBIT E**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**SUBCONTRACTOR INFORMATION**

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET, ESB or NBE subcontractors in association with this Contract. Please indicate if the entity is a Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), Emerging Small Business (ESB), or Nevada Business Enterprise (NBE).

If more than four (4) subcontractors will be used, please submit additional copies of this form.

1. Subcontractor Name: Cennox  
Contact Person: Tim Flood Telephone Number 310-341-620  
Description of Work: Installation of Hardware -bolting parking equipment  
Estimated Percentage of Total Dollars: 9%  
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE  
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☒ Caucasian ☐ Hispanic American ☐ Native American  
☐ Other: \_\_\_\_\_
  
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE  
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American  
☐ Other: \_\_\_\_\_
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE  
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American  
☐ Other: \_\_\_\_\_
  
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB ☐ NBE  
Ethnicity: ☐ Asian-Pacific American ☐ Black American ☐ Caucasian ☐ Hispanic American ☐ Native American  
☐ Other: \_\_\_\_\_

☒ Please indicate here if no MBE, WBE, PBE, SBE, VET, DVET, ESB nor NBE subcontractors will be used.

**EXHIBIT F**  
**CONTRACT FOR PARKING ACCESS AND REVENUE CONTROL SYSTEM UPGRADE**  
**CBE-1119**

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BOCC") in determining whether members of the BOCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BOCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Entity Type** – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77<sup>th</sup> Legislative session as a result of AB294.

## **DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Business Name (include d.b.a., if applicable)** – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Clark County Nevada Residents employed by this firm.** (Do not leave blank. If none or zero, put the number 0 in the space provided.)

**List of Owners/Officers** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.



## DISCLOSURE OF OWNERSHIP / PRINCIPALS

### Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
--	--------------------------------------	--	---	--------------------------------	--	--------------------------------

### Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

**Number of Clark County Nevada Residents Employed:** 2

### Business Information:

Corporate/Business Entity Name:	Scheidt & Bachmann USA, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1001 Pawtucket Blvd.	Website: <a href="http://www.scheidt-bachmann-usa.com">www.scheidt-bachmann-usa.com</a>
City, State and Zip Code:	Lowell, MA 01854	POC Name: Joseph Galeas
Telephone No:	781-272-1664	POC Email: <a href="mailto:galeas.joseph@scheidt-bachmann-usa.com">galeas.joseph@scheidt-bachmann-usa.com</a>
		Fax No: 781-272--1654
Nevada Local Street Address: (If different from above)	N/A	Website:
City, State and Zip Code:		Local POC Name:
Local Telephone No:		Local POC Email:
		Local Fax No:

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
N/A		

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Joseph Galeas

Signature  
SVP of Operations  
Title

Print Name

Date

3/16/2021

### DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

\*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

#### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name  
Authorized Department Representative

EXHIBIT G  
FEDERALLY REQUIRED CONTRACT PROVISIONS  
McCARRAN INTERNATIONAL AIRPORT  
CLARK COUNTY, NEVADA

---

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
GENERAL NOTES .....	56
CIVIL RIGHTS - GENERAL .....	56
CIVIL RIGHT – TITLE VI ASSURANCE .....	56
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....	58
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....	58

## **EXHIBIT G**

### **FEDERALLY REQUIRED CONTRACT PROVISIONS**

#### **GENERAL NOTES**

For purposes of this Exhibit G, the term "Contract" includes subcontracts.

The Contractor (including all subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any subcontractors, lower-tier subcontractor or service provider.

#### **CIVIL RIGHTS - GENERAL**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### **CIVIL RIGHT – TITLE VI ASSURANCE**

A. **Title VI Solicitation Notice**

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. **Title VI Clauses for Compliance with Nondiscrimination Requirements**

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities  
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are



Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



**DISCLOSURE OF OWNERSHIP / PRINCIPALS****Business Entity Type (Please select one)**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
--	--------------------------------------	--	---	--------------------------------	--	--------------------------------

**Business Designation Group (Please select all that apply)**

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
--	---	---	---	--	--	---

**Number of Clark County Nevada Residents Employed:****2****Business Information:**

Corporate/Business Entity Name:	Scheidt & Bachmann USA, Inc.	
(Include d.b.a., if applicable)		
Street Address:	1001 Pawtucket Blvd.	Website: <a href="http://www.scheidt-bachmann-usa.com">www.scheidt-bachmann-usa.com</a>
City, State and Zip Code:	Lowell, MA 01854	POC Name: Joseph Galeas
Telephone No:	781-272-1664	POC Email: <a href="mailto:galeas.joseph@scheidt-bachmann-usa.com">galeas.joseph@scheidt-bachmann-usa.com</a>
		Fax No: 781-272-1654
Nevada Local Street Address: (If different from above)	N/A	Website:
		Local POC Name:
City, State and Zip Code:		Local POC Email:
Local Telephone No:		Local Fax No:

**All entities**, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

**Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors** in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

**Entities** include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A		

**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?**

☐ Yes ☒ No

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Joseph Galeas

Signature  
SVP of Operations  
Title

Print Name

Date

3/16/2021

### DISCLOSURE OF OWNERSHIP / PRINCIPALS

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A	N/A	N/A	N/A

\*County employee means an employee of Clark County, Clark County Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

#### ***For County Use Only:***

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name  
Authorized Department Representative