

CLARK COUNTY, NEVADA

CBE-1153

CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES

NAME OF FIRM	IHCS, Inc. dba Maven Asset Management
DESIGNATED CONTACT, NAME AND TITLE	Jennifer Gatza, President
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	104 Myrtle Ridge Road Lutz, FL 33549
TELEPHONE NUMBER (include area code)	(813) 231-4690
EMAIL ADDRESS	jgatza@mavenasset.com

**CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153**

This Contract is made and entered into this _____ day of _____, 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and IHCS, Inc. dba Maven Asset Management (hereinafter referred to as "CONSULTANT"), for Maximo Integration and Support Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONSULTANT has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with an estimated not to exceed budget allowance amount of \$1,684,764.94, including all travel, lodging, meals additional services and miscellaneous expenses to be determined and authorized as required for uninterrupted airport operations.

WHEREAS, the CONSULTANT 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 CONSULTANT agree as follows:

SECTION I: RESPONSIBILITY OF CONSULTANT

- A. It is understood that in the performance of the services herein provided for, CONSULTANT shall be, and is, an independent CONSULTANT, 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, CONSULTANT has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT in the performance of the services hereunder. CONSULTANT 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 CONSULTANT 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 CONSULTANT acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

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

- D. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT 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 CONSULTANT or any of its officers, employees or other agents.
- E. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONSULTANT, its subcontractors and their principals, officers, employees and agents under this Contract. In performing the specified services, CONSULTANT shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONSULTANT 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. CONSULTANT will not produce a work product which violates or infringes on any copyright or patent rights. CONSULTANT 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 CONSULTANT shall not in any way relieve the CONSULTANT of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONSULTANT'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 CONSULTANT shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONSULTANT's performance or failures to perform under this Contract.
- G. CONSULTANT 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 CONSULTANT's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONSULTANT be unable to complete his or her responsibility for any reason, the CONSULTANT will replace him or her with a qualified person and notify OWNER of replacement. If CONSULTANT 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 CONSULTANT 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 CONSULTANT 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. CONSULTANT 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.

- I. Drawings and specifications remain the property of the CONSULTANT. 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 CONSULTANT 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. CONSULTANT shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONSULTANT 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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, CONSULTANT personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport identification badge at all times.

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

OWNER will determine the type of identification and training CONSULTANT will be required to obtain. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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

CONSULTANT'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, CONSULTANT 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

CONSULTANT 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. CONSULTANT 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. CONSULTANT 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 CONSULTANT, its employees, officers, agents, representatives, contractors, subcontractors, suppliers and/or other representatives of CONSULTANT in violation of applicable Environmental Laws.
 - a. If the Airport has reasonable cause to believe that CONSULTANT is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONSULTANT conduct reasonable testing and analysis, at no cost to the Airport, to show that CONSULTANT is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONSULTANT and subject to the Airport's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONSULTANT 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 CONSULTANT.

- b. CONSULTANT will provide copies of all notices, reports, claims, demands, or actions received by CONSULTANT (that are not subject to an attorney/client privilege) pertaining to the Premises or CONSULTANT'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 CONSULTANT, 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 CONSULTANT, 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 CONSULTANT in violation of applicable Environmental Regulations, CONSULTANT 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). CONSULTANT 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 CONSULTANT, 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. CONSULTANT 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 CONSULTANT remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONSULTANT.
- O. The CONSULTANT agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit E** 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 CONSULTANT in the performance of services under this Contract and will be available for consultation with CONSULTANT at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONSULTANT 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 CONSULTANT 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 CONSULTANT. It is understood that OWNER's representative's review comments do not relieve CONSULTANT 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 CONSULTANT 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.

CONSULTANT shall return any original data provided by OWNER.

- E. OWNER shall assist CONSULTANT 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. CONSULTANT 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 CONSULTANT.

SECTION III: SCOPE OF WORK

Services to be performed by the CONSULTANT for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

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 CONSULTANT'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 CONSULTANT for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONSULTANT 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 CONSULTANT for the performance of services described in the Scope of Work (**Exhibit A**), for an estimated not to exceed amount of \$1,684,764.94. The OWNER's obligation to pay CONSULTANT cannot exceed the Contract amount, except for additional licenses, or additional data storage as requested by OWNER. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONSULTANT and it shall be the CONSULTANT's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said estimated amount.

B. The CONSULTANT will be entitled to payments in accordance with the Fee Schedule (**Attachment 1**).

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 CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT all damages, costs and expenses caused by CONSULTANT's negligence, resulting from or arising out of errors or omissions in CONSULTANT's work products, which have not been previously paid to CONSULTANT.
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. 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.

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 CONSULTANT.

SECTION VI: SUBCONTRACTS

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. Time Schedule

1. Time is of the essence for the purposes of this Contract.
2. CONSULTANT shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
3. If the CONSULTANT's performance of services is delayed or if the CONSULTANT'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.

B. Suspension

OWNER may suspend performance by CONSULTANT under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to CONSULTANT at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay CONSULTANT its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. CONSULTANT 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 CONSULTANT for any cause other than the error or omission of the CONSULTANT, for an aggregate period in excess of 30 days, CONSULTANT shall be entitled to an equitable adjustment of the compensation payable to CONSULTANT under this Contract to reimburse CONSULTANT 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 CONSULTANT 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.
3. If termination for default is effected by the OWNER, the OWNER will pay CONSULTANT 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 CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT's default.
4. Upon receipt or delivery by CONSULTANT of a termination notice, the CONSULTANT 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 CONSULTANT shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONSULTANT assigned to the performance of this Contract.
6. If after termination for failure of the CONSULTANT to fulfill contractual obligations it is determined that the CONSULTANT 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 CONSULTANT 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 CONSULTANT's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within CONSULTANT'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 Contract will survive.

E. Covenant Against Contingent Fees

The CONSULTANT 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 CONSULTANT, 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 CONSULTANT or any agent or representative of the CONSULTANT 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 CONSULTANT as it could pursue in the event of a breach of this Contract by the CONSULTANT; 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 CONSULTANT 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 CONSULTANT shall provide the OWNER with proof of insurance and endorsements affecting coverage as specified in **Exhibit B** within ten (10) working days after OWNER request.

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

H. Indemnity

The CONSULTANT its CONSULTANTs and subCONSULTANTs of any tier, 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 CONSULTANT's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONSULTANT its CONSULTANTs and subCONSULTANTs or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify CONSULTANT, in writing, of any such claim, demand, or lawsuit. CONSULTANT shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

I. Patent Indemnity

CONSULTANT 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 CONSULTANT, or out of the processes or actions employed by, or on behalf of CONSULTANT in connection with the performance of the Contract. CONSULTANT 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 CONSULTANT upon becoming aware of such claims or actions, and provided further that CONSULTANT's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

CONSULTANT 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. CONSULTANT 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 CONSULTANT, or out of the processes or actions employed by, or on behalf of CONSULTANT in connection with the performance of the Contract CONSULTANT 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 CONSULTANT upon becoming aware of such claims or actions, and provided further that CONSULTANT aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONSULTANT 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. CONSULTANT 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 CONSULTANT in writing of any such infringement claim. If, as a result of any such claim, litigation or threat thereof, CONSULTANT or OWNER is permanently enjoined from using the Licensed Software by a final, non-appealable decree, CONSULTANT shall procure for OWNER at CONSULTANT's sole expense the right to continue to use the 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 Licensed Software is not reasonably practical in the opinion of CONSULTANT, after giving due consideration to all factors including financial expense, CONSULTANT may discontinue and terminate the 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 Licensed Software is installed. The foregoing indemnity shall survive the termination of this Contract.
4. CONSULTANT'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 subCONSULTANT's unauthorized modification of the software provided under the terms of this Contract.

K. Cybersecurity Requirements

1. CONSULTANT shall ensure technology runs on the latest supported OS (in the case of Linux/Windows, at least 64 bit versions of that OS). CONSULTANT shall ensure product is upgraded before OS reaches end-of-life to a supported OS.
2. CONSULTANT shall apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release.
3. CONSULTANT must maintain strong access controls to all devices on OWNER network to which the CONSULTANT 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, CONSULTANT 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 CONSULTANT within 2 business days.
7. CONSULTANT will provide basic email and phishing cybersecurity training for its employees.
8. CONSULTANT must maintain cybersecurity insurance coverage.
9. CONSULTANT 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 CONSULTANT 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. CONSULTANT will provide a Hold Harmless agreement within 10 business days of OWNER's request.

L. CONSULTANT Information

The CONSULTANT 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 C**). The information provided in **Exhibit C** by the CONSULTANT is for the OWNER's information only.

M. Subcontractor Information

The CONSULTANT 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 D)**. The information provided in **Exhibit D** by the CONSULTANT is for the OWNER's information only.

N. Audits

The performance of this Contract by the CONSULTANT is subject to review by the OWNER to insure Contract compliance. The CONSULTANT 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 CONSULTANT. 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 CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT for a period of five (5) years from date of award subject to the provisions of Sections V and VII herein. During this period, CONSULTANT agrees to provide services as required by OWNER within the scope of this Contract.

S. Confidential Treatment of Information

CONSULTANT 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

CONSULTANT shall comply with provisions in **Exhibit F** attached hereto.

V. ADA Requirements

All work performed or services rendered by CONSULTANT 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 CONSULTANT: JENNIFER GATZA, PRESIDENT
IHCS, INC. dba MAVEN ASSET MANAGEMENT
104 MYRTLE RIDGE ROAD
LUTZ, FLORIDA 33549

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

CONSULTANT:

IHCS, INC. dba MAVEN ASSET MANAGEMENT

By: _____

JENNIFER GATZA
President

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____

TIMOTHY BALDWIN
Deputy District Attorney

**EXHIBIT A
SCOPE OF WORK
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153**

1. DESCRIPTIONS OF SERVICES

- 1.1 *Statement of Work.* CONSULTANT shall provide a stable production instance of MaaS with the standard core Maximo® functionality, as previously configured to meet OWNER's business requirements. If customization or data conversion is deemed necessary or desirable during or after the project has been initiated, such services will be managed through the Change Management Process (as described in the Terms and Conditions) or addressed in a separate engagement after the completion of this project, depending on the urgency. OWNER may select either the MaaS Professional or the MaaS (Maximo as a Service) Premier package.
- 1.2 *MaaS Professional.* The MaaS Professional package includes: (a) one (1) secure, and confidential production database configuration; (b) user and security group setup; (c) Core Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Contracts, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders; (d) restricted OWNER access to the Administration, System Configuration, and Integration Maximo® applications; (e) standard Maximo® reports and one (1) custom work order form with OWNER name and logo; (f) up to ten (10) GB of space for attachments (additional space may be added at an additional charge); (g) Help Desk, e-mail, and Web site support; (h) application troubleshooting; (i) notification of planned downtime; and (j) tracking of Maximo® revisions and upgrades.
- 1.3 *MaaS Premier.* The MaaS Premier package includes all items outlined in Paragraph 1.2 above and (a) one (1) additional Maximo® instance for use in a testing, development, or training environment; (b) a 20% discount on all Dedicated Instructor Led training classes at OWNER's site, at CONSULTANT's site, or Instructor Led Online classes; and (c) a free subscription for each Maximo® Named User to CONSULTANT's Self- Paced Online Maximo® Training Library.

IBM MaaS offering is bundled with the following features:

- a. Maximum Uptime With fully redundant infrastructure, uptime is designed for 99.99% availability through multiple data centers and 24 x 7 monitoring.
- b. Security and Protection Secured in datacenters meeting the most stringent physical security standards, the infrastructure is secure from employees and the world. Antivirus software and managed operating system patching secure the servers, with networks- secured by Intrusion Detection and Prevention Systems.
- c. Servers, Storage, Maintenance VMWare enterprise high availability server clusters powered by current generation Intel 6-8 core servers and enterprise grade storage are included. Hardware is refreshed every 36 months to keep Maximo running at highest performance levels.
- d. Speed and High Performance a fiber network powers a low latency path over the internet to your production application.
- e. Maximo Help Desk Support. Telephone support from local Maximo experts during standard business operation hours. After hours. Support via web request or email. (See Attachment 2, Item 6.)
- f. Patching and upgrading Maximo is included in your service. This includes the technical aspects of patching, such as maintaining your Maximo installation and running the upgrade/update processes provided by IBM
- g. High availability and high performing Maximo applications. We will scale the solution to match your usage of the Maximo application. Furthermore, our service includes hardware refresh schedules in an effort to ensure our cloud solution meets or beats the performance of an on premise application.
- h. MaaS Premier includes one (1) production instance and a second development instance that can double as the disaster recovery "failover" instance. Additional instances can be purchased as an add-on service.

- 1.4 *License.* CONSULTANT shall provide licenses of the software used with MaaS for the number of Named Users. OWNER's use of such software is governed by the applicable IBM license Contract. The Licenses are held by CONSULTANT for OWNER's benefit. Upon termination of this SOW, OWNER has no continued right to the Licenses. A "Named User" is (a) an individual authorized by OWNER to use the software instance through the assignment of a specific user login, regardless of whether or not the individual is using the software at any given time; and (b) a non-human operated device, if such device can access the Maximo® database. The total number of Named Users Licenses must be equal to or greater than the total number of individuals authorized by OWNER to use MaaS plus the total number of non-human devices that access the Maximo® database.
- 1.5 *Fees.* Annual fees are calculated based on the number of Named Users. Fees are calculated annually and are locked for the term of this Contract. OWNER may only decrease the number of Named Users at the end of each year of this SOW upon 60 days' prior written notice to CONSULTANT. User count must not be reduced below 90% of original purchase quantity and revenue must not be reduced more than 20% inside of the current Contract.
- 1.6 *Scheduling.* OWNER acknowledges that time is of the essence with regard to CONSULTANT's resources and that CONSULTANT will assign resources for the Services only after this SOW is signed by both parties. Any dates discussed during negotiations are subject to change depending on the availability of CONSULTANT personnel. Once this SOW is fully signed, CONSULTANT will contact OWNER to schedule a start date for the Services.
- 1.7 *Availability.* CONSULTANT will take all commercially reasonable steps to keep the MaaS services operating smoothly and efficiently and available in accordance with the Service Level Contract attached as Attachment 2. However, since the MaaS services operate using computer equipment, computer software programs, and the Internet, CONSULTANT shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures or deficiencies of OWNER's equipment, or OWNER's failure to meet its responsibilities as described in Paragraph 3.2 below. CONSULTANT will maintain adequate back-up arrangements and equipment in order to maintain OWNER's data stored on or through the Web site in the event of the failure of any of CONSULTANT's equipment. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with OWNER's daytime business activities. For unscheduled service interruptions attributable to causes within CONSULTANT's reasonable control, as CONSULTANT's sole obligation and as OWNER's exclusive remedy, CONSULTANT shall make reasonable efforts to restore the MaaS services.
- 1.8 *Additional Licenses.* OWNER's use of Limited Use Authorized User Licenses cannot exceed a ratio of five (5) licenses to one (1) Authorized User License of Maximo Asset Management. OWNER's use of Express Use Authorized User Licenses cannot exceed a ratio of 30 licenses to one (1) Authorized User License of Maximo Asset Management. For the 30 Maximo Asset Management Authorized User licenses specified in Attachment 1, Fee Schedule, OWNER is permitted to purchase up to 150 Limited Use licenses and up to 900 Express User licenses.

2. TRAINING AND COACHING OPTION

- 2.1 *Scope.* CONSULTANT shall provide training and coaching covering the topics as specified in Paragraph 4 below and more fully described in CONSULTANT's then-current syllabus for the number of days and the number of students. OWNER shall provide the then-current training materials related to such topics.
- 2.2 *Fees.* Fees for training and coaching are calculated at CONSULTANT's then-current standard training rates and based on the number of days of training and coaching selected and the number of sets of training materials being provided.

- 2.3 *Scheduling.* OWNER acknowledges that time is of the essence with regard to CONSULTANT's resources and that CONSULTANT will assign resources for the Services only after this SOW is signed by both parties and payment of the applicable fees is received by CONSULTANT. Any dates discussed during negotiations are subject to change depending on the availability of CONSULTANT personnel. Once this SOW is fully signed, CONSULTANT will contact OWNER to schedule a start date for the Services. If OWNER reschedules an OWNER-dedicated class and/or coaching class, OWNER must pay 75% of the fee for the class if OWNER does not reschedule the class at least 20 business days prior to the scheduled start date of the class, plus any non-refundable expenses incurred by CONSULTANT for the cancelled or rescheduled classes. At CONSULTANT's discretion, if OWNER does reschedule the class at least 20 business days prior to the scheduled start date of the class, OWNER may be required to pay a rescheduling fee of 10% of the fee for the class

3. PROFESSIONAL SERVICES

- 3.1 *Scope.* CONSULTANT shall provide the professional services specified in Paragraph 4 below.
- 3.2 *Fees.* Fees for professional services are calculated based on CONSULTANT's then-current professional services standard rates on a time and expenses basis.
- 3.3 *Scheduling.* OWNER acknowledges that time is of the essence with regard to CONSULTANT's resources and that CONSULTANT will assign resources for the Services only after this Contract is signed by both parties. Any dates discussed during negotiations are subject to change depending on the availability of CONSULTANT personnel. Once this SOW is fully signed, CONSULTANT will contact OWNER to schedule a start date for the Services.

4. SCOPE DETAILS

- MaaS Premier for Maximo 7.6.1.x and Control Desk 7.6.1.x
- FTP access
- Site to Site VPN
- LDAP single sign-on support
- A total of four (4) environments: development (included with MaaS Premier), production (included with MaaS Premier), test, and training
- SQL Server database
- SAP adapter in three (3) environments
- Solufy Akwire platform support
- Consulting, project, and technical support of Maximo, including assistance with configuration, testing, and deployment of cloud environments

5. OWNER RESPONSIBILITIES

- 5.1 *Named Users.* OWNER shall (a) identify its Named Users (as defined in the SOW); (b) limit Named Users to those who need to use the Services in connection with OWNER's internal business activities; (c) require each Named User to safeguard his or her user name and password for accessing the Services, specifically prohibiting each Named User from disclosing his or her user name and password to any other person, including another Named User; (d) require each Named User to comply with the provisions of the applicable license Contract; (e) promptly notify CONSULTANT if OWNER determines that another person has gained access to an Named User's user name and password, or that anyone has wrongfully accessed the Services; and (f) be responsible for misuse of the Services by Named Users and by unauthorized users who gain access due to OWNER's or any Named User's failure to maintain security.

- 5.2 *Operations.* OWNER is responsible for (a) acquiring, installing, and maintaining computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, except to the extent that CONSULTANT has agreed, pursuant to this Contract, to procure, install, or maintain any such components; (b) obtaining access to the Internet; (c) downloading and installing any necessary plug-ins; (d) determining the accuracy of all data it uploads to and downloads; and (e) adopting reasonable policies, procedures, and quality assurance measures to limit OWNER's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, without limitation, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security
- 5.3 *OWNER Project Sponsor and Contacts.* OWNER shall designate in the SOW one (1) OWNER Project Sponsor who will be OWNER's decision maker with respect to the Services. In addition, OWNER shall designate in the SOW or in the Service Level Contract incorporated into the SOW at least one (1), but no more than three (3), OWNER Contacts who are authorized to communicate with CONSULTANT in connection with the use of the Services. For MaaS, the OWNER Contacts shall be qualified to use the computer equipment and computer software programs installed at OWNER's premises, and familiar with accessing and using a Web browser on the Internet. In addition, OWNER shall ensure that each OWNER Contact is trained on the use of such Services.
- 5.4 *Cooperation.* OWNER shall provide CONSULTANT with such time and attention of OWNER personnel and such access to OWNER's facilities and shall take such site preparation steps as may be necessary or appropriate to enable CONSULTANT to provide the Services to OWNER. OWNER shall make available qualified OWNER personnel to facilitate CONSULTANT's performance of its obligations under the Contract.
- 5.5 *Delays.* The timely completion by CONSULTANT of its obligations under the Contract is dependent on the timely fulfillment by OWNER of its responsibilities. If CONSULTANT is prevented from performing any work or is required to perform additional work as a result of (a) the unavailability of OWNER personnel, (b) the unavailability of, or the incomplete or improper installation, configuration, or operation of OWNER's facilities or equipment, (c)
- OWNER failing to timely provide CONSULTANT with any necessary assistance, instructions, or information, or (d) OWNER otherwise failing to meet its responsibilities as set forth in this Section 3, OWNER shall pay CONSULTANT on a time and expenses basis at CONSULTANT's then-current standard rates for any work time lost or additional work performed. The date on which CONSULTANT's obligations are required to be fulfilled will be extended for a period of time equal to the time lost by reason of the delay or additional work.

6. WARRANTIES

- 6.1. *Performance.* CONSULTANT warrants that all Services will be of professional quality conforming to generally accepted industry standards, and will be performed in a good and timely manner and in compliance with the requirements of the Contract. As CONSULTANT's sole responsibility and OWNER's exclusive remedy, in the event of any material failure to meet such standards, CONSULTANT shall make all reasonable efforts to correct any such failure.
- 6.2. *No Violation.* CONSULTANT warrants that its performance of Services under the Contract does not and shall not violate any applicable law, rule, or regulation, any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right. OWNER warrants that its use of the software not provided by CONSULTANT and CONSULTANT's hosting of such software under this Contract is authorized by the applicable owner or licensor of the software and does not and shall not violate any applicable law, rule, or regulation, any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right.
- 6.3. *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, CONSULTANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY OF DATA, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

7. FEES

Schedule of fees is included in Attachment 1.

8. INVOICE DETAILS

Any Annual Recurring and One-Time Setup fees will be invoiced upon signature of this Contract. Professional Services and travel expense fees are invoiced as incurred on a monthly basis. Training fees are invoiced once training is scheduled. Travel expenses are not anticipated in the execution of this Contract.

**ATTACHMENT 1
FEE SCHEDULE
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153**

Annual Fees

The table below provides the description and unit price for 1 year. Pricing is determined by the Service Fee Schedule. Years 1-3 are firm pricing and years 4 & 5 will have an escalation of 2% per year.

Description	Quantity	Unit Price	Annual Amount
Annual Fee for Non Production Maximo Instance	2	\$4,569.60	\$9,139.20
Annual Recurring Fee: FTP Access (price waived)	1	\$0.00	\$0.00
Annual Recurring Fee SAP Adapter	3	\$29,714.20	\$89,142.60
Maximo Asset Management Express User	297	\$235.33	\$69,893.01
Annual Fee for Site-to-Site VPN Support	4	\$285.60	\$1,142.40
Annual Fee MaaS LDAP enabled Single Sign-On Support	4	\$285.60	\$1,142.40
Annual Fee MaaS Solufy Akwire Platform	1	\$1,713.60	\$1,713.60
Maximo Asset Management - Limited User	102	\$576.91	\$58,844.82
SmartCloud Control Desk - Authorized User	125	\$530.07	\$66,258.75
Maximo Asset Management - Authorized User	30	\$1,150.40	\$34,512.00
Additional Storage (Per 10 GB)	2	\$571.20	\$1,142.40
Combined Total			\$332,931.18

Service Fee Schedule

The estimated annual amount provided in the table below is subject to change and may be increased or decreased as required for airport operations. The amounts listed below are an estimated annual amounts during the five(5) year Contract term.

Period	Payment Due	Amount
Year 1	Net 30	\$332,931.18
Year 2	Net 30	\$332,931.18
Year 3	Net 30	\$332,931.18
Year 4	Net 30	\$339,589.80
Year 5	Net 30	\$346,381.60
Combined Total	Estimated not to exceed	\$1,684,764.94

ATTACHMENT 2
SERVICE LEVEL CONTRACT
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153

This Service Level Contract ("SLC") outlines the general terms and conditions under which CONSULTANT and its sub-consultants provide certain Services, namely MaaS services to OWNER. Notwithstanding anything to the contrary in this SLC or otherwise, this SLC does not apply to Services consisting of any additional Maximo® instance used in a testing, development or training environment.

1. Definitions

- a. Availability - The OWNER's ability to access/use the subscribed MaaS environment and resources within the committed timeframes. Availability commitments are summarized below. End User – An individual on OWNER's staff making use of the Services.
- b. Downtime – Time during which a computer system or network is not available for use. Downtime occurs in two (2) forms, planned and unplanned. Planned Downtime is forecast by the owner of the affected system(s) and is used for maintenance, upgrades, or other system management activities. Unplanned Downtime is defined as any Downtime that is not planned. Causes for Unplanned Downtime include, but are not limited to: hardware or software failures, power outages, telecommunications network failures, or human error.
- c. End User – An individual on OWNER's staff making use of the Services.
- d. Interruption – A situation that results in the OWNER being either, (a) totally unable to access the Services, or (b) unable to make use of the Services because of performance outside agreed parameters.
- e. Service Hours – Hours during which CONSULTANT provides Services to OWNER as specified in this SLC.
- f. Trouble – An issue or condition that is either causing an Interruption, or, if left unresolved is likely to cause an Interruption.

2. Annual Availability Commitment of 99.99% is provided for hardware, network and software applications.

OWNER must be able to access the MaaS resources subscribed to under this Contract. MaaS Datacenters are designed and engineered to meet SSAE 16, CSAE 3416, and ISAE 3402 guidelines. The Availability is determined based on 24 hours per day and seven (7) days per week except for times of unavailability due to Planned Downtime and exclusions such as: (i) planned maintenance windows for which CONSULTANT provides at least 48 hours prior notice whenever possible; (ii) failure of any Network or Internet Infrastructure not owned or managed by CONSULTANT or its sub-consultants (iii) Downtime caused by any failure of OWNER's computer systems, network, hardware or software or its telecommunications equipment or other equipment; (iv) Downtime caused by any act or omission of any End user that is inconsistent with CONSULTANT's suggested use or OWNER's authorized use of the system; (v) Downtime caused by events beyond CONSULTANT or its sub-consultants' reasonable control.

3. Service Philosophy

CONSULTANT is guided by two (2) central principles: flexibility and proactivity. Flexibility means that CONSULTANT will adapt to the needs of our OWNER's and the facts of each situation. Proactivity means that CONSULTANT will not wait to take action; our goal is to prevent trouble, rather than simply responding to it.

4. Service Level Credit

In the event that the OWNER cannot access the system for any reason other than those listed above, CONSULTANT will provide a Service Level Credit. OWNER may request a credit on their next invoice for up to ten (10) days of service interruption, based upon the amount of time the system was unavailable. Service Level Credits must be requested in writing within ten (10) days of the interruption.

Trouble Resolution Procedure

- a. Identify Trouble - OWNER contacts CONSULTANT (see Suggested Contact Channels) or CONSULTANT identifies trouble. Based on priority descriptions described by CONSULTANT (Paragraph 5. Priority Level and 6. Escalation), OWNER determines Priority.
- b. Diagnosis - Based on description by OWNER, or internal monitoring, CONSULTANT determines cause and corrective plan of action
- c. Apply Resolution - Based on the appropriate priority, CONSULTANT either applies the resolution or monitors resolution efforts and provides updates to OWNER point of contact.
- d. Recover & End Trouble - After resolution is applied & any necessary recovery efforts are completed, OWNER is contacted to see if the trouble is deemed to be resolved to his/her satisfaction.
- e. Follow up - Where applicable, support issues will be reviewed by the appropriate CONSULTANT personnel to ensure that the resolution was effective and to decide if any precautionary measures can be taken so that the trouble is not repeated.

5. Priority Levels & Response Times

OWNER shall designate in writing to CONSULTANT at least one (1), but no more than three (3) contacts who are authorized to communicate with CONSULTANT in connection with support. The contact shall be fully qualified to use the computer equipment and computer software programs installed on the OWNER's premises, and familiar with accessing and using a Web browser on the Internet.

Determination of the priority level of any issue, question or interruption is determined by OWNER point of contact. Once the circumstances are reviewed, CONSULTANT can suggest a change to this level, but any change must be approved by OWNER point of contact.

6. Escalation

CONSULTANT is committed to resolving issues quickly and with minimal impact to OWNER operations. In order to ensure total focus on the issue resolution process, CONSULTANT provides an escalation procedure. This procedure is based on issue resolution, not simply start of action. If the issue is not resolved within the time period indicated additional resources will be assigned as appropriate.

SEVERITY	DESCRIPTION OF LEVEL	EXAMPLES	SERVICE HOURS	ESCALATION
Urgent	Critical site-wide issues	Site-wide Maximo availability issue	24 X 7	To Director of CONSULTANT Support after 4 hrs.
High	Affects production or daily use of Maximo for all users	Critical error message that OWNER cannot correct through the Maximo applications	24 X 7	To Director of CONSULTANT Support after 24 hrs.
Low	User application support	Examples are hot fix and patch installations and significant changes to the	Normal Business Hours	To Director of CONSULTANT Support after 72 hrs.
Enhancement or Customization	Requested enhancement or customization	Examples are hot fix and patch installations and significant changes to the	Normal Business Hours	Prioritized on case-by-case basis

CONTACT METHOD	CONTACT INFORMATION	CONTACT METHOD AVAILABILITY
Customer Support Phone	866-298-1658	Normal Business Hours 8 a.m. – 7:00 p.m. Eastern Standard Time, Monday-Friday (except Holidays). or 24x7 for Emergency Support
Email	support@mavenasset.com	Normal Business Hours

Our Support Team monitors all service and support issues. If at any time OWNER is not satisfied with the level of support received, please contact Jennifer, Gatzka, directly via email at jgatzka@mavenasset.com, or Projetechn CEO, Steve Richmond, directly via email at srichmond@projetechn.com.

**ATTACHMENT 3
SERVICE LEVEL
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153**

This Service Level (SL) is applicable to all Cloud Services SoftLayer delivers to OWNER SL's for IBM Cloud Services SoftLayer makes available to OWNER will be as specified in an applicable IBM Service Description. SL's for Third Party Services are as set forth in applicable TPS Agreements. This SL does not apply to any third parties, including OWNER end users. **SL Credits are OWNER's sole and exclusive remedy for any failure to meet a specified service level.**

1. Definitions

Claimed Outage – the period (measured in minutes) during which OWNER claims a Loss of Service during a Measurement Period.

Excluded Minutes – the portion of any outage that is attributed to one (1) or more exclusions listed below item 6.

Loss of Service – OWNER's inability to access OWNER's Cloud Services in the SoftLayer data centers providing those services. If OWNER can connect to one (1) of the SoftLayer data centers to access the Cloud Services, there is no Loss of Service, whether or not OWNER can use any content.

Measurement Period – the relevant Agreement month.

Qualifying Outage Minutes – the aggregate of all Claimed Outage minutes during a Measurement Period verified by SoftLayer, minus any Excluded Minutes.

SL Credit – a specified credit for failure to meet a specified service level.

2. Services Level Commitments

SoftLayer will use reasonable efforts to provide the following availability service levels.

CLOUD SERVICE	SERVICE LEVEL
Public Network	100%
Private Network	100%
Customer Portal Access	100%
Redundant Infrastructure Power and HVAC Access	100%

3. SL Credit

For each 30 continuous minute period of Qualifying Outage Minutes in a Measurement Period, SoftLayer will provide an SL Credit in the amount of 5% of the charges for the Cloud Service which was subject to the Loss of Service. Any period of Qualifying Outage minutes which are less than 30 continuous minutes will not be eligible for an SL Credit. Claimed Outages for different Cloud Services may not be combined to meet this calculation. SL Credits for failure to meet specified response time for hardware replacement or hardware upgrade are set forth below item 7.

4. Claim Procedure - To receive a SL Credit, OWNER must follow this process

- a. OWNER's identified master administrative user must report a Claimed Outage by opening a ticket in the Portal within seven (7) days following the end of the Claimed Outage. The ticket must include Cloud Service type, IP address, dates and times of the Claimed Outage, error messages received (if any), contact information, and a full description of the Loss of Service, including logs, if applicable.
- b. SoftLayer will review and verify the Claimed Outage(s) and SoftLayer determination of a SL Credits is final.
- c. OWNER agrees to continue to make payment in full for Cloud Services while a Claim Outage is being reviewed or SL Credit is being determined.
- d. SoftLayer will communicate the SL Credits to OWNER through the Portal.

OWNER does not qualify for SL Credits if OWNER: i) is not current on payment of charges at the time of the report of the Claimed Outage; or ii) has not paid charges when due for the Cloud Services three (3) or more times in the previous 12 calendar months.

5. Use of SL Credits

SL Credits may be used solely to apply to future charges per SoftLayer's standard policies or for future payments due for the particular Cloud Service for which the SL Credits are issued. SL Credits may not be used to reduce payments due below zero for any month and may not be used until any violations of the Contract are resolved to SoftLayer's reasonable satisfaction. SL Credits may not be sold or transferred. False or duplicative Claimed Outages are a violation of the Contract and may, in SoftLayer's discretion, result in a suspension or termination of the Cloud Services. SL Credits expire on termination or expiration of the Contract.

6. Exclusions

Excluded Minutes are based upon the following exclusions:

- SoftLayer is performing system upgrades, enhancements or routine maintenance which is announced on the Portal at least two (2) days in advance or maintenance determined by SoftLayer to be an emergency upon notice provided through the Portal ("Scheduled Maintenance");
- problems with OWNER's Internet access;
- system administration, commands, and file transfers performed by OWNER or OWNER representatives;
- problems caused by OWNER's use of the Cloud Services or any OWNER end user's use of an OWNER Solution;
- problems arising from OWNER or third party provided hardware, software, applications or OWNER's content;
- force majeure events; or
- suspension of the Cloud Service as provided in the Contract.

7. Service Levels for Hardware Replacement and Hardware Upgrades

For hardware replacement, SoftLayer will use reasonable efforts to replace failed hardware and hardware components within the service level time period from the time SoftLayer verifies OWNER's report of a hardware failure. For hardware upgrades, SoftLayer will use reasonable efforts to complete all planned hardware upgrades within the service level time period from the end of the hardware upgrade Scheduled Maintenance period as confirmed in advance in the Portal. Service level time periods exclude any time required to reload the operating system or applications. OWNER will be eligible for a SL Credit for future charges in an amount calculated based upon the applicable credit percent for failure to meet a specified service level time period directly related to the Cloud Service affected by the hardware replacement or upgrade.

SERVICE LEVEL TIME PERIOD	CREDIT PERCENT
1 hour or less	none
1.1 to 6 hours	20%
6.1 to 10 hours	40%
10.1 to 14 hours	60%
14.1 to 18 hours	80%
18 hours +	100%

8. Disaster Recovery

- a Recovery Point Objective (RPO) = 1 hour
- b. Recovery Time Objective (RTO) = 24 hours

EXHIBIT B
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153

INSURANCE REQUIREMENTS

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

1. **Format/Time:** The CONSULTANT, 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 CONSULTANT's insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
4. **Endorsement/Cancellation:** The CONSULTANT's general and automobile liability insurance policies shall be endorsed to recognize specifically the CONSULTANT'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 CONSULTANT and subCONSULTANT, 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 CONSULTANT'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 CONSULTANT fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the CONSULTANT to stop the work, declare the CONSULTANT 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 CONSULTANT or deduct the amount paid from any sums due the CONSULTANT under this Contract.
15. Damages: The CONSULTANT 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 CONSULTANT, their subcontractors or anyone employed, directed, or supervised by CONSULTANT.
16. Cost: The successful CONSULTANT 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. CONSULTANT'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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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)	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:	3. BEST's RATING	
	INSURER B:		
	INSURER C:	COMPANY'S BEST KEY RATING	
	INSURER D:		
	INSURER E:	A-VII or BETTER	
2. NAME, ADDRESS, PHONE AND FAX NUMBERS	INSURER F:		

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)	LIMIT	
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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.	AUTOMOBILE LIABILITY <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.	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$(L) 5,000,000
							AGGREGATE	\$(M) 5,000,000
								\$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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. 1153 - CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES 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

EXHIBIT C
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153

CONSULTANT 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 77th 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 D
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153

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: _____
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: _____

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 E
CONTRACT FOR MAXIMO INTEGRATION AND SUPPORT SERVICES
CBE-1153

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 77th 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 checked="" 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:

1

Business Information:

Corporate/Business Entity Name:	IHCS, Inc.		
(Include d.b.a., if applicable)	Maven Asset Management		
Street Address:	104 Myrtle Ridge Rd.	Website:	www.mavenasset.com
City, State and Zip Code:	Lutz, FL 33549	POC Name:	Jennifer Gatzka
Telephone No:	813 231 4690	POC Email:	jgatzka@mavenasset.com
		Fax No:	
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>
Jennifer Gatzka	CEO	95%

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.

<p style="text-align: center;"></p> <p>Signature _____</p> <p>CEO</p> <p>Title _____</p>	<p style="text-align: center;">Jennifer Gatzka</p> <p>Print Name _____</p> <p style="text-align: center;">9/2/21</p> <p>Date _____</p>
---	--

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
<i>n/a</i>			

*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 F
FEDERALLY REQUIRED CONTRACT PROVISIONS
McCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

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EXHIBIT F

FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

For purposes of this Exhibit F, 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
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input checked="" 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
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Number of Clark County Nevada Residents Employed:

1

Business Information:

Corporate/Business Entity Name:	<u>IHCS, Inc.</u>		
(Include d.b.a., if applicable)	<u>Maven Asset Management</u>		
Street Address:	<u>104 Myrtle Ridge Rd</u>	Website:	<u>www.mavenasset.com</u>
City, State and Zip Code:	<u>Lutz, FL 33549</u>	POC Name:	<u>Jennifer Gatzka</u>
Telephone No:	<u>813 231 4690</u>	POC Email:	<u>jgatzka@mavenasset.com</u>
		Fax No:	<u>n/a</u>
Nevada Local Street Address:		Website:	
(If different from above)	<u>n/a</u>	Local POC Name:	
City, State and Zip Code:		Local POC Email:	
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Signature
CEO
Title

Jennifer Gatzka
Print Name
9/2/21
Date

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Notes/Comments:

Signature

Print Name
Authorized Department Representative