



togetherforbetter

CLARK COUNTY, NEVADA

RFP NO. 607397-24
RIDESHARE SERVICES FOR STUDENT TRANSPORTATION

ALTERNATIVE LOGISTICS TECHNOLOGIES HOLDING, INC DBA EVERDRIVEN TECHNOLOGIES, LLC
NAME OF FIRM
John Panetta, Sr. Account Executive
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5680 Greenwood Plaza Boulevard Greenwood Village, Colorado 80111
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(408) 386-7800
(AREA CODE) AND TELEPHONE NUMBER
N/A
(AREA CODE) AND FAX NUMBER
ipanetta@everdriven.com
E-MAIL ADDRESS

RIDESHARE SERVICES FOR STUDENT TRANSPORTATION

This Contract is made and entered into this _____ day of _____ 2026, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and ALTERNATIVE LOGISTICS TECHNOLOGIES HOLDING, INC DBA EVERDRIVEN TECHNOLOGIES, LLC (hereinafter referred to as PROVIDER), for RIDESHARE SERVICES FOR STUDENT TRANSPORTATION hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, PROVIDER 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, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through June 30, 2027, with the option to renew for 6, one-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT**A. Compensation**

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit A) and in accordance with the pricing structure included in Exhibit A. It is expressly understood that the entire work defined in Exhibit A must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Payments

PROVIDER will be entitled to payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (Exhibit A).

C. Terms of Payments

1. Each invoice received by COUNTY must include a report based on actual work performed. A listing of the required invoicing data is included as Exhibit A-4.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit A, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.2 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.

5. In the event that legal action is taken by COUNTY or PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER.
7. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to:

For Clark County Family Services (CCFS):	Clark County DFS-Fiscal 500 South Grand Central Parkway, 3 rd Floor Las Vegas, Nevada 89155 Email: DFSFiscal@ClarkCountyNV.gov
For Clinical and Community Services (CCS):	Email: CCSContracts@ClarkCountyNV.gov
For Clark County Social Services (CCSS):	Email: CCSSFiscalServices@ClarkCountyNV.gov

9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

D. COUNTY'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 COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'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 COUNTY'S purchase order(s) to PROVIDER.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time request 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 PROVIDER 'S cost or time required for performance of any services under this Contract, PROVIDER shall notify COUNTY in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change. An equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be amended in writing accordingly.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. PROVIDER shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER shall follow COUNTY'S applicable standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products.
1. Permitted or required approval by COUNTY of any products or services furnished by PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for COUNTY 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 PROVIDER to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- I. The rights and remedies of COUNTY 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 VI: SUBCONTRACTS

- A. COUNTY consents to PROVIDER's use of subcontractors, provided that PROVIDER remains solely responsible for the entire performance of this Agreement. All subcontractors engaged by PROVIDER shall be required to comply with all applicable terms and conditions of this Agreement including but not limited to drug and alcohol screening, and background checks.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER is liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.

- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jeremy Law, Clark County Family Services, telephone number (702) 455-3306 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform PROVIDER by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. PROVIDER will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.
- B. PROVIDER shall complete the PROJECT in accordance with Exhibit A of this Contract.
- C. If PROVIDER'S performance of services is delayed or if PROVIDER'S sequence of tasks is changed, PROVIDER shall notify COUNTY'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 COUNTY'S written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY will pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.
- B. Termination
1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default 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. the opportunity to cure;
b. not less than one hundred twenty (120) calendar days written notice of intent to terminate; and
c. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience
 - a. This Contract may be terminated in whole or in part by either party for its convenience; but only after the non-terminating party is given:
 - i. not less than ninety (90) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with the terminating party prior to termination.
 - b. If termination is for COUNTY'S convenience, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount will be allowed for anticipated profit on performed or unperformed services or other work.
3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount will be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER 'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise.
5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
6. 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 PROVIDER 'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may delay payment until such time as insurance coverage is re-established, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

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 COUNTY:

Clark County Family Services, Director

500 South Grand Central Parkway, 3rd Floor

Las Vegas, Nevada 89155

DFSAdminteam@ClarkCountyNV.gov

TO PROVIDER: John Panetta, Sr. Account Executive
5680 Greenwood Plaza Boulevard
Greenwood Village, Colorado 80111
Email: jpanetta@everdriven.com

TO PROVIDER: Haley Morosky, Contracts Lead
(For Insurance Notices) 5680 Greenwood Plaza Boulevard
Greenwood Village, Colorado 80111
Email: contracts@everdriven.com

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, 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. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

B. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, PROVIDER agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

C. Non-Discrimination/Public Funds

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

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

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and their employees, officers and agents of COUNTY from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by PROVIDER or any agent or representative of PROVIDER to any officer or employee of COUNTY 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, COUNTY shall be entitled:
 - a. to pursue the same remedies against PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; 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 COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY 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.

H. Audits

The performance of this Contract by PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to PROVIDER. 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 be cause for suspension and/or termination of the Contract.

I. Covenant

PROVIDER 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. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

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

K. ADA Requirements

All work performed or services rendered by PROVIDER 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, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit C). The information provided in Exhibit C by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

N. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

O. Force Majeure

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

R. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

S. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial one-year term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County Department of Finance, Purchasing and Contracts Division, Purchasing Analyst, 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155 or via electronic mail to DFSCONTRACTS@ClarkCountyNV.gov. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only 1 written price adjustment request(s) will be accepted from PROVIDER per one-year term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Consumer Price Index (CPI): Gasoline, all types, per gallon/3.785 liters in U.S. city average, average price, not seasonally adjusted. Series ID: APU00007471A will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or five (5) percent for an increase or decrease.

☐ Suitable Proof:

Print-out of CPI index and calculated increase.

☐ Discontinued Price Index:

Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics, a similar index may be mutually agreed to in writing by both parties.

☐ Drastic Market Conditions

Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.

☐ Price Decrease

COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial one-year term and for any subsequent term(s) if the decrease exceeds 5 percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not

passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.

T. Companies that Boycott Israel

PROVIDER certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

U. Liquidated Damages

1. The parties acknowledge and agree that, in the event of the occurrences described in Sections 2-4 below, COUNTY will incur costs, losses, and administrative burdens that would be difficult or impracticable to ascertain with precision at the time of contracting. Accordingly, the parties agree that the fees set forth herein constitute a reasonable, good-faith estimate of such damages and are intended as liquidated damages, not as a penalty.
2. No-Show Fee. If PROVIDER'S driver fails to arrive within 30 minutes of the scheduled ride time, and without providing the required notice of cancellation, PROVIDER shall pay a liquidated damages fee of thirty dollars (\$30) for each such no-show.
3. Late Cancellation Fee. If PROVIDER's driver cancels a scheduled ride with less than ninety (90) minutes of notice, PROVIDER shall pay a liquidated damages fee of thirty dollars (\$30) for each such late cancellation.
4. Late Arrival Fee. If PROVIDER's driver arrives more than 15 minutes after, but less than 30 minutes after the scheduled ride time, PROVIDER shall pay a liquidated damages fee of fifteen dollars (\$15) for each such late arrival. If a late arrival also results in a no-show under this Agreement's definitions, only the higher applicable fee shall apply.
5. Non-Exclusivity of Other Contractual Remedies. Except as expressly provided in Section 4 regarding overlapping fees, these liquidated damages are in lieu of actual damages for the specific occurrences described above and are the sole monetary remedy for those occurrences; however, they do not limit either party's rights to exercise any non-monetary remedies expressly provided in this Agreement, including termination, nor do they limit recovery for breaches unrelated to the occurrences described in Sections 2-4.
6. Payment Terms. Notice of liquidated damages assessed will be provided by CLARK COUNTY to PROVIDER on a monthly basis. PROVIDER agrees they will discount the next month's invoice in the amount stated on the liquidated damages notice.

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

COUNTY:

CLARK COUNTY, NEVADA

By: _____
JESSICA COLVIN
Chief Financial Officer

DATE

PROVIDER:

ALTERNATIVE LOGISTICS TECHNOLOGIES HOLDING, INC
DBA EVERDRIVEN TECHNOLOGIES, LLC

By:  _____
DANIELLE PRESS
Chief Growth Officer

7/21/2026

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By:  _____
SARAH SCHAERRER
Deputy District Attorney

7/21/2026

DATE

EXHIBIT A RIDESHARE SERVICES FOR STUDENT TRANSPORTATION SCOPE OF WORK

INTENT

Provide safe, reliable transportation services to students and youth to and from school, summer school, scheduled appointments or programming.

A. RESPONSIBILITIES OF PROVIDER:

1. Provide daily, weekly, and monthly drop off and pick up services to youths ensuring that vehicles are available for daily attendance at appropriate destinations during the regular school year as well as for summer school, scheduled appointments, or programming.
2. Provide a combination of sedans, SUVs, minivans, and wheelchair accessible vehicles to transport students with unique transportation needs. Vehicles must be outfitted with safety equipment like wheelchair ramps, car seats, or safety vests, etc. as required by the individual needs of each student.
3. Provide all management personnel, operation, and reporting required of the contracted services.
4. Provide all dispatch and ride management services through PROVIDER'S app, website and customer support operations.
5. Begin transporting each youth on the second business day for each referral received by, at, or prior to twelve o'clock (12:00) p.m. Transportation will begin no later than the third business day when the referral is received by PROVIDER after twelve (12:00) p.m.
6. Maintain current records of each youth's name, child identification number, dates of trips, and services. The following reports and operational records shall be included and provided to COUNTY:
 - a. Service Log. PROVIDER shall deliver students approximately 15 minutes prior to the start of school, appointments, or activities. Any planned variance must be approved by COUNTY.
 - b. Late Protocol. If driver is late for pick up or drop off, they must notify COUNTY and guardian(s) as soon as possible.
 - c. Schedule change. All schedules shall deliver youths approximately 15 minutes prior to the start of school, appointments, or activities. Any planned variance must be approved by COUNTY.
 - d. Driver Log and Compliance Requirements. PROVIDER will ensure that all drivers coming in contact with children through this contract meet the minimum background checks required by COUNTY.
 - e. Incident Reports. All incidents must be reported to COUNTY immediately by cellphone, as well as contacting PROVIDER'S safety representative(s). After the incident has been resolved, an Incident Report must be completed using an appropriate and approved incident report form, to be mutually agreed upon between the Parties, email acceptable.

B. ADMINISTRATION AND SUPERVISION OF TRANSPORTATION SERVICE

Maintain staff as required for effective management and supervision for the transportation service provided to PROVIDER. Personnel such as dispatchers and management personnel shall not drive vehicles except in an emergency. In addition, PROVIDER shall employ and assign a responsible project manager to act as a main point of contact with COUNTY, to ensure that all drivers are complying with the requirements of the contract, and to provide COUNTY with all reports required under the contract. PROVIDER shall maintain a 10% driver surplus to scale.

C. CUSTOMER SUPPORT TEAM

PROVIDER shall provide Student Monitoring and Tracking (SMT) including, but not limited to the following:

1. Direct day-to-day route management.

2. Manage and monitor trips, ensuring safety, on-time performance, and cost-efficiency.
3. Utilize call center to communicate with school staff, parents, guardians, and respond quickly to changes in trip and call volume.
4. Provide customer support in both English and Spanish.
5. Available Monday through Friday, from 5:00 a.m. (Pacific) through 6:00 p.m. (Pacific).

D. ACCIDENT REPORTS

All accidents which involve vehicles and personnel while in operation pursuant to this contract shall be reported to COUNTY. Accidents involving injuries to students or other persons shall be reported to COUNTY immediately after PROVIDER is notified of same. Accident report may be delivered verbally; however, a written report which includes all available and pertinent information must be provided to COUNTY as soon as reasonably possible after each occurrence, but in no event later than three (3) working days after the accident. The appropriate law enforcement jurisdiction, or relevant law enforcement agency, must be notified if required by law.

E. GENERAL DRIVER REQUIREMENTS

1. Qualifications. All drivers must be fully licensed to drive in the State of Nevada and have valid insurance coverage that includes provision of rideshare services.
2. Moral Character. PROVIDER recognizes that, for the protection of student, drivers and other persons who have contact with youths and their families must be of stable personality and high moral character. PROVIDER shall assure that PROVIDER personnel meet these qualifications. PROVIDER will not allow any person to drive a vehicle whose conduct might in any way expose a child to any impropriety of word or conduct, nor shall PROVIDER allow any person to drive a vehicle who is not, at the time, in a condition of mental and emotional stability. The use of drugs, alcohol, and tobacco while driving a vehicle is prohibited.
3. Drugs or Alcohol while Driving. Terminate immediately any driver whom PROVIDER or COUNTY reasonably believe has driven a vehicle under the influence of drugs or alcohol. PROVIDER shall maintain a zero-tolerance policy. No driver shall be permitted who has a Driving Under the Influence (DUI) on their record.
4. Emergency Communication. Driver's cell phones shall be maintained in good operating condition at all times. PROVIDER shall instruct drivers and other appropriate staff in the use of the equipment in accordance with PROVIDER emergency safety procedures.
5. Discipline. PROVIDER shall report to COUNTY in writing all incidents of misconduct and corrective actions taken.
6. Seat Belts and Booster Seats. Seat belts will be provided in all vehicles, in each seat, as required by law. Drivers will require youths to use seat belts prior to vehicle being placed in drive position. All booster seats shall meet appropriate Federal Motor Vehicle Safety Standards and required crash test. All drivers shall have access to booster seats.
7. Driver Training and Safety Program. The driver training and safety program shall include, but is not limited to, the following:
 - a. Pick up/drop off protocols and procedures.
 - b. Communicating with PROVIDER'S live support team, foster parents, and agencies via phone and text to address last minute changes, trouble locating a rider, emergency and other issues.
 - c. Driving policies, procedure, and requirements.
 - d. Privacy of riders (including no contact or photo/video). Driver is not to disclose or discuss any information regarding the youth, including the child's name, DOB, or any information regarding their circumstances or foster care case disposition.
 - e. Phone usage during rides, including no texting or talking.

F. CERTIFYING DRIVERS & MONITORS

Prior to any direct contact with children, PROVIDER will vet each driver and/or monitor as follows:

1. **Trusted Driver Selection.** Each driver is selected by a trusted staffing service provider.
2. **Drug and Alcohol Screening.** Prior to any contact with student(s), each driver or monitor must complete drug and alcohol screening as further described below. In addition, drivers and monitors must enroll in a drug and alcohol testing consortium, which tests drivers and monitors annually, at random, with reasonable suspicion, and post-accident.
3. **Background Checks.** Drivers and monitors must successfully complete background checks as outlined below.
4. **Driver and Monitor Education.** Drivers and monitors must successfully complete PROVIDER'S Driver Education Course as outlined below, as well as any COUNTY-selected education course(s).
5. **Vehicle Inspection (Drivers only).** Each driver's vehicle must meet the requirements outlined below, and any state or local inspection requirements.
6. **Initial Motor Vehicle Records (MVR) Check (Drivers only).** PROVIDER will conduct an initial MVR check to assess safety and driving habits. MVR checks will be performed periodically to ensure that drivers are continuing to follow safe driving practices. Drivers with three (3) infractions in the past three (3) years will automatically be disqualified from providing services under this Contract.

G. MONITORS

Students that require an additional level of care may require the use of a monitor or aide. Monitors may be provided by COUNTY, or PROVIDER. If PROVIDER is responsible for procuring a monitor, PROVIDER will be responsible for educating and coordinating monitor(s) using the same protocol used for drivers.

H. SUBSTITUTE DRIVERS

PROVIDER will try to provide youths with the same driver and vehicle every day. If the same driver is not available, a substitute driver will be provided. Substitute driver(s) must have undergone the same training and requirements that match the needs of the specific student. PROVIDER will notify COUNTY and the youth's guardian as soon as the substitute driver is selected, and provide the updated driver and vehicle details.

I. DRIVER AND MONITOR EDUCATION COURSE

Prior to direct contact with children, PROVIDER will require drivers and monitors to complete a training course to ensure that they each meet the standards required in this Contract. The course will culminate in an examination in order to become certified. The course will include the following:

1. **Introduction**
 - a. **Company introduction:** PROVIDER's history, mission and values.
 - b. **Safety Commitment:** Driver/Monitor's role in keeping students safe.
 - c. **Guidelines:** Operational protocols and procedures.
 - d. **Tools and Technology:** Driver App, VIP App, District Portal, Service Provider Portal.
2. **Safety Best Practices**
 - a. **Safety Basics:** Unsafe conditions vs. unsafe behaviors.
 - b. **Safety Management:** Identifying and mitigating hazards.
 - c. **Industry Best Practices:** Safety protocols specific to alternative student transportation.
3. **Defensive Driving and Additional Safety Practices**
 - a. **The Four Driving Principles of Safety:** Look ahead, look around, leave room, communicate.
 - b. **Safety Scenarios:** Removing or greatly reducing risk while driving.
 - c. **Unsafe Conditions:** Navigating adverse driving conditions.

4. Understanding the Needs of the Students
 - a. Passenger Overview: The types of students to be transported.
 - b. Individualized Needs: Unique student needs and overcoming potential transportation challenges.
 - c. Student Communication: How to best interact with each student and their guardians.
 - d. Passenger Safety: Adjusting for safety and comfort.
5. Safety Equipment
 - a. Obtaining Equipment: How/where to get required equipment.
 - b. Equipment Types: Identifying types of equipment and how they protect the student.
 - c. Installing Equipment: Properly installing equipment to ensure student safety.
6. Loading and Securing Wheelchairs
 - a. Manual Transfer: Safely moving a student from their chair to car seat.
 - b. Lifts and Ramps: Properly using wheelchair lifts and ramps.
 - c. Securing Mobility Devices: Loading and securing wheelchairs.

J. TRANSPORTING STUDENTS WITH SPECIAL NEEDS

PROVIDER will train drivers and monitors to provide services to safely transport students with unique needs, including but not limited to the following:

1. Overview of IDEA, IEPs, 504 plans, ESSA and the McKinney-Vento Act.
2. Types of disabilities and addressing potential transportation challenges.
3. How to make each student feel safe and comfortable.
4. Best practices for communication/interaction with students with special needs.
5. The importance of committing to a routine.
6. Accessing passenger notes provided by guardians and/or district staff.
7. De-escalation techniques.
8. Properly securing students.
9. Loading/unloading students and their specialized equipment.
10. Properly securing mobility devices.

K. VEHICLE STANDARDS

PROVIDER shall ensure that all vehicles used in provision of services under this Contract are maintained in good mechanical and safe operating condition at all times. Vehicle model year must be within ten years of the current calendar year.

1. **INSPECTION.** An inspection of each vehicle by a licensed mechanic must be conducted prior to the start of service, and on an annual basis thereafter.
 - a. Vehicles must pass a 50+ point inspection, as further detailed in Exhibit A-1 Sample Vehicle Inspection & Approval Form.
 - b. Drivers are required to adhere to maintenance schedules provided by the vehicle manufacturers.
 - c. PROVIDER must maintain records of any mechanical inspections (pre-service and annual), routine maintenance performed, and any repair records. PROVIDER will provide records to COUNTY upon request.
2. **QUALITY CHECKS.** PROVIDER will conduct quality checks on vehicles at random every day. Quality checks will include checking for cleanliness, comfort, obvious visual damage, and ensuring that vehicles are free of odors.
3. **COMPLIANCE POLICIES.** PROVIDER will ensure that all state, local and district laws, regulations, and policies are followed by PROVIDER'S employees, contracted staff, drivers, etc.

- a. PROVIDER will confirm service providers, drivers and vehicle records are up to date and compliant with all relevant state, local and district requirements.
- b. PROVIDER will notify drivers of upcoming requirement expirations or changes (licenses, insurance, other certifications, etc.).
- c. Failure to renew or secure a required document by the expiration date will result in a suspension of status, and drivers or monitors will not be permitted to provide services until proper documentation has been provided.

L. DRIVER SAFETY POLICIES

Prior to driver dispatch, the following pre-trip services must be followed:

1. Application Usage. Driver(s) must use PROVIDER'S app in order to service a trip. Driver will review trip details and student notes to prepare for the upcoming trip. Trip notes related to specific transportation requirements will remain confidential. If the driver needs to report any delays such as traffic or weather, the dispatcher may be contacted through the app.
2. Pre-Trip Vehicle Check. The vehicle servicing the trip must be connected to the driver within PROVIDER'S compliance system. Driver will check the vehicle to ensure tires, brakes, lights, child and window locks, steering, gas levels, and safety securements are all properly in place and functional prior to starting the trip. Driver must check the interior of the vehicle to confirm the presence of required emergency equipment and that loose items will not be within a passenger's reach.
3. Driver and Monitor Identification. Drivers will be provided with PROVIDER'S window sticker to be placed on the passenger side of the windshield for easy identification by parents/guardians and school district professionals. Driver and vehicle information is identified in PROVIDER'S VIP app. PROVIDER may provide physical badges upon request of COUNTY.
4. Proper Securement. Passengers must be secured with a seatbelt, car seat, booster seat or a wheelchair 4-point restraint. Drivers will not put the vehicle in motion until everyone is properly secured. Drivers operating wheelchair vehicles must have demonstrated proficiency in securing a wheelchair prior to providing services. Drivers ensure childproof locks and windows are engaged whenever a student is transported.
5. Unimpaired Driving. Drivers or monitors may not service a trip when their ability is impaired whether through fatigue, illness, or any other issue that would cause safety concerns for the passengers, driver, and monitor.

M. ACTIVE TRIP POLICIES

To ensure the safest trip possible, drivers and monitors must adhere to the following:

1. Authorized Passengers and Stops. Only the assigned driver and applicable monitor will be in the vehicle while providing services under this Contract. Changes in route stops are not permitted without the prior consent and approval of COUNTY. If a student's pickup or drop off location changes, the guardian must send notice to COUNTY before the driver can stop at a new location. Drivers will not solicit or accept money from students or guardians in lieu of COUNTY'S instructions.
2. Loading/Unloading and Pickup/Drop Off. Drivers shall park where a student does not have to cross the street to reach their destination. Guardian or school staff member must be at the curb to receive the student(s) at the pickup and drop off locations. Drivers will wait at the curb in the vehicle until an authorized adult is present to place the student(s) into or remove the student(s) from the vehicle.
3. Passenger Supervision. Drivers and monitors will never leave passengers unattended in a vehicle. Drivers may leave a student unattended at a predetermined location only the COUNTY-approved waivers.

4. Cell Phone Policy. Cell phones shall not be in use while the vehicle is in motion unless a related call is required during transport, in which case a hands-free device will be used. Drivers will adhere to cell phone and hands-free device laws per state. Drivers will use PROVIDER'S app to facilitate the trip. All steps for app usage are required to be completed while the vehicle is safely parked.
5. Adverse Weather. Adverse weather conditions may include rain, fog/smoke, fire, windstorm, dust storm, earthquake, snow, and/or ice. Drivers should take additional safety precautions in adverse weather conditions as outlined in the Driver Education Course. Precautions include leaving earlier in preparation for the trip, ensuring all safety equipment is available, reducing speed, and/or pulling over to a safe area if necessary.

N. POST-TRIP POLICIES

After the trip has been completed, the driver will check the interior/exterior, tires, brakes, lights, steering, gas levels, securements, and any required emergency equipment to be in the vehicle. If the driver notices any personal property belonging to a passenger in the vehicle, the driver will contact PROVIDER'S dispatch to inform them of the property left behind and use its best efforts to safeguard the property until it can be returned to the passenger.

O. SECURITY AND SAFETY ON SCHOOL GROUNDS

PROVIDER shall instruct drivers regarding the rules and regulations applicable to safe driving on school grounds and shall ensure PROVIDER'S drivers exercise extreme caution at times where youths are present on school grounds.

P. SERVICE DISRUPTIONS

Notification of disruption of service provided by PROVIDER shall be reported to COUNTY as soon as possible, but in no case later than fifteen (15) minutes from the time PROVIDER is aware of such a situation (i.e.: equipment breakdowns, lost or ill drivers, student disruptions, youth illness or injury, vehicles running late, etc.).

Q. GRANT ASSURANCES

1. Comply with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any recipient or employee because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
2. Comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C.
3. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
4. Comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Act (33 U.S.C. 1251-1387), as amended-Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. Certification that neither the recipient nor its principals are presently debarred, suspended, proposed for debarment, declare ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Department and Suspension, 28 C.F.R. pt 67 & 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp 19150-19211).
6. No funding associated with this grant will be used for lobbying.
7. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.

R. DRUG AND ALCOHOL SCREENING

1. PROVIDER agrees that prior to any direct contact with children, PROVIDER will complete drug screening on all of PROVIDER'S employees, subcontractors, contracted staff, drivers, etc. For the purposes of this Contract, the term "drug" shall include but not be limited to sedatives, stimulants, hallucinogens, cocaine, crack, cannabinoids, opiates, phencyclidine, and volatile solvents. Failure to complete drug screening on all employees, contracted staff, drivers, etc., and all new employees, subcontractors, contracted staff, drivers, etc. hired or engaged after the Contract has been awarded, will result in suspension of services and/or termination of the contract.
2. If one of PROVIDER'S employees, subcontractors, contracted staff, drivers, etc. is suspected of being under the influence of drugs or alcohol during provision of services to COUNTY, PROVIDER will order immediate cessation of services by the person in question. PROVIDER will require the person to report for drug or alcohol screening immediately. Refusal of PROVIDER'S employee, subcontractors, contracted staff, driver, etc. to participate in drug and/or alcohol screening immediately will result in an immediate and permanent ban from providing services under this Contract. Sober transportation to and from the drug and alcohol screening facility will be provided by PROVIDER.
3. If one of PROVIDER'S employees, subcontractors, contracted staff, drivers, etc. is involved in an accident during provision of services to COUNTY, PROVIDER will order immediate cessation of services by the person in question. PROVIDER will require the person to report for drug or alcohol screening immediately. Refusal of PROVIDER'S employees, subcontractors, contracted staff, drivers, etc. to participate in drug and/or alcohol screening immediately will result in an immediate and permanent ban from providing services under this Contract. Sober transportation to and from the drug and alcohol screening facility will be provided by PROVIDER.
4. The results of all drug and/or alcohol screenings shall be provided to COUNTY as soon as available.
5. If PROVIDER'S employee, subcontractors, contracted staff, driver, etc. is found to have drugs and/or alcohol in their system, they will be permanently banned from providing services under this Contract.
6. COUNTY reserves the right to suspend services by any employee, subcontractors, contracted staff, driver, etc. at COUNTY'S discretion, at any time, regardless of the results of any drug and/or alcohol screening.
7. PROVIDER's subcontracted drivers will bear all costs associated with drug and alcohol screening under this contract.

S. BACKGROUND CHECKS

1. PROVIDER agrees that the COUNTY shall complete a background check on all employees, volunteers, mentors, and new employees hired after the Contract has been awarded, as well as any subcontractors and contracted staff engaged in providing services under this SOW within thirty (30) days of the execution of this SOW and prior to any direct contact with children.
2. A complete background check will include having the individual's information (i.e. demographics, fingerprints) searched through the following databases:
 - a. NCIC (National Crime Information Center);
 - b. NCJIS (Nevada Criminal Justice Information System);
 - c. SCOPE II (Shared Computer Operation for Protection and Enforcement); and
 - d. CANS (Child Abuse and Neglect Registry Search in Nevada and in any state the employee has resided during the last (5) years).

3. COUNTY requires that a PROVIDER or an employee, subcontractor, or contracted staff of PROVIDER shall not have any of the criminal convictions, charges or pending charges listed below:
- a. Murder, voluntary manslaughter, involuntary manslaughter or mayhem;
 - b. Any felony involving the use or threatened use of force or violence or the use of a firearm or other deadly weapon;
 - c. Assault with intent to kill or to commit sexual assault or mayhem;
 - d. Battery which results in substantial bodily harm to the victim;
 - e. Battery that constitutes domestic violence that is punishable as a felony;
 - f. Battery that constitutes domestic violence, other than a battery described in subparagraph (v), within the immediately preceding 3 years;
 - g. Sexual assault, statutory sexual seduction, incest, lewdness, indecent exposure or an offense involving pornography and a minor;
 - h. A crime involving pandering or prostitution, including, without limitation, a violation of any provision of NRS 201.295 to 201.440, inclusive;
 - i. Abuse or neglect of a child, including, without limitation, a violation of any provision of NRS 200.508 or 200.5083 or contributory delinquency;
 - j. A violation of any federal or state law regulating the possession, distribution or use of any controlled substance or any dangerous drug as defined in chapter 454 of NRS;
 - k. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance that is punishable as a felony;
 - l. A violation of any federal or state law prohibiting driving or being in actual physical control of a vehicle while under the influence of intoxicating liquor or a controlled substance, other than a violation described in subparagraph (xi), within the immediately preceding 3 years;
 - m. Abuse, neglect, exploitation, isolation or abandonment of older persons or vulnerable persons, including, without limitation, a violation of any provision of NRS 200.5091 to 200.50995, inclusive, or a law of any other jurisdiction that prohibits the same or similar conduct; or
 - n. Any offense involving arson, fraud, theft, embezzlement, burglary, robbery, fraudulent conversion, misappropriation of property or perjury within the immediately preceding 7 years.

In addition, the COUNTY will check the Nevada Statewide Central Registry as established by NRS 432.100 and any other state's central registry where the PROVIDER or PROVIDER'S employee, subcontractor, contracted staff or agent has resided in the last five (5) years to determine whether there has been a substantiated report of child abuse or neglect made against the PROVIDER or the PROVIDER's employee, subcontractor, contracted staff or agent within the immediately preceding 5 years.

4. PROVIDER will provide COUNTY with a list of employee(s) and new employee(s), subcontractors, and contracted staff assigned to perform the task outlined in this SOW within fourteen (14) calendar days from written notice of award. This list shall be e-mailed and scheduled with COUNTY'S Human Resources at DFShumanresources@clarkcountynv.gov.
- a. Clark County Family Services (CCFS) Human Resources will receive the required documents and coordinate with PROVIDER'S staff to initiate the Background Check process.
 - b. CCFS Human Resources will contact PROVIDER'S employee at the phone number provided on their Background Application to finalize scheduling for fingerprinting and complete the background check process. The background check process will proceed in accordance with the requirements outlined in NRS 432B.
 - c. After the fingerprints are collected by the Background Check office, once the results are received, CCFS Human Resources will receive notification of the results.

- d. CCFS Human Resources will contact PROVIDER with results notating PROCEED or DO NOT PROCEED. Details regarding PROVIDER staff background check results cannot be disclosed due to confidentiality.
5. PROVIDER is fiscally responsible for the costs of processing the Background Check at the rate stated in Exhibit A-2, Out of State Child Abuse and Neglect Search Fees & Requirements. The fee rates may vary and are subject to change without notice. The fees will be collected from the individual on the day of the scheduled appointment. The acceptable payment methods are Debit or Credit Cards and Cashiers check (NO PERSONAL CHECKS ACCEPTED).
6. Should there be a negative result of unsatisfactory outcome of the criminal records check, COUNTY reserves the right to either waiver that person, or not allow that person to interact with the children, nor provide services to COUNTY.
7. PROVIDER shall be required to have their staff self-disclose if arrested, under child abuse investigations, and any 432B items.

COUNTY requires background checks every five (5) years. Failure to complete background checks on all employees engaged in providing services under this agreement will result in suspension of services and/or termination of agreement.

**EXHIBIT A-1
SAMPLE VEHICLE INSPECTION & APPROVAL FORM**

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Vehicle Inspection & Approval Form

Driver/Subcontractor Name:		MDD (if applicable):	
Make:	Model:	Year:	Mileage
Plate #	Fuel Type (Check One)	☐ Gas ☐ Electric ☐ Other	
VIN #	Vehicle Type (Check One)		☐ Van ☐ Sedan ☐ SUV ☐ Other
Vehicle Color	Reason for Insp		☐ Initial ☐ Quarterly ☐ Annual ☐ Random ☐ Incident/Accident/Complaint

General Attributes Check All that Apply: ☐ Car Seat (Infant) ☐ Car Seat (Toddler) ☐ Safety Vest ☐ Buckle Guard ☐ Barrier ☐ Dash Cam

Exterior Front	Pass	Fail	Interior	Pass	Fail	Seating Capacity
Headlights High/Low			Heater			Ambi:
Turn Signals			AC			(Exclude Driver)
Horn			Defroster			
Wipers			Rear View Mirror			
Exterior Rear	Pass	Fail	Dome Light			
Turn Signals			Seat Condition			
Tailights			Carpet Condition			
Break Lights			Gen. Appearance			
Emergency Flashers			Steering Play			
License Plate Light			Brake Pedal Resistance			
Reverse Lights			Emergency Brake Check			
Muffler			Seat Belts			
Exterior General	Pass	Fail	Door Locks and Handles			
Windshield & Windows			Child Locks (Doors)			
Side Mirrors			Child Locks (Windows)			
Tire Tread			Instrument Panel			
Body Damage			Emergency Equipment			

Ramp Equipment	Pass	Fail	Lift Equipment	Pass	Fail	WC Capacity
☐ Side Loading ☐ Rear Loading			☐ Side Loading ☐ Rear Loading			Securement
Ramp touches floor when open			Stop Switch Operational			7 Straps (Points)
Ramp straight not bent			Verify Manual Crank			4 Floor
Safety Cable			Safety Strap			2 Waste
Safety tape on ramp			Safety tape on lift			1 Shoulder
Safety tape on ramp door			Level during lift operation			Hands on Testing
56" Door Opening Height			56" Door Opening Height			☐ Pass ☐ Fail
1" : 12" Slope Ratio			Lift is 30" wide			

Inspected By:	Date Inspected
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Failed Items	Re-inspected By	Date	Pass / Fail

EXHIBIT A-2

Out of State Child Abuse and Neglect Search Fees & Requirements

The cost of Background Check processed by Clark County is \$45 plus any applicable fees below.

Rates may vary and are subject to change.

OOS CANS Fees & Requirements

FEES:

California	\$15	Colorado	\$35
Delaware	\$14	Idaho	\$20
Minnesota	\$20	Nebraska	\$2.50
Pennsylvania	\$13	Rhode Island	\$10
South Carolina	\$8	Virginia	\$10
Washington	\$20	Missouri	\$14

NOTARIZE:

Arkansas	District of Columbia	Idaho	Maryland	Massachusetts
Montana	Nebraska	New Hampshire	New York	South Carolina
South Dakota	Texas	Vermont	Virginia	

TYPE – ALL CAPS:

California	North Dakota
Colorado	Ohio
Georgia	Oregon
Maryland	Tennessee
Mississippi	Washington
New Mexico	Wisconsin
New York	

WITNESS REQUIRED:

Alabama
Kentucky
Mississippi
Rhode Island

2nd ID (Must be SSN CARD):

Ohio	Missouri
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Revised 04/04/2022

EXHIBIT A-3
PRICING

TRIP ITEM	FEE
One-Way Trip Fee	\$30.00
Per Mile Fee (based on data from a third-party navigation provider, and rounded up to the next whole mile)	\$2.60
ADDITIONAL FEES (AS NEEDED PER TRIP)	
Wheelchair Fee (per student)	\$55.00
Car Seat/Safety Vest (per student)	\$4.00
Wait Time Fee (per hour, billed in 15-minute increments). This fee applies starting 16 minutes after the scheduled trip time.	\$60.00
Monitor Fee, provided by PROVIDER (per hour, 2 hour minimum)	\$35.00
No Show or Late Cancel Fee (less than ninety (90) minutes of notice)	\$30.00 No additional or per mile fees will apply.
NO ADDITIONAL FEES WILL BE CHARGED FOR ADDITIONAL RIDERS GOING TO AND FROM THE SAME DESTINATION	
FUEL SURCHARGE	
When the average price of gasoline exceeds \$5.00 per gallon, mileage rates will be increased by calculating 50% of the price of gasoline that exceeds \$5.00 and adding it to each mile of the trip. The price index to be used is: Series ID: APU00007471A Series Title: Gasoline, all types, per gallon/3.785 liters in U.S. city average, average price, not seasonally adjusted. Fuel surcharge will be removed as soon as the average price of gasoline drops below \$5.00 per gallon	

EXHIBIT A-4
REQUIRED INVOICING DATA

For each invoiced ride, please provide the following information:

1. Bill-To Account ID
2. Rider ID
3. Rider Name
4. Trip ID
5. Scheduled Start
6. Scheduled End
7. Origin Name
8. Origin Address
9. Destination Name
10. Destination Address
11. Canceled At Date/time
12. Cancellation Reasons
13. Est. Miles
14. Fees:
 - a. One-Way Trip Fee
 - b. Per Mile Fee
 - c. Wheelchair Fee (per student)
 - d. Wait Time Fee
 - e. Monitor Fee
 - f. No Show or Late Cancel Fee
 - g. Fuel surcharge, if applicable
15. Credits:
 - a. No Show Credit
 - b. Late Fee
 - c. Late Cancellation
16. Total Due (Including Credits)

**EXHIBIT B
RIDESHARE SERVICES FOR STUDENT TRANSPORTATION
INSURANCE REQUIREMENTS**

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

A. FORMAT/TIME:

PROVIDER shall provide COUNTY with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. 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.

B. ACCEPTIBILITY OF INSURERS:

COUNTY requires insurance carriers to maintain during CONTRACT term, an "A.M. Best" rating of not less than A.VII. COUNTY in no way warrants that the above-required minimum insurer rating is sufficient to protect the SUCCESSFUL BIDDER from potential insurer insolvency.

C. OWNER COVERAGE:

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation or Professional Liability insurance coverage. PROVIDER 'S insurance shall be primary and non-contributory with respect to COUNTY, its officers and employees.

D. ENDORSEMENTS/CANCELLATION:

PROVIDER'S general liability and automobile liability insurance policies shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given advance notice of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***

E. DEDUCTIBLES:

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance. ***If the deductible is "zero" it must still be referenced on the certificate.***

F. COMMERCIAL GENERAL LIABILITY – Occurrence Form

PROVIDER shall provide coverage with limits of liability not less than those stated below. An excess or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a 'following form' basis. Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

○ Each Occurrence:	\$1,000,000
○ Products – Completed Operations:	\$1,000,000
○ Personal and Advertising Injury:	\$1,000,000
○ Damage to Rented Premises	\$ 50,000
○ Medical Expenses	\$ 5,000
○ General Aggregate:	\$2,000,000

The Policy shall be endorsed to include coverage for physical/sexual abuse and molestation.

Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.

A separate copy of the Waiver of Subrogation endorsement must be provided. A separate copy of the Additional Insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

G. AUTOMOBILE LIABILITY

PROVIDER shall provide coverage with limits of liability not less than those stated below. Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

○ Combined Single Limit (CSL):	\$1,000,000
--------------------------------	-------------

A separate copy of the additional insured endorsement is required and must be provided for the Automobile Liability policy. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.

H. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

PROVIDER shall obtain and maintain for the duration of CONTRACT. PROVIDER who is a Sole Proprietor, shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Policy shall contain a Waiver of Subrogation against the COUNTY.

○ Workers' Compensation:	Statutory
○ Employers' Liability:	
▪ Each Accident	\$1,000,000
▪ Disease – Each Employee	\$1,000,000
▪ Disease – Policy Limit	\$1,000,000

I. UMBRELLA/EXCESS LIABILITY:

Policy shall be written on a follow-form basis with limits of no less than \$3,000,000 per occurrence and \$3,000,000 aggregate in excess of the required Commercial General Liability, Automobile Liability, and Employers' Liability, and shall be at least as broad as the underlying policies, including additional insured, primary and non-contributory, and waiver of subrogation provisions.

J. FAILURE TO MAINTAIN COVERAGE:

If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER 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. COUNTY may collect any replacement insurance costs or premium payments made from PROVIDER or deduct the amount paid from any sums due PROVIDER under Contract.

K. ADDITIONAL INSURANCE:

PROVIDER is encouraged to purchase any such additional insurance as it deems necessary. COUNTY reserves the right to request additional insurance coverages, limits, or endorsements, or to make modifications to the existing insurance requirements, as COUNTY reasonably deems necessary to protect its interests if there are material changes to the scope of work or a material increase to contract amount or upon renewal or amendment. PROVIDER shall comply with any such requirements within a reasonable period following notice from COUNTY.

L. DAMAGES:

PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.

M. COST:

PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

N. INSURANCE SUBMITTAL ADDRESS: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155

1. Description: RFP Number and Name of Contract (must be identified on the initial certificates of insurance and each renewal form).
2. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
c/o: myCOI
P.O. Box# 501970
8710 Bash Street
Indianapolis, IN 46256
3. Appointed Agent Signature to include license number and issuing state.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly
sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as RFP No. 607397-24, entitled RIDESHARE SERVICES FOR STUDENT TRANSPORTATION
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** 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 **Nevada** 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 **Nevada** 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 **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 \$2,000,000.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% 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.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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 ("BCC") in determining whether members of the BCC 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 BCC 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), 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.

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.

Nevada 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)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

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

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

1. 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.)

2. 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.

Signature

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

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

* County employee means 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 any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative