

CLARK COUNTY, NEVADA

CBE-1533

CONTRACT FOR

AIRPORT OPERATIONAL SYSTEMS MODERNIZATION

NAME OF FIRM	INFAX INC.
DESIGNATED CONTACT, NAME AND TITLE	BRYAN MICHAEL DAVIS, PRESIDENT & CEO
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	1235 OLD ALPHARETTA ROAD, SUITE 120 ALPHARETTA, GA 30005
TELEPHONE NUMBER	404-281-9330
EMAIL ADDRESS	BMDAVIS@INFAX.COM

**CONTRACT FOR
Airport Systems Modernization
CBE-1533**

This Contract is made and entered into this _____ day of _____, 2026, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and Infax Inc. (hereinafter referred to as "Contractor"), for Airport Systems Modernization (hereinafter referred to as "PROJECT"). OWNER and CONTRACTOR are each a "Party" to the Contract, and together they are the "Parties".

WITNESSETH:

WHEREAS, the Contractor has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$5,273,373.00 for the initial term, including total implementation costs and five-year operations and maintenance costs as well as all travel, lodging, meals, miscellaneous expenses, fees, and other charges.

WHEREAS, the Contractor has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and Contractor agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, the PROJECT shall be, and is, an independent CONTRACTOR, and is not an agent or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Furthermore, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend, and save OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, the CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

The CONTRACTOR shall not refuse to employ or to discharge from employment any person because of race, color, creed, national origin, gender identity, gender expression, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age.

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

- D. CONTRACTOR acknowledges that CONTRACTOR and any Subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of the OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability, or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees, or other agents.
- E. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the CONTRACTOR, its Subcontractors and their principals, officers, employees, and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of the CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions, and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the OWNER of any products or services furnished by CONTRACTOR shall not in any way relieve the CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of CONTRACTOR's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by CONTRACTOR's performance or failures to perform under this Contract.
- G. CONTRACTOR shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, the CONTRACTOR will replace him or her with a qualified person and notify OWNER of replacement. If CONTRACTOR fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.
- H. All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR for OWNER relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by CONTRACTOR to Parties other than OWNER shall become the property of OWNER and shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by OWNER. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract.

Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- I. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- J. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- K. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.

L. AIRPORT SECURITY

1. OWNER Property

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

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

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

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at Harry Reid International Airport (LAS) 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 at LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS identification badge at all times.

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

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that OWNER 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 LAS.

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 LAS Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

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

5. Landside/Public Work Areas

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

6. Security Protocols/Directives

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

M. ENVIRONMENTAL REGULATIONS

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

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

SECTION II: RESPONSIBILITY OF OWNER

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

- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
1. Copies of reports, surveys, records, and other pertinent documents.
 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONTRACTOR shall return any original data provided by OWNER.

- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III: SCOPE OF WORK

Services to be performed by the CONTRACTOR 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 CONTRACTOR's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed total amount of \$5,273,373.00. for the initial term. The initial term includes years 1-5 of Operations and Maintenance. The OWNER's obligation to pay CONTRACTOR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said not to exceed amount.
- B. The CONTRACTOR will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Work (**Exhibit A**).

C. PAYMENTS

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

E. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from date of award through completion of the five-year Operations and Maintenance period, with the option to renew for up to three (3) one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

F. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this Contract for up to six (6) months from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Contract pricing in effect at the time of extension shall apply to the Contract extension term.

G. AUTHORIZATION TO PROVIDE GOODS AND SERVICES

Commencement of the services and/ or delivery of goods as described in the Scope of Work as set forth in **Exhibit A** of this Contract, is not authorized and shall not occur until OWNER has issued a Purchase Order and all pre-commencement requirements of the Contract (e.g., insurance documentation, security badging, orientation, scheduling, etc.) have been met. Any work performed or goods delivered prior to these conditions being met will be at the CONTRACTOR's risk and expense.

SECTION VI: SUBCONTRACTS

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

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

4. In case of failure on the part of the CONTRACTOR to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will ensure completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$500.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.
5. In the event that the CONTRACTOR fails to complete the PROJECT within the time specified in the Contract, or with such additional time as may be granted in writing by the OWNER or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$500.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

B. SUSPENSION

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

C. TERMINATION

1. This Contract may be terminated in whole or in part by either Party in the event of substantial failure of the other Party to fulfill its obligations under this Contract through no fault of the terminating Party; but only after the other Party is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating Party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is affected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.

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

D. SURVIVABILITY

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

E. COVENANT AGAINST CONTINGENT FEES

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

F. GRATUITIES

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

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

G. INSURANCE

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

The CONTRACTOR shall obtain and maintain the insurance coverage as required in **Exhibit B**; incorporated herein by this reference. The CONTRACTOR 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 CONTRACTOR its CONTRACTORs and Subcontractors 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 CONTRACTOR'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 CONTRACTOR its CONTRACTORs and Subcontractors 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 CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend, and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false, or fraudulent.

I. PATENT INDEMNITY

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

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

J. INTELLECTUAL PROPERTY INDEMNITY

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

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

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

K. CYBERSECURITY REQUIREMENTS

1. CONTRACTOR shall ensure technology runs on the latest supported OS (in the case of Linux/Windows, at least 64-bit versions of that OS, supported OS build versions, ability to receive security patches that are not end of life). When requested by OWNER, CONTRACTOR shall work with OWNER to either upgrade the OS or provide a new platform, to be selected at OWNER's option.
2. CONTRACTOR shall ensure product is upgraded to a supported OS before OS reaches end-of-life.
3. CONTRACTOR shall apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release.
4. CONTRACTOR must maintain strong access controls to all devices on OWNER network to which the CONTRACTOR has access. Remote access will only occur using pre-approved methods as defined by OWNER. All remote access will be subject to audit. Only authorized individuals are to access systems on OWNER networks.
5. 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.
6. Prior to and after installation, CONTRACTOR will disclose any security assessments performed and results from those assessments, as well as recommended security practices to mitigate security issues discovered.
7. CONTRACTOR must adhere to OWNER's Cybersecurity end point protection, monitoring, and solutions.
8. OWNER will be notified of any and all security breaches that may impact OWNER systems or data held by the CONTRACTOR within 2 business days.
9. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.
10. CONTRACTOR must maintain cybersecurity insurance coverage.
11. CONTRACTOR will provide Additional Insurance Requirements for IT Vendor or IT Professional Services as described below:
 - a. Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
 - b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
 - c. 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
12. CONTRACTOR will provide a Hold Harmless agreement within 10 business days of OWNER's request.

L. CONTRACTOR INFORMATION

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

M. SUBCONTRACTOR INFORMATION

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

N. AUDITS

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

O. COVENANT

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

P. ASSIGNMENT

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

Q. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

R. CONFIDENTIAL TREATMENT OF INFORMATION

It is understood that OWNER will furnish certain information to CONTRACTOR that is non-public, security sensitive, confidential, or proprietary in nature for use by CONTRACTOR in connection with this Contract. Therefore, CONTRACTOR agrees to preserve in strict confidence all information and data obtained, assembled, or prepared in connection with the performance of this Contract. Such information and data shall be deemed to be "Confidential Information" for the purposes of this Contract. CONTRACTOR agrees to keep the Confidential Information confidential, and CONTRACTOR will not disclose any of the Confidential Information without OWNER's prior written consent. The Parties acknowledge that OWNER may be compelled to disclose Confidential Information as required by law or court order.

S. 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.

T. ADDITIONAL CONTRACT PROVISIONS

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

U. ADA REQUIREMENTS

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

V. COMPANIES THAT BOYCOTT ISRAEL

CONTRACTOR certifies that it is not engaged in, and agrees for the duration of the Contract and any renewal terms 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.

W. INAPPLICABLE CLAUSES

The OWNER is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Contract, which may include those terms and conditions relating to: liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on the County, except to the extent not prohibited by the Constitution and the laws of the State of Nevada.

X. ENTIRE AGREEMENT

This Contract, together with all Exhibits referenced herein, constitutes the entire agreement between the Parties in relation to the Subject Matter of this Contract and supersedes all prior agreements, understandings, and commitments, whether oral or in writing, between the Parties. The Parties expressly warrant that no promise, agreement, or representation which is not herein expressed has been made to them in executing this Contract and that the Parties are not relying upon any statement or representation of any other party.

Y. GENERAL

Article, section or paragraph headings, titles, or captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or extent of any provision of this Contract. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The word "will" has the same meaning as the word "shall." The word "or" is disjunctive but inclusive unless the context requires otherwise. The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation." This Contract may be executed in any number of counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received. This Contract shall not be construed either for or against either Party but shall be interpreted in accordance with the general tenor of its language and as if drafted mutually. The Parties hereto acknowledge that they thoroughly read this Contract, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

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: JAMES C. CHRISLEY, DIRECTOR OF AVIATION
CLARK COUNTY DEPARTMENT OF AVIATION
P.O. BOX 11005
LAS VEGAS, NEVADA 89111-1005

TO CONTRACTOR: BRYAN MICHAEL DAVIS, PRESIDENT & CEO
INFAX INC.
1235 OLD ALPHARETTA ROAD, SUTE 120
ALPHARETTA, GEORGIA 30005

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
JAMES C. CHRISLEY
Director of Aviation

CONTRACTOR:

INFAX INC.

By: Bryan Davis
Bryan Davis (May 15, 2026 14:41:47 EDT)
BRYAN MICHAEL DAVIS
President & CEO

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Sherry Rose
SHERRY ROSE
Senior Attorney

EXHIBIT A

STATEMENT OF WORK

1. PROJECT OVERVIEW

1.1 Introduction

This Statement of Work (SOW) defines the scope, deliverables, schedule, and responsibilities for the Airport Operational Systems Modernization project at Harry Reid International Airport (LAS). The CONTRACTOR shall provide, install, configure, test, and support three integrated systems: Airport Operational Database and Resource Management System (AODB/RMS) and Content Management System (CMS) in accordance with RFP No. 25-001.

1.2 Project Objectives

- Modernize airport operational systems replacing legacy OAISys platform
- Implement cybersecurity controls ensuring system integrity, data protections, and secure operations
- Implement integrated AODB, RMS, and CMS solutions meeting all RFP technical requirements
- Ensure high availability, redundancy, and scalability for 24/7/365 airport operations
- Minimize operational risk through phased implementation by zone
- Provide comprehensive training and support for all user groups
- Establish five-year operational support with defined service levels

1.3 Contract Reference

This SOW is executed in accordance with Clark County Department of Aviation RFP No. 25-001 dated January 14, 2025. All requirements specified in the RFP and its exhibits are incorporated by reference and shall be met by the CONTRACTOR.

1.4 Project Parties

OWNER: Clark County Department of Aviation (DOA)
CONTRACTOR: Infax Inc.

1.5 Definitions

The following terms shall have the meanings set forth below throughout this Statement of Work:

AODB (Airport Operational Database): Central data repository containing all flight, resource, and operational information. Serves as the single source of truth for airport operations data and distributes information to connected systems

AIL (AODB Integration Layer): Middleware layer that facilitates data exchange between the AODB and external systems, including airline systems, third-party vendors, and airport subsystems.

BIDS (Baggage Information Display System): Display systems showing baggage claim carousel assignments and bag delivery status information to passengers.

CMS (Content Management System): Software platform that manages, controls, and distributes content to FIDS, BIDS, and digital signage displays throughout the airport. Includes Infax Aero360 FIDS and Engage components.

Cloud-Based: Software and services hosted on remote servers accessed via the internet (e.g., AWS, Azure) rather than on local physical servers at the airport.

CONTRACTOR: The vendor awarded this contract to provide the Airport Operational Systems Modernization solution, including all subcontractors and team members.

Cutover: The planned transition from the legacy OASys system to the new AODB/RMS/CMS systems, including data migration, system switchover, and parallel operations period.

Day 1 of Operations: The first day that the new systems are fully operational in production environment and the legacy OASys system is decommissioned. Marks the start of warranty periods and the 90-day post-production period.

Deliverable: Any tangible or intangible output required under this SOW, including system components, documentation, training materials, or services that must be provided by CONTRACTOR and accepted by OWNER.

Development Environment: Non-production system environment where CONTRACTOR develops, configures, and performs initial testing of software components before deployment to Staging or Production. Used for building and unit testing systems without affecting live operations.

FIDS (Flight Information Display System): Display systems throughout the airport showing flight arrival and departure information, gate assignments, boarding status, and other flight-related data to passengers and staff.

Final Acceptance: Formal written acceptance by OWNER that all systems meet acceptance criteria, all deliverables are complete, and the 90-day post-production period has been successfully completed. Triggers final payment milestone.

Go-Live: The event when systems are deployed to production environment and begin serving live airport operations. Synonymous with Day 1 of Operations.

Legacy System: The existing OAISys platform currently in use at Harry Reid International Airport that will be replaced by the new AODB/RMS/CMS systems.

Milestone: A significant project checkpoint defined in Section 5.3 that must be achieved and accepted by OWNER before associated payment is released.

OAISys: The legacy Airport Operational Systems platform currently deployed at Harry Reid International Airport, to be replaced by this modernization project.

On-Premise: Software or hardware physically located and operated at the OWNER's facilities, as opposed to cloud-based services.

ORAT (Operational Readiness and Testing): Comprehensive testing phase before go-live where systems are validated under realistic operational conditions with participation from all stakeholders including airlines, ground handlers, and airport staff.

OWNER: Clark County Department of Aviation (DOA), the agency responsible for Harry Reid International Airport operations.

Post-Production Period: The 90-day period following Day 1 of Operations during which system performance is monitored against acceptance criteria before Final Acceptance is granted.

Priority 1 (P1): Critical incident level. Complete system or function outage with no workaround available. Extremely high impact on business operations. Requires 15-minute response and 2-hour resolution per SLA.

Priority 2 (P2): High incident level. Partial system outage or critical service unavailable without workarounds. High impact on business operations. Requires 15-minute response and 4-hour resolution per SLA.

Priority 3 (P3): Medium incident level. Non-critical service affected with workaround available. Medium or low impact on business operations. Requires 2-hour response and 24-hour resolution per SLA.

Production Environment: The live operational system environment serving actual airport operations 24/7/365. Contains real operational data and is used by airport staff, airlines, and passengers. All changes to Production must be tested in Staging Environment first.

RFP: Request for Proposal No. 25-001, Airport Operational Systems Modernization, issued by Clark County Department of Aviation on January 14, 2025, including all exhibits and amendments.

RMS (Resource Management System): Software system that manages and assigns airport resources including gates, stands, parking positions, baggage carousels, check-in counters, and other operational assets. Includes automated conflict resolution and optimization capabilities.

RPO (Recovery Point Objective): Maximum acceptable amount of data loss measured in time. For this project: ≤15 minutes, meaning no more than 15 minutes of data can be lost in the event of a system failure.

RTO (Recovery Time Objective): Maximum acceptable time to restore systems to full functionality after failure. For this project: ≤2 hours for complete system restoration.

SLA (Service Level Agreement): Contractual commitment defining performance metrics, response times, resolution times, and availability requirements for ongoing support services as detailed in Section 7.2.

SOW (Statement of Work): This document defines the scope, deliverables, schedule, acceptance criteria, and all requirements for the Airport Operational Systems Modernization project.

Staging Environment: Pre-production system environment that mirrors the production configuration, used for testing, integration validation, and user acceptance testing before deployment to production.

System Availability: Percentage of time systems are operational and accessible. Calculated as: $(\text{Total Time} - \text{Downtime}) / \text{Total Time} \times 100$. Acceptance criteria requires $\geq 99.5\%$ monthly availability.

UAT (User Acceptance Testing): Testing phase where OWNER's designated users validate that systems meet functional requirements and are fit for operational use. Successful UAT sign-off is required before production deployment.

Zone: A defined operational area of the airport (e.g., Terminal 1, Terminal 3, Concourse D) used for phased implementation to minimize operational risk. Zone definitions and sequences determined during project planning phase.

2 SCOPE OF WORK

2.1 Systems to be Provided

The CONTRACTOR shall provide the following integrated systems:

2.1.1 Airport Operational Database (AODB)

- Central repository for flight, resource, and operational data
- Integration with airline systems via AODB Integration Layer (AIL)
- Real-time data synchronization and distribution
- Historical data archiving and business intelligence capabilities

2.1.2 Resource Management System (RMS)

- Gate assignment and management
- Stand and parking position allocation
- Baggage carousel and belt assignment
- Check-in counter management
- Automated conflict resolution and bottleneck identification

2.1.3 Content Management System (CMS)

- Flight Information Display System (FIDS) management
- Digital signage content management and distribution
- Baggage Information Display System (BIDS) management
- Display device control and monitoring

2.2 Common Requirements

The CONTRACTOR shall provide the following for all systems:

- All software licenses (perpetual or subscription) for core systems and devices
- Cloud hosting infrastructure (AWS or equivalent) for AODB, RMS, and CMS systems
- Software configuration for existing airport hardware infrastructure (displays, computing devices)
- Player software and display drivers for existing display systems
- Professional services including design, configuration, installation, testing
- Test/staging environment for pre-production validation
- Integration with existing airport systems per Integration Matrix (RFP Section 3)
- Coordination with OWNER's electrical, communications, network, and building systems
- Technology upgrade strategy for hardware and software lifecycle
- All required submittals per RFP Sections J through Q

2.3 Phased Implementation Strategy

To minimize operational risk, the project shall be executed in phases by operational zone. Zone definitions, boundaries, and cutover sequences shall be developed during project planning. The phased approach shall:

- Allow parallel operation of legacy and new systems during transition
- Enable validation of each zone before proceeding to next
- Provide rollback capability if critical issues arise
- Maintain continuous airport operations throughout implementation

2.4 Integration Requirements

The CONTRACTOR shall integrate with the following systems per RFP Section 3 Integration Matrix:

- DOA Data Lake (Azure Data Lake)
- Saab Sensis Aerobahn (Airside Operations)
- Common Use Passenger Processing Systems (CUPPS)
- Additional systems identified in RFP technical requirements

2.5 Exclusions

The following are explicitly excluded from this SOW:

- Hardware procurement and maintenance: Computers, displays, servers, workstations, network equipment, and peripherals
- Airline proprietary applications and systems not owned or managed by DOA
- Non-DOA systems not identified in RFP integration requirements
- Existing airport network infrastructure upgrades (CONTRACTOR shall coordinate with existing)

2.6 Performance of Work and Staffing Requirements

2.6.1 Work Location

Work shall be performed as follows based on project phase and activity type:

Remote Work (Off-Site):

- Software development and configuration
- Cloud infrastructure provisioning and management
- Documentation development
- Project management and reporting
- Design document preparation
- Remote technical support (Tier 2/3)

On-Site Work (Harry Reid International Airport):

- Project planning workshops and stakeholder meetings
- Public-facing design and operational requirements gathering
- Software installation and configuration on OWNER's hardware
- System integration and testing
- User training delivery
- ORAT support
- Cutover and go-live activities
- On-site technical support (Tier 1)

2.6.2 Implementation Phase Staffing

During the implementation phase, CONTRACTOR shall provide:

On-Site Deployment Team:

- Staffing Level: Four (4) qualified technicians
- Hours: 40 hours per week per technician
- Duration: Throughout active deployment phases
- Responsibilities: Technical support, troubleshooting, testing, quality control, training assistance, integration support, and other project requirements

Initial Planning and Design Phase:

- Minimum Duration: Four (4) weeks on-site presence
- Timing: Primarily through Phase 1 and 2
- Purpose: Work through planning, public-facing design requirements, operational workflows, stakeholder engagement, and business rules development with airport staff

2.6.3 Operational Support Phase Staffing

During the operational support phase CONTRACTOR shall provide:

2.6.3.1.1 On-Site System Administrator:

- Staffing Level: One (1) full-time dedicated system administrator
- Hours: 40 hours per week
- Overtime, if necessary, shall be paid at the rate of \$117 per hour.
- If On-Site Administrator is required to respond to an after-hours site visit, a minimum of 4 hours overtime will be charged.
- Should the On-Site Administrator be required to work past the end of their shift, no overtime minimum will apply.
- After-hours' on-call response will not be subject to SLA
- Employees will make every effort to return to site as soon as possible. If the employee is not available, no penalties will be assessed.
- Location: On-site at Harry Reid International Airport
- Responsibilities: Tier 1 support, system monitoring, routine maintenance, user assistance, incident response, coordination with remote Tier 2/3 support, and management of OWNER-provided spare parts inventory
- Qualifications: Trained and certified on all AODB, RMS, and CMS systems
- Availability: Standard business hours (Monday-Friday) with escalation to 24/7 remote support as needed per SLA

2.6.3.1.2 Remote Support Team:

- Tier 2/3 technical support available 24/7/365
- Software development and engineering teams for bug fixes and enhancements
- Cloud infrastructure management and monitoring

2.6.4 Staff Qualifications

All CONTRACTOR personnel shall:

- Be trained and certified on the systems they support
- Have experience with airport operational systems
- Maintain professional conduct appropriate for airport environment
- Be subject to OWNER approval; OWNER may remove personnel not meeting performance expectations

3 DELIVERABLES

The CONTRACTOR shall provide the following System Deliverables and Document Deliverables as defined in this section. All deliverables shall comply with specifications in RFP No. 25-001 and be subject to OWNER review and approval.

3.1 System Deliverables

ID	System Deliverable	Project Phase
SW-01	AODB Software (Ascent ARIS/SmartBase)	Development
SW-02	RMS Software (Resource Management)	Development
SW-03	CMS Software (Infax Aero360 FIDS & Engage)	Development
SW-04	Reporting and Analytics Modules	Configuration
INF-01	Cloud Hosting Environment (AWS or equivalent with redundancy)	Development
INF-02	Display Player Software for Existing Airport Displays	Configuration
INF-03	Software Configuration Services for Existing Hardware	Configuration
ENV-01	Development Environment	Development
ENV-02	Staging Environment	Test, Train, QA
ENV-03	Production Environment	Deployment
INT-01	AODB Integration Layer (AIL)	Configuration
INT-02	DOA Data Lake Integration	Configuration

ID	System Deliverable	Project Phase
INT-03	Saab Sensis Aerobahn Integration	Configuration
INT-04	Interface Control Documents (ICD) for all integrations	Design
TRN-01	Administrative User Training-Remote	Training
TRN-02	Technical/IT Staff Training Onsite/Remote	Training
TRN-03	Operational User Training (Airport/Airline staff)	Training
TRN-04	Training Materials and Documentation	Training

3.2 Document Deliverables

The CONTRACTOR shall provide comprehensive project documentation organized by phase:

3.2.1 Project Management Documentation

- Project Charter (within 14 days of Notice to Proceed)
- Project Management Plan (within 30 days of Notice to Proceed)
- Communication Management Plan (within 60 days of Notice to Proceed)
- Change Management Plan (within 60 days of Notice to Proceed)
- Logistics Management Plan (within 60 days of Notice to Proceed)
- Risk Management Plan (within 60 days of Notice to Proceed)
- Health, Safety, and Environment (HSE) Plan (within 60 days of Notice to Proceed)
- Detailed Project Schedule (MS Project format, updated weekly)
- Weekly Project Status Reports
- Meeting Agendas and Minutes
- Risk Register (updated weekly)

3.2.2 Requirements and Analysis Documentation

- Functional Survey Results
- Knowledge Acquisition Workshop Materials
- Process Optimization Recommendations
- Functional Specification Document

3.2.3 System Design Documentation

- System Design Documents (Draft and Final)
- IT Architecture and Security Design (Draft and Final)
- Integration Design and Testing Plan (Draft and Final)
- Configuration and Business Rules Design (Draft and Final)
- Data Conversion Design and Plan (Draft and Final)
- Reporting Framework Design (Draft and Final)
- Low-Level Design Documents for all subsystems

3.2.4 Testing Documentation

- Test Solution Deployment Plans (Draft and Final)
- Test Scripts for all system functions
- Test Results Documentation
- Issue Tracking and Resolution Reports
- User Acceptance Testing (UAT) Sign-off Documentation

3.2.5 Training Documentation

- Training Plans (Draft and Final) for both onsite and remote training.
- User Documentation for all user types
- Administrator Documentation
- Training Materials (presentations, exercises, recordings)
- Training Completion Reports

3.2.6 Deployment Documentation

- Production Deployment Plan (Draft and Final)
- Cutover Plan with rollback procedures
- Go-Live Checklist
- Post-Implementation Issue Log

3.2.7 As-Built and O&M Documentation

- As-Built Drawings (system diagrams, floor plans, rack elevations)
- Operations and Maintenance (O&M) Manuals
- System Maintenance Procedures
- Technical Support Procedures
- Configuration Files and Software Documentation
- Equipment Lists and Spare Parts Inventory

3.2.8 Post-Implementation Documentation

- Support Transition Document
- Resolved Punch List Documentation
- Post-Implementation Review Report
- Final Project Closeout Document
- Warranty and Service Level Agreement Documentation

3.2.9 Document Review Process

- Draft documents require OWNER review within 10 business days
- CONTRACTOR shall address OWNER comments within 15 business days
- All documents stored on OWNER's Microsoft Teams or designated platform
- Version control maintained by CONTRACTOR for all documentation

4 PERFORMANCE-BASED ACCEPTANCE CRITERIA

System acceptance shall be based on quantifiable performance metrics appropriate for mission-critical, highly available IT systems supporting 24/7/365 airport operations.

4.1 System Availability and Uptime

Metric	Acceptance Threshold
System Availability	≥ 99.5% monthly (excluding scheduled maintenance)
Planned Downtime	≤ 4 hours per month (scheduled during agreed maintenance windows)
Unplanned Downtime	≤ 2 hours per month
Recovery Time Objective (RTO)	≤ 2 hours for complete system restoration
Recovery Point Objective (RPO)	≤ 15 minutes of data loss

4.2 System Performance

Metric	Acceptance Threshold
AODB Transaction Response Time	≤ 50 milliseconds for 95% of transactions
FIDS Display Update Latency	≤ 2 seconds from AODB update to display refresh
RMS Gate Assignment Response	≤ 3 seconds for assignment calculation
Report Generation	≤ 10 seconds for standard reports
Concurrent Users	Support 500+ concurrent users without degradation
Devices	Support for 10,000 devices without degradation

4.3 Integration Performance

Metric	Acceptance Threshold
Interface Availability	≥ 99.5% for all critical interfaces
Data Synchronization	≤ 2 seconds latency between integrated systems
Message Processing	≥ 99.99% message delivery success rate
Failover Recovery	Automatic reconnection within 60 seconds

4.4 Testing Acceptance Criteria

- All Priority 1 and Priority 2 defects resolved before go-live
- Priority 3 defects: ≤ 10 open items with documented workarounds
- Successful 10 consecutive days of endurance testing under full operational load
- Successful failover testing demonstrating automatic recovery
- User Acceptance Testing sign-off from designated OWNER representatives
- Operational Readiness and Testing (ORAT) successfully completed
- All training completed with ≥ 90% participant pass rate on proficiency assessments

4.5 Final Acceptance Criteria

Final Acceptance shall be granted after completion of the 90-day Post-Production Period when the following are achieved:

System availability \geq 99.5% over 90-day period

- All performance metrics met per Section 4.2
- All Priority 1 and Priority 2 defects resolved
- Priority 3 defects: \leq 5 open items with documented workarounds and resolution plan
- All as-built documentation and operation and maintenance manuals delivered and accepted
- All training completed and materials delivered
- Support staff fully transitioned and operational
- Punch list items completed or scheduled with OWNER approval
- OWNER formal written acceptance provided

4.6 Acceptance Testing Procedures

- OWNER reserves the right to witness and approve all testing phases
- Test plans and scripts subject to OWNER review and approval
- Failed tests require root cause analysis and retesting
- Acceptance criteria deviations require written OWNER approval

5 PROJECT SCHEDULE AND PAYMENT MILESTONES

5.1 Base Implementation Duration

Base implementation shall be completed within 34 weeks from Notice to Proceed, subject to OWNER approval of zone-based phasing plan. Schedule may be adjusted based on operational requirements and zone implementation sequence. Planning, design, and system configuration work is to be performed offsite with a minimum of four (4) weeks of work being performed onsite or as required. Implementation to be performed with CONTRACTOR's onsite team. All efforts to be closely coordinated with DOA.

5.2 Major Project Phases

5.2.1 Phase 1: Project Initiation and Test Lab (Weeks 1-4)

- Project kickoff and mobilization
- Evaluation of legacy OAISys system and hardware
- Delivery of Project Management documentation (within 30 days)
- Stakeholder engagement for business rules and configuration requirements
- Procurement initiation for long-lead items
- System architecture and integration plan approval
- Test lab/pilot environment establishment

5.2.2 Phase 2: System Design and Configuration (Weeks 5-8)

- Detailed system design and test lab review
- Onsite workshops with stakeholders on public facing designs
- Business process mapping and system configuration
- OWNER and stakeholder sign-off on design documents
- Validation of configuration requirements

5.2.3 Phase 3: Procurement and System Development (Weeks 9-12)

- Completion of long-lead item procurement
- Development and configuration of parallel platform
- Dependency review with other systems and trades
- Final configuration and internal testing

5.2.4 Phase 4: System Deployment and Testing (Weeks 13-21)

- Installation of hardware and software
- Integration with existing airport systems
- Critical system testing and quality assurance
- User Acceptance Testing (UAT)
- Final approval and system go-live preparation

5.2.5 Phase 5: Training and Post-Implementation Support (Weeks 22-34)

- User training delivery (minimum 2 weeks before cutover)
- Documentation delivery
- System optimization and adjustments
- Final Base Implementation closeout and handover
- Commencement of 90-day post-production period

5.3 Base Implementation Payment Milestones

Payments shall be made based on achievement of defined milestones during base implementation. All payments are subject to OWNER verification of milestone completion and acceptance of deliverables. Payment percentages listed below are a percentage of Total Base Implementation Cost (\$2,108,785.00).

Ref	Milestone	Key Deliverables	Payment %	Cumulative
1	Project Initiation	Project Charter, Project Management Plan, Functional Survey, Infrastructure Requirements	15%	15%
2	System Design	All design documents approved (functional specs, system design, integration plans, configuration design)	15%	30%
3	Development Environment	Functional development environment with core AODB, RMS, CMS software installed and operational	15%	45%
4	Staging Environment	Configured staging environment with all integrations including Data Mart, Aerobahn, and other required systems	10%	55%
5	User Acceptance Testing	Completed UAT with all Priority 1 and Priority 2 issues resolved, endurance testing passed, ORAT completed	10%	65%
6	Training	Completed training for all user types with approved documentation and materials, ≥90% pass rate	10%	75%
7	Production Deployment	System go-live, data conversion complete, 2-week stabilization support provided	15%	90%
8	Final Acceptance	Completion of 90-day post-production period, all acceptance criteria met, all deliverables accepted, punch list complete	10%	100%

5.4 Payment Process

- Payments based upon total Base Implementation Cost (see Section 6)
- CONTRACTOR shall notify OWNER in writing when milestone is complete
- OWNER shall review deliverables within ten (10) business days
- OWNER shall provide written acceptance or rejection with specific deficiencies
- CONTRACTOR shall address deficiencies within fifteen (15) business days
- Payments processed within thirty (30) days of OWNER acceptance

5.4.1 For Each Milestone Payment, CONTRACTOR Must Provide:

- Formal milestone completion report
- Evidence of deliverable completion and acceptance
- Updated project schedule showing progress against baseline
- Updated risk register
- Status of all open issues or action items

6 PROJECT PRICING

6.1 Base Implementation Cost

Description	Amount
AODB/RMS Software and Cloud Services	\$194,444.00
CMS Software and Cloud Services	\$358,530.00
Cloud Infrastructure Hosting (AWS or equivalent)	\$49,200.00
Integration Services	\$185,000.00
Professional Services (Configuration, Installation)	\$797,651.00
Training and Documentation	\$43,632.00
Project Management	\$480,328.00
TOTAL BASE IMPLEMENTATION COST	\$2,108,785.00

6.2 Annual Operations and Maintenance Costs (Years 1-5)

Based on submitted proposal pricing, annual O&M costs are as follows:

Year	Software Support	On-Site Support	Total Annual
Year 1	\$409,078.00	\$179,880.00	\$588,958.00
Year 2	\$423,805.00	\$186,356.00	\$610,161.00
Year 3	\$439,062.00	\$193,065.00	\$632,127.00
Year 4	\$454,868.00	\$200,015.00	\$654,883.00
Year 5	\$471,243.00	\$207,216.00	\$678,459.00
TOTAL BASE O&M COST			\$3,164,588.00
Total Project Cost (Base Implementation + Base O&M)			\$5,273,373.00

6.3 Optional Renewals at OWNER’S Discretion

Year	Software Support	On-Site Support	Total Annual
Year 6	\$488,208.00	\$214,676.00	\$702,884.00
Year 7	\$505,783.00	\$222,404.00	\$728,187.00
Year 8	\$523,991.00	\$230,411.00	\$754,402.00

Note: Years 1-5 of O & M support are included in the Total Project Cost. Years 6-8 are one-year renewal options at OWNER's discretion.

6.4 Payment Terms

- Base Implementation: Milestone-based payments per Section 5.3
- O&M Support: Annual payments to be invoiced in advance no more than 30 days prior to the beginning of the contract year.
- Invoice processing within 30 days of OWNER acceptance
- All costs inclusive of travel, lodging, materials, and miscellaneous expenses

7 WARRANTY AND SUPPORT

7.1 Warranty Period

This is a software and cloud services solution. No computer hardware is provided by CONTRACTOR. Hardware is maintained by OWNER or third-party vendors.

- Software Functionality: Covered under Service Level Agreement for duration of support contract
- Labor and Workmanship: Covered under Service Level Agreement for duration of support contract
- Cloud Services: Covered under Service Level Agreement for duration of support contract

7.2 Service Level Agreement (SLA)

Beginning on the day of Final Acceptance, the CONTRACTOR shall provide 24/7/365 technical support for five (5) years with the option to renew for three (3) one-year periods.

Priority	Description	Response Time	Resolution Time	Support Tier
Priority 1	Critical: System/function outage, no workaround. Extremely high business impact.	15 minutes	2 hours	Tier 1
Priority 2	High: Partial system outage, critical service unavailable without workarounds. High business impact.	15 minutes	4 hours	Tier 2/3
Priority 3	Medium: Non-critical service affected, workaround available. Medium or low business impact.	2 hours	24 hours	Tier 2/3

7.3 Support Requirements

- Technical staff: Onsite Administrator 40 hours Monday- Friday- Remote staff-24/7/365 availability
- Staff qualifications: Trained, certified, and conversant in all systems
- Tools and equipment: Maintain diagnostics and troubleshooting tools for software support
- Spare parts management: Maintain OWNER-provided spare parts inventory per specifications
- Escalation: Tier 2/3 remote support available within SLA
- Service Desk: Integration with DOA IT Service Desk ticketing system
- Reporting: Monthly performance metrics and ticket trends to DOA IT

7.4 Software Maintenance

- Regular software updates, patches, and bug fixes
- Change management and configuration management processes
- Preventative maintenance on regular schedule
- Cloud infrastructure monitoring and optimization

8 LIQUIDATED DAMAGES FOR SERVICE FAILURES

8.1 Service Credit Calculation

For unresolved Priority 1 or Priority 2 outages exceeding four (4) hours from initial incident report, the OWNER shall receive a service credit applied against the next monthly support payment.

Credit Calculation:

Service Credit = 1/12 of Annual O&M Cost per calendar day of unresolved outage

8.2 Credit Application Process

- Four (4) hour resolution period begins from DOA IT Service Desk ticket timestamp
- Each subsequent 24-hour period (calendar day) of unresolved outage accrues one credit
- Credits automatically applied to next monthly invoice
- OWNER written notice of credit application provided within 10 business days

8.3 Exclusions

Service credits shall not apply to outages caused by:

- Force majeure events (natural disasters, acts of war, terrorism)
- OWNER-caused issues (unauthorized modifications, failure to provide access)
- Third-party system failures beyond CONTRACTOR's control
- Scheduled maintenance during approved maintenance windows
- Network or power outages not under CONTRACTOR's responsibility

8.4 Cap on Credits

Total service credits in any 12-month period shall not exceed 25% of the annual O&M cost for that contract year. This provision does not limit OWNER's rights to terminate for cause or pursue other remedies under the contract.

9 PROJECT GOVERNANCE AND MANAGEMENT

9.1 Project Management Methodology

The CONTRACTOR shall manage the project following Project Management Institute (PMI) Project Management Professional (PMP) best practices including:

- Five process groups: Initiating, Planning, Executing, Monitoring/Controlling, Closing
- Ten knowledge areas including Integration, Scope, Schedule, Cost, Quality, Resource, Communications, Risk, Procurement, and Stakeholder Management
- Formal change control and risk management processes

9.2 Project Organization

- Project Manager: CONTRACTOR shall assign dedicated PM for duration
- OWNER Representative: Designated DOA project manager
- Steering Committee: Senior stakeholders from DOA and CONTRACTOR
- Technical Working Groups: Subject matter experts by domain

9.3 Reporting and Communications

- Weekly Status Reports: Progress, issues, risks, forecast
- Weekly Progress Meetings: Project team coordination
- Monthly Steering Committee: Executive oversight and decision making
- Milestone Reviews: Gate reviews at each major milestone
- Issue Log and Risk Register: Maintained and reviewed weekly

9.4 Change Management (Contract)

All changes to project scope, schedule, or cost shall follow Change Management Process as defined in the Contract General Terms and Conditions. The process includes:

- Formal change request submission by either party
- Impact analysis (scope, schedule, cost, risk)
- Review and recommendation by project team
- Approval authority per contract thresholds
- Implementation only after written approval

9.5 Quality Assurance

- Deliverable review and approval process per Section 3.2.9
- Formal testing and acceptance procedures per Section 4
- Code reviews and configuration audits
- Cybersecurity reviews and assurance testing
- Independent verification and validation where appropriate

10 ASSUMPTIONS AND DEPENDENCIES

10.1 OWNER Responsibilities

The OWNER shall provide:

- All hardware infrastructure: Display systems, workstations, servers (if on-premise), network equipment, and peripherals
- Hardware maintenance: Ongoing maintenance, warranty management, and spare parts for all hardware (Directly or authorized third-party)
- Designated project manager and technical staff
- Timely approvals of deliverables (10 business days)
- Facility access for installation and testing
- Network connectivity, security clearances, and infrastructure support
- Coordination with third-party system providers
- User representatives for requirements validation and UAT
- Microsoft Teams collaboration platform

10.2 Project Assumptions

- All operational data remains property of DOA
- Existing hardware infrastructure: OWNER's displays, workstations, and network equipment are operational and compatible
- Cloud-based deployment: AODB, RMS, and CMS systems hosted on cloud infrastructure (AWS or equivalent)
- Access to integrated systems (Data Lake, Aerobahn, etc.) for testing
- Existing network infrastructure adequate for cloud services deployment
- Legacy OASys system documentation available
- Airport operations continue during phased implementation
- No significant airport construction impacting system deployment

10.3 Critical Dependencies

- OWNER hardware availability: Display systems, workstations, and network infrastructure operational when needed
- Third-party system availability (Saab Sensis Aerobahn, Data Lake, etc.)
- OWNER approval cycles per defined timelines
- Stakeholder availability for workshops and UAT
- Coordination with airport operational schedule for cutover windows

**EXHIBIT B
CONTRACT FOR AIRPORT SYSTEMS MODERNIZATION
CBE-1533**

INSURANCE REQUIREMENTS

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

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.

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

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

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

It is further required that all insurance coverages referenced above be on an **occurrence basis** and not a **claims made** basis.

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

10. **Technology Professional Liability Insurance:** Insurance appropriate to the CONTRACTOR's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.
11. **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.
12. **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.

13. Failure To Maintain Coverage: If the CONTRACTOR fails to maintain any of the insurance coverages required herein, OWNER may withhold payment, order the CONTRACTOR to stop the work, declare the CONTRACTOR in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. OWNER may collect any replacement insurance costs or premium payments made from the CONTRACTOR or deduct the amount paid from any sums due the CONTRACTOR under this Contract.
14. Damages: The CONTRACTOR is required to remedy all injuries to persons and damage or loss to any property of OWNER, caused in whole or in part by the CONTRACTOR, their Subcontractors or anyone employed, directed, or supervised by CONTRACTOR.
15. Cost: The successful CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the Contract price(s).
16. 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.
17. Insurance Form Instructions: All required insurance coverage as stated herein will be evidenced by a current Acord Form 25 Certificate(s) of Insurance, such Certificates will include, but will not be limited to, the following:
 1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Personal & Advertising Injury (\$1,000,000)
 - (F) General Aggregate (\$2,000,000)
 - (G) Products- Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Umbrella Liability / Excess Liability
 - (L) Each Occurrence (\$5,000,000)
 - (M) Aggregate (\$5,000,000)
 7. Workers' Compensation
 8. Description: Contract Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 9. Certificate Holder:

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

You must furnish evidence of compliance with the above prior to starting any work or performing services.



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 No):
E-MAIL ADDRESS:			
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A : 3. BEST'S RATING	
2. NAME, ADDRESS, PHONE AND FAX NUMBERS		INSURER B :	
		INSURER C : COMPANY'S BEST KEY RATING	
		INSURER D :	
		INSURER E : A-VII or BETTER	
		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)	LIMITS	
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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <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 <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE 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. 1533 - CONTRACT FOR AIRPORT SYSTEMS MODERNIZATION ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (as per form above)	Policy No:
General Liability - (as per form above)	Policy No.:

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

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

SECTION II

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

Authorized Agent (print name)

Signature

Date

ATTACHMENT 1
AFFIDAVIT

I, N/A, on behalf of my company, _____,
(Name of Sole Proprietor) (Legal Name of Company)

being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 1533, entitled Contract for Airport Systems Modernization.
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada
County of Clark

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

Witness my hand and official seal.

Notary's Signature

**EXHIBIT C
CONTRACT FOR AIRPORT SYSTEMS MODERNIZATION
CBE-1533**

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY: (You MUST select at least one)

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

BUSINESSES IN OTHER STATES

Businesses located outside of the State of Nevada MUST be designated as:

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

STATE OF NEVADA BUSINESSES ONLY

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.

CERTIFIED EMERGING SMALL BUSINESS (ESB) Tiers 1 or 2: 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.

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).

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.

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

LGBTQ+ BUSINESS ENTERPRISE (LGBTQ): 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 LGBTQ+ persons.

**EXHIBIT D
CONTRACT FOR AIRPORT SYSTEMS MODERNIZATION
CBE-1533**

SUBCONTRACTOR INFORMATION

It is the CONTRACTOR's intent to utilize the following NBE, ESB, SBE, MBE, WBE, PBE, VET, DVET, or LGBTQ+ subcontractors in association with this Contract.

Please indicate if the entity is a Nevada Business Enterprise (NBE), Emerging Small Business Enterprise (ESB), Small Business Enterprise (SBE), Minority Owned Business (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Veteran-Owned Business (VET), Disabled Veteran-Owned Business (DVET), or LGBTQ+ Owned Business (LGBTQ+) as defined on the previous page.

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

Please indicate here if no NBE, ESB, SBE, MBE, WBE, PBE, SBE, VET, DVET, or LGBTQ+ subcontractors will be used.

1. Subcontractor Name: ServiceTec International, Inc.
Contact Person: Jacob Johnson Telephone Number 323-229-6221
Description of Work: Onsite Support and System Administration, Remote Service Desk
Estimated Percentage of Total Dollars: 38%
Business Enterprise Type: NBE ESB SBE MBE WBE PBE VET DVET LGBTQ+
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

2. Subcontractor Name: Ascent Technology, Inc.
Contact Person: Windler Schweer Telephone Number 617-395-4820
Description of Work: Provide AODB and RMS
Estimated Percentage of Total Dollars: 9%
Business Enterprise Type: NBE ESB SBE MBE WBE PBE VET DVET LGBTQ+
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: NBE ESB SBE MBE WBE PBE VET DVET LGBTQ+
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: NBE ESB SBE MBE WBE PBE VET DVET LGBTQ+
Ethnicity: Asian-Pacific American Black American Caucasian Hispanic American Native American
 Other: _____

EXHIBIT E
CONTRACT FOR AIRPORT SYSTEMS MODERNIZATION
CBE-1533
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, and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, Overton, 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
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Business Designation Group (Please select all that apply)

<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB Emerging Small Business
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Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	Infax Inc.	
(Include d.b.a., if applicable)		
Street Address:	1235 Old Alpharetta Road Suite 120	Website: www.infax.com
City, State and Zip Code:	Alpharetta, GA 30005	POC Name: Bryan Michael Davis
Telephone No:	678-533-4035	POC Email: bmdavis@infax.com
		Fax No: 770-209-0671
Nevada Local Street Address: (If different from above)		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>
David M. Davis	Chairman	100%

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.

Bryan Davis
 Signature: Bryan Davis (May 15, 2026 14:41:47 EDT)
 President & CEO
 Title

Bryan Michael Davis
 Print Name
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

*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 any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**EXHIBIT F
FEDERALLY REQUIRED CONTRACT PROVISIONS
CLARK COUNTY DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA**

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EXHIBIT F
FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

For purposes of this Exhibit, 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

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and Subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

B. 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) including amendments thereto;
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 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 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (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 (42 U.S.C. § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 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).

C. 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. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability 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 including amendments thereto.
- 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.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

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 (29 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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

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 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:

Business Information:

Corporate/Business Entity Name:	Infax Inc.	
(Include d.b.a., if applicable)		
Street Address:	1235 Old Alpharetta Road Suite 120	Website: www.infax.com
City, State and Zip Code:	Alpharetta, GA 30005	POC Name: Bryan Michael Davis
Telephone No:	678-533-4035	POC Email: bmdavis@infax.com
		Fax No: 770-209-0671
Nevada Local Street Address: (If different from above)		Website:
		Local POC Name:
City, State and Zip Code:		Local POC Email:
Local Telephone No:		Local Fax No:

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

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

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
David M. Davis	Chairman	100%

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.

Bryan Davis
 Signature: Bryan Davis (May 15, 2026 14:41:47 EDT)
 President & CEO
 Title

Bryan Michael Davis
 Print Name
 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

*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 any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative