

CLARK COUNTY, NEVADA  
CBE-1352  
CONTRACT FOR  
AIRPORT SURFACE MANAGEMENT SYSTEM

NAME OF FIRM	SAAB, INC.
DESIGNATED CONTACT, NAME AND TITLE	STEPHEN FURCINITO, SENIOR CONTRACTS MANAGER
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	85 COLLAMER CROSSINGS EAST SYRACUSE, NY 13057
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**CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

This Contract is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024 by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and SAAB, INC. (hereinafter referred to as "CONTRACTOR"), for CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM (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 \$9,944,777.00 for the initial five-year term, and \$3,411,678.00 for any exercised two-year renewal term, including all travel, lodging, meals, and miscellaneous expenses.

WHEREAS, the CONTRACTOR has the required licenses and/or authorizations pursuant to all Federal, State of Nevada and Local Laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

**SECTION I: RESPONSIBILITY OF CONTRACTOR**

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

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

- 1. In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity, gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- 2. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
- 3. Any violation of such provision by a CONTRACTOR constitutes a material breach of Contract.
- 4. As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality, or bisexuality.

The CONTRACTOR acknowledges that if discrimination has occurred, 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, not including licensed software and software documentation, 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.

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

M. AIRPORT SECURITY

1. OWNER Property

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

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

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

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at 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.

N. ENVIRONMENTAL REGULATIONS

1. CONTRACTOR will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the Airport, or transported to and from the Premises, by CONTRACTOR, its employees, officers, agents, representatives, contractors, Subcontractors, suppliers and/or other representatives of CONTRACTOR in violation of applicable Environmental Laws.

- a. If the 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.



- 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. If CONTRACTOR identifies a date needed for comments or approvals by OWNER's representative and are not received by that date, CONTRACTOR shall be entitled to an adjustment under Section IV.
- 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. If unencumbered budgeted appropriations are not available, the CONTRACTOR shall not be obligated to agree to the changes or the Parties shall negotiate a reduction in the Scope of Work. Any claim of the CONTRACTOR for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the CONTRACTOR of notification of change unless the OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which additional compensation will be charged by the CONTRACTOR shall be furnished without the written authorization of the OWNER.

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

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$9,944,777.00 for the initial five-year term, and \$3,411,678.00 for any exercised two-year renewal term. 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. 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.
2. 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.
3. 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.
4. All payments shall be due within 30 calendar days after receipt of the invoice.
5. 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. 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, other than the Survivability Clause, 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 June 30, 2029, with the option to renew for two (2), two-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.

**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, one-half of one percent (.5%) of the Contract value of the first year of the Contract (the sum of \$15,607.41), for each calendar day of delay until such reasonable time as may be required for final completion of 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 30 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 30 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.
9. In the event of termination for the convenience of the OWNER, CONTRACTOR shall be entitled to payment for all unrecoverable costs, including material or subcontractor termination costs, incurred at the time of termination.

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 C** within ten (10) working days after OWNER request.

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

#### H. INDEMNITY

The CONTRACTOR 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 to the extent 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. INTELLECTUAL PROPERTY INDEMNITY

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

2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. CONTRACTOR shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trade mark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation, or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the product by a final, non-appealable decree, CONTRACTOR shall procure for OWNER at CONTRACTOR's sole expense the right to continue to use the product, or to replace or modify said product so as to settle such claim, litigation or threat thereof. If such settlement and such modification to the product 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 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 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.

#### J. 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 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.

K. CONTRACTOR INFORMATION

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

L. SUBCONTRACTOR INFORMATION

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

M. 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 other than costs, rates, profit, that relates to the performance of this Contract. All requests for information shall be made in writing to the CONTRACTOR. CONTRACTOR shall have the right to review the request and determine whether the request is reasonable in the context of the terms of the contract 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.

N. 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.

O. 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.

P. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

Q. 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. It is understood that CONTRACTOR will furnish certain information to OWNER that is non-public, confidential, or proprietary in nature for use by CONTRACTOR and OWNER in connection with this Contract. Therefore, OWNER 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. OWNER agrees to keep the Confidential Information confidential, and OWNER will not disclose any of the Confidential Information without CONTRACTOR prior written consent. The Parties acknowledge that OWNER may be compelled to disclose Confidential Information as required by law or court order.

R. 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.

S. ADDITIONAL CONTRACT PROVISIONS

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

T. 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.

U. 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.

V. 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.

W. 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.



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

TO CONTRACTOR: STEPHEN FURCINITO, SENIOR CONTRACTS MANAGER  
SAAB, INC.  
85 COLLAMER CROSSINGS  
EAST SYRACUSE, NEW YORK 13057

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

**OWNER:**

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
ROSEMARY A. VASSILIADIS  
Director of Aviation


**CONTRACTOR:**

SAAB, INC.

By: Stephen Furcinito  
Stephen Furcinito (May 16, 2024 12:22 EDT)  
\_\_\_\_\_  
STEPHEN FURCINITO  
Senior Contracts Manager

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By:   
John Witucki (May 15, 2024 09:49 PDT)  
\_\_\_\_\_  
JOHN P. WITUCKI  
Senior Attorney

**EXHIBIT A  
SCOPE OF WORK  
CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

**A. PROJECT SUMMARY**

**1. Description**

CONTRACTOR will design, furnish, install, test, validate, and maintain a secure web-hosted Airport Surface Management System (ASMS) application (Aerobahn) to be utilized by airport stakeholders (ramp control, operators, airport operations) to manage ramp operations, capture and store data on all airport surface movements (cooperative targets – aircraft and transponder equipped vehicles) and all airspace aircraft movements to and from Las Vegas Harry Reid International Airport (LAS). The goal is to provide near real time graphical display of such movements on client provided desktops and laptops to deliver a common operating picture to multiple stakeholders in a consistent and easily discernible manner, to aid in the smooth, orderly and efficient taxiing and movement of aircraft on the ground, and to minimize surveillance and situational awareness gaps.

The core ASMS deliverables will include:

- Aerobahn Surface Management (SMAN) software application. Aerobahn to integrate with:
  - ADB Safegate VGDS (provided by OWNER)
  - Assaia Video analytics (Subcontractor)
  - Ascent gate management / FIDS (Subcontractor)
  - Milestone Video Management System (provided by OWNER)
- CONTRACTOR will serve as Prime integrator and include subcontractor scope as follows:
  - Assaia Turn Management / Video Analytics
  - Ascent Gate Management System
- API to send Aerobahn data to MS Azure Data Lake
- 4G LTE Vehicle Tracking Units (optional)
- Trusted ADS-B

The ASMS will provide real-time ramp control management and also provide robust reporting and playback capabilities.

**2. Scope Statement**

CONTRACTOR will be responsible for delivery of the Airport Surface Management System (ASMS) in accordance with the scope of work.

The CONTRACTOR's Program Manager is responsible for maintaining the program schedule, tracking all action items, identifying program risks and risk mitigation strategies, and maintaining the Program Management Plan and other associated functional plans.

Core to the success of the ASMS program is a collaborative approach where OWNER stakeholders, in conjunction with CONTRACTOR's program team, work together to fully define, design, review, and validate the ASMS system requirements and implementation throughout all phases of the program.

This project will provide software and services necessary to implement an ASMS solution for OWNER that provides graphical display and data on all surface movements (aircraft and transponder equipped vehicles) and airspace aircraft movements to and from LAS.

## **B. SCOPE MANAGEMENT**

### **1. Scope Management Summary**

Scope management for the project will be the responsibility of the CONTRACTOR's Program Manager. The scope for this project is defined by the contract and graphically represented in the project schedule. The Program Manager, OWNER, and OWNER-identified Stakeholders will establish and approve documentation for measuring project scope progress.

Proposed scope changes may be initiated by the Program Manager and OWNER as mutually agreed. All change requests will be submitted to the Program Manager who will then evaluate the requested scope change for cost, schedule, or technical impacts. Upon acceptance of the scope change request, the Program Manager will submit the scope change request to OWNER for acceptance. Upon approval of scope changes by OWNER, including change order approvals for additional scope and/or cost, the Program Manager will update all applicable project documents and communicate the scope change to all stakeholders. Based on feedback and input from the Program Manager and Stakeholders, OWNER is responsible for the acceptance of the final project deliverables and project scope.

OWNER is responsible for formally accepting and approval of the ASMS project's final deliverables. This acceptance will be based on a review of all project documentation, testing results, testing, and completion of all tasks/work packages and product functionality.

### **2. Key Tasks**

The approach for implementing ASMS will include the following high level activities and associated documentation as required and defined by the project scope.

#### **a. Program Management**

- **All Program Management and System Engineering**

CONTRACTOR will provide all required program management and system engineering resources necessary to ensure the completion of the program in accordance with agreed product specifications and timeframes.

CONTRACTOR's Program Manager is responsible for maintaining the program schedule(s), tracking all action items, identifying program risks and risk mitigation strategies, compiling program meeting minutes, and maintaining the Program Management Plan and other associated functional plans.

Team meetings may be conducted virtually by way of a suitable web meeting application such as MS Teams or similar in place of on-site meetings.

- **Program Planning & Program Kick Off**

CONTRACTOR will participate in a Program Kick-off meeting with OWNER. During the Kick-off meeting, CONTRACTOR, OWNER, and subcontractors will review the program requirements and execution plan and reach agreement on these plans. The project schedule will be reviewed as part of the project kick off meeting.

- Customer Technical Meetings

CONTRACTOR will conduct periodic status meeting with the OWNER as mutually agreed upon to review project status, issues, risks, and action items. As needed, CONTRACTOR will conduct interim design review Technical Interchange Meetings (TIMs) for subsystem design, primarily via telecom, to confirm design elements as appropriate (interfaces, integrations). Representatives from CONTRACTOR, OWNER, and external systems may be required for the TIMs, depending on the topic of discussion. As a result of the TIMs, design decisions will be appropriately documented in the necessary documentation.

**b. ASMS System Design**

**c. End User Workshops / Concept of Operations Alignment**

CONTRACTOR will conduct stakeholder workshops as mutually agreed upon with OWNER to review existing OWNER Concept of Operations documents with a focus on developing Aerobahn and Assaia Apron AI configurations and workspaces to support ramp control operations and interactions with outside entities such as Airlines, the FAA and other OWNER entities. CONTRACTOR will work with OWNER to understand the necessary operations, roles and responsibilities of the positions, and the setup of the tools necessary within Aerobahn and Apron AI for ramp operations, including Aerobahn workspaces.

In between the workshops, there will be an iterative process of updating the end user workspaces to provide updates to the necessary parties for comments. Aerobahn workspaces will be configured to reflect the processes and procedures outlined in the OWNER provided Concept of Operations. Workspaces will also be iteratively developed and exchanged with the necessary parties

- System Requirements Definitions

CONTRACTOR will conduct collaborative requirements definition workshops with OWNER stakeholders to review technical and business requirements for all elements of the ASMS System, including data system interfaces to Aerobahn. This will be documented in the System Requirements Specification.

- System Design

CONTRACTOR will develop the design for the integrated ASMS, including overall ASMS system architecture, network designs, Aerobahn integrations, etc.

- System Design Review (SDR)

CONTRACTOR will conduct a System Design Review with OWNER to review and verify the design and proposed implementation for all technical, business case, and human factor requirements for the ASMS software and all required subsystems and interfaces.

**d. Test**

- Functional System Integration / Test Readiness Preparation

After each subsystem is optimized, CONTRACTOR will integrate the ASMS subsystems to confirm the integrated subsystems are performing as required. CONTRACTOR will then conduct a functional system integration test (Dry Run) to confirm ASMS performance is achieved prior to conducting any formal Site / System Test Events. The performance of the system is measured according to the Site/System Acceptance Test (SAT) Procedure documents. The Dry Run allows for minor updates to be made to the SAT Procedure document if needed.

CONTRACTOR will conduct Test Readiness Reviews prior to conducting any tests that require the use of a controlled test target.

- Site / System Acceptance Tests

CONTRACTOR will develop contractor standard format test procedures based on the approved SRS and will apply to each ASMS subsystem (Aerobahn, Assaia Apron AI, Ascent RMS). These procedures will be conducted in accordance with the project scope either by CONTRACTOR and witnessed by OWNER representatives as needed. A SAT report will be issued upon completion of the SAT activities.

**e. Training**

CONTRACTOR will conduct end user training at LAS. Training materials and conduct will be developed in accordance with standard CONTRACTOR templates and formats. A complete system overview will be provided followed by a detailed classroom and hands-on training of all end user features and functions. Training Materials will be provided to each participant.

**f. Maintenance Support**

Following successful SAT conduct, CONTRACTOR will provide on-going system maintenance and support for the installed ASMS system applications in accordance with the maintenance philosophy and contract duration. This includes maintenance support for more complex issues that go beyond the basic maintenance training, system monitoring, periodic refresher training, end user support, and CONTRACTOR's customer support. CONTRACTOR maintains a 24 hour a day/7 days per week (24/7) Customer Service Organization that can assist in the event problems occurs with the ASMS and integrations into the Aerobahn software application.

**3. Key Project Deliverables**

CONTRACTOR project deliverables are summarized in the following table and detailed in the integrated master schedule.

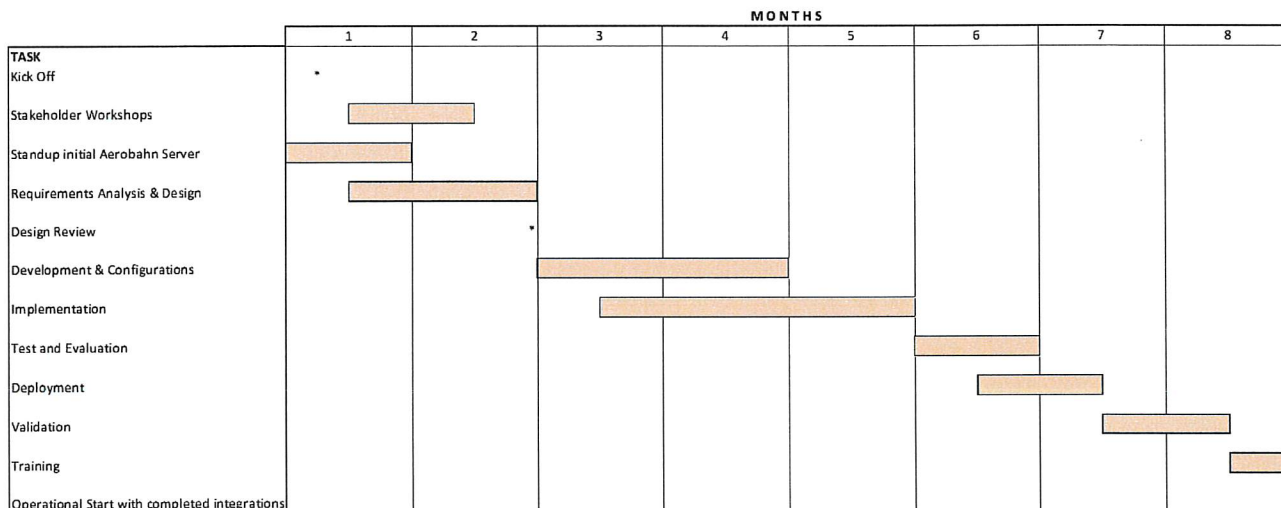
**Table 1 – Project Deliverables**

ID	Document Deliverables Summary
1	Project Management Plan
2	Project Schedule
6	System Requirements Specification
7	System Design Document
8	Interface Control Document(s)
14	Test Procedure for ASMS Systems
16	Test Log & Report - System and End User Test
18	Training Materials

**4. Work Breakdown Structure**

CONTRACTOR will provide a more detailed work breakdown structure as part of the formal project management plan. A notional summary level program delivery schedule is included below.

**Table 2 - Notional Summary Level Implementation Schedule**



**C. COMMUNICATIONS PLAN**

The Communications Plan sets the communications framework for the VRCS project. It will serve as a guide for communications throughout the life of the project and will be updated as communication requirements change. It describes the communication conduct for meetings and other forms of communication. A project team directory is also included to provide contact information for all stakeholders directly involved in the project.

**1. Communications Plan**

**a. External Reviews and Reporting Events**

The communications list below summarizes the meetings and items that comprise the overall communications plan during implementation of the ASMS project.

**Table 3 - External Review & Reporting Events**

Item	Description	Frequency	Format	Associated Deliverable(s)
Project Kick Off	Project Kick Off and Orientation meeting to review & confirm project scope	One Time	In Person Meeting at OWNER's facility or virtually via web meeting	Project Management Plan and Integrated Master Schedule
Bi-Weekly Status Meetings	Summary of project status and progress including: <ul style="list-style-type: none"> <li>Activities completed in the last week</li> <li>Immediate actions for upcoming week(s)</li> <li>Project Risk Analysis &amp; Mitigation Approach</li> <li>Current Schedule</li> <li>Open Action Items</li> </ul>	Bi-Weekly	Telecon	Meeting Minutes and project status update, Updated Risk Register & Action Items

Item	Description	Frequency	Format	Associated Deliverable(s)
System Design Review	<ul style="list-style-type: none"> <li>Review of functional system requirements and ASMS operational concept</li> <li>Review of high-level design and interface design with existing systems</li> <li>Test &amp; Evaluation Approach</li> <li>CONTRACTOR presentation of functional flow analysis, system interfaces, and program risks</li> </ul>	One Time	In Person Meeting at OWNER's facility or virtually via web meeting	Design Documents
Workshop Sessions	<ul style="list-style-type: none"> <li>Workshops / planning sessions for Aerobahn configurations</li> </ul>	Two (on site), ad hoc via telecom as mutually agreed upon	Telecon and/or In Person at OWNER's facility	Iterative Aerobahn workspace configurations
Ad Hoc Program or Technical Interchange Meetings	<ul style="list-style-type: none"> <li>Teleconference or face-to-face meeting to address specific program or technical issues</li> </ul>	As required - TBD	Telecon and/or In Person at OWNER's Facility	Inputs to various documents
Test Readiness Reviews	<ul style="list-style-type: none"> <li>Meeting to confirm system readiness to conduct test</li> </ul>	One meeting for each planned test event	Telecon to confirm start date of test conduct	Test procedures Test log
Test Conduct	<ul style="list-style-type: none"> <li>Test conduct to verify ASMS system requirements conformance per the approved procedures</li> </ul>	One meeting for each planned test event	In Person Meeting at OWNER's facility or virtually via web meeting	Test Log and Report
Go Live Readiness Review	<ul style="list-style-type: none"> <li>Meeting to confirm system readiness to Go Live</li> </ul>	One Time	Virtually via web meeting	N/A
Training	<ul style="list-style-type: none"> <li>End user training in accordance with end user license agreement</li> </ul>	<p>Initial training includes up to 6 training sessions, conducted within a single trip in a 5 day period.</p> <p>Annual refresher training includes up to 4 sessions, once per year conducted within a single trip.</p> <p>Ad hoc training / support can be provided via MS Teams or similar throughout the year to answer end user requests; this will be based on mutually agreed upon times and durations</p>	In person and MS Teams	Training materials



**b. Key Project Personnel**

OWNER and CONTRACTOR shall identify core team members for the VRCS project implementation. Each individual's name, role, and contact information shall be included using tables similar to those exemplified below.

**Table 1 – OWNER Team Communications Directory**

Name	Title	Organization	Phone	E-mail

**Table 2 - CONTRACTOR Team Communications Directory**

Name	Title	Organization	Phone	E-mail

**c. Roles and Responsibilities for Primary & Support Teams**

In addition to the Key Personnel listed above, additional personnel will be engaged in support of the ongoing project. Functional responsibilities for the primary teams, as well as for the supporting teams leading the LAS Airport Surface Management System (ASMS) program are detailed in the table below. The role and responsibilities for each team lead and support team are also identified.

Title	Roles and Responsibilities
Program Manager	<ul style="list-style-type: none"> <li>• Serve as the overall manager for the contract effort</li> <li>• Acts as the primary interface and point of contact with OWNER on technical and Program issues</li> <li>• Supervise Program operations and plans</li> <li>• Direct the technical and programmatic tasks</li> <li>• Report on program progress and status</li> <li>• Oversee the development and execution of program and project plans</li> <li>• Manage cost, schedule, and performance throughout the completion of tasks within estimated timeframes and budget constraints</li> <li>• Oversee the preparation and maintenance of the WBS and IMS</li> <li>• Ensure the timely delivery of all document deliverables</li> <li>• Provide routine oversight through formal reviews</li> </ul>

Title	Roles and Responsibilities
Lead System Engineer	<ul style="list-style-type: none"> <li>Oversee the plans, designs, development and testing of the LAS ASMS</li> <li>Manage system engineering and technical analyses, reports, change proposals and other technical documentation</li> <li>Oversee system integration and configuration management</li> <li>Oversee the formulation of functional specification, interfaces and documentation of software or equipment configurations</li> </ul>
Lead Software Engineer	<ul style="list-style-type: none"> <li>Oversee software interface development</li> <li>Manage software engineering reports, change proposals and other technical documentation</li> <li>Oversee software interface integration and configuration management</li> <li>Oversee the implementation of interfaces and documentation of software configurations</li> <li>Oversee CSCI fabrication and test</li> </ul>
Test Engineering Lead	<ul style="list-style-type: none"> <li>Direct and monitor all project test activities</li> <li>Generate &amp; maintain the Verification Traceability Matrix (VTRM)</li> <li>Coordinate and run all Test Events required for the program</li> <li>Resolve all project test issues</li> </ul>
Site RI	<ul style="list-style-type: none"> <li>Provide Direct day-to-day support for all system users</li> <li>Provide customized reports</li> <li>Provide Customized Workspace Designs</li> <li>Monitor system performance and KPIs</li> </ul>
Contract / Subcontract Manager	<ul style="list-style-type: none"> <li>Manage contract staff to ensure effective contract administration and compliance with Federal AMS guidelines, requirements, and procedures</li> <li>Monitor contract performance and the preparation of reports</li> <li>Oversee the negotiation of contracts, including price, terms and conditions</li> <li>Oversee the management of subcontracts to ensure appropriate agreements, terms and conditions</li> <li>Manage the review of contract documents for legal sufficiency and consistency under applicable state and federal government contracting regulations and assists in dispute resolution</li> </ul>
Support & Maintenance Manager	<ul style="list-style-type: none"> <li>Direct and monitor all project Integrated Logistics Support (ILS) activities</li> <li>Development and delivery of technical manuals</li> <li>Development and delivery of customer training</li> <li>RMA analysis</li> <li>Logistics support</li> <li>Communicate support status and issues to Aviation Authority during the support period</li> <li>Resolve all project ILS issues</li> </ul>
Quality Assurance Manager	<ul style="list-style-type: none"> <li>Establish and maintain a process for quality management of the LAS ASMS including hardware and software</li> <li>Manage quality control and quality assurance throughout the system life cycle</li> <li>Oversee formal and informal reviews throughout the system development life cycle</li> <li>Resolve all quality issues</li> </ul>
Financial Analyst	<ul style="list-style-type: none"> <li>Generate all the necessary financial reports required for the program including progress, status, funding profiles, EAC and oversight of day to day finances</li> <li>Work directly with the Program Manager on an ongoing basis to ensure that each team understands their financial position</li> <li>Generate financial forecasts as required</li> </ul>



**D. FEES & PAYMENT STRUCTURE**

**1. Initial 5-Year Term**

PHASE	VENDOR	PRODUCT	DESCRIPTION	ONE-TIME FEE	MONTHLY FEE	YEAR 1	YEARS 2-5	5-YEAR TOTAL
1	Saab	Aerobahn SMAN	Core surface management system software platform.		\$45,500	\$546,000	\$546,000	\$2,730,000
1	Saab	Turn Management	Software module to turn management analysis, tracking, decision making		\$4,750	\$57,000	\$57,000	\$285,000
1	Saab	Gate Management	Real-time gate analysis, decision making, tracking	\$50,000		\$50,000	\$0	\$50,000
1	Saab	API	Data integration management with FAA, FIDS, Resource Management, Visual Docking, Gate Analytics		\$5,100	\$61,200	\$61,200	\$306,000
1	Saab	VL-4G Transponders	Airside vehicle tracking	\$67,500	\$2,450	\$96,900	\$29,400	\$214,500
1	Saab	ADS-B	Commercially supported receivers for aircraft, vehicle tracking		\$3,750	\$45,000	\$45,000	\$225,000
2	Ascent	RMS	Gate scheduling and resource management (gates)	\$119,961	\$29,090	\$469,041	\$349,080	\$1,865,361
3	Assaia	Analytics	Camera analytics leveraging existing CCTV cameras	\$1,178,196	\$51,512	\$1,796,340	\$618,144	\$4,268,916
<b>TOTAL</b>						<b>\$3,121,481</b>	<b>\$1,705,824</b>	<b>\$9,944,777</b>

**2. Year One Detail**

VENDOR	PRODUCT	DESCRIPTION	ONE-TIME FEE	MONTHLY FEE	EXTENDED
Saab	Aerobahn SMAN	Core surface management system software platform.	\$0	\$45,500	\$546,000
Saab	Turn Management	Software module to turn management analysis, tracking, decision making	\$0	\$4,750	\$57,000
Saab	Gate Management	Real-time gate analysis, decision making, tracking	\$50,000	\$0	\$50,000
Saab	API	Data integration management with FAA, FIDS, Resource Management, Visual Docking, Gate Analytics	\$0	\$5,100	\$61,200
Saab	VL-4G Transponders	Airside vehicle tracking	\$67,500	\$2,450	\$96,900
Saab	ADS-B	Commercially supported receivers for aircraft, vehicle tracking	\$0	\$3,750	\$45,000
Ascent	RMS	Gate scheduling and resource management (gates)	\$119,961	\$29,090	\$469,041
Assaia	Analytics	Camera analytics leveraging existing CCTV cameras	\$1,178,196	\$51,512	\$1,796,340
<b>YEAR ONE TOTAL</b>					<b>\$3,121,481</b>

**3. Years Two thru Five and Optional Renewals Detail**

<u>VENDOR</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>MONTHLY FEE</u>	<u>EXTENDED</u>
Saab	Aerobahn SMAN	Core surface management system software platform.	\$45,500	\$546,000
Saab	Turn Management	Software module to turn management analysis, tracking, decision making	\$4,750	\$57,000
Saab	API	Data integration management with FAA, FIDS, Resource Management, Visual Docking, Gate Analytics	\$5,100	\$61,200
Saab	VL-4G Transponders	Airside vehicle tracking	\$2,450	\$29,400
Saab	ADS-B	Commercially supported receivers for aircraft, vehicle tracking	\$3,750	\$45,000
Ascent	RMS	Gate scheduling and resource management (gates)	\$29,090	\$349,080
Assaia	Analytics	Camera analytics leveraging existing CCTV cameras	\$51,512	\$618,144
<b>ANNUAL FEE CONTRACT YEARS TWO thru FIVE (and for any exercised renewals)</b>				<b>\$1,705,824</b>

**4. Payment Schedule**

**a. One-Time Fees**

May be billed at OWNER's acceptance of the completed work.

**b. Monthly Fees**

Monthly fees will be billed quarterly, no more than 30-days in advance of the first day of the quarter being invoiced.

**EXHIBIT B**  
**CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM**  
**CBE-1352**  
**SOFTWARE AS A SERVICE AGREEMENT**

**GENERAL LICENSE TERMS AND CONDITIONS**

**1. Purpose**

- a. Saab has created and owns a proprietary software platform known as Aerobahn and several Saab-created applications used on that platform. Collectively, this is referred to as “Software” or “Services”. The purpose of this license agreement is to define the specific software to be provided to Buyer, to define the specific sites where that software will be used/accessed, and to define the terms and conditions that govern the access and use of that software. To the extent of any inconsistency between the terms of this Exhibit B and the Contract, the terms of the Contract shall govern and control.
- b. Buyer agrees to only use the Software for internal services to its business.
- c. Saab agrees to provide Buyer with access to and use of the Software via the internet as a service to enable Buyer to manage surface tracking at the site.

**2. License Grant; Restrictions**

During the Term Saab hereby grants to Buyer a limited, irrevocable, world-wide, royalty-free, fully paid-up, non-transferable, non-sub-licensable, and non-exclusive license to access and use the Software and associated Documentation solely for its own internal business purposes in accordance with the terms of this Agreement. Under this Agreement Buyer is granted the use of Saab owned products or listed third party hosted services owned by those third parties:

<u>Saab</u>	<u>Description</u>
• <u>Aerobahn SMAN</u>	Aerobahn Surface Manager (SMAN) Service - 50 user licenses
• <u>Aerobahn Module</u>	Turn Management Module Service
• <u>Aerobahn API</u>	Aerobahn API Interface
Ascent	RMS
Assaia	Analytics

2.1 The license granted hereunder is limited and the Software may only be used:

- a. for Buyer staff hereby defined as “Authorized Users”;
- b. solely for Buyer’s internal business operations as described above, reference Item 1 “Purpose”; and
- c. in accordance with the functional description of the Software made available to Buyer by Saab including user managers, training materials, and other product information (“Documentation”) and the terms of this Agreement.



All rights in the Software not expressly granted to Buyer are reserved to Saab and its licensors. Additionally, and for avoidance of doubt, Saab will at all times retain sole and exclusive ownership of, or, as applicable, sole and exclusive rights as a licensee or sub-licensee of, all of its copyrights, trademarks, trade names, trade dress, patents, software, source code, object code and other intellectual property rights with respect to the Software, including, without limitation, all of the proprietary material provided and/or displayed by Saab at the Software, affiliated web sites, extranet, marketing materials or otherwise.

Additionally, Buyer may not use the Software outside of the scope set out in this Agreement without the prior written consent of Saab (which Saab may reasonably withhold at its sole discretion). Saab reserves the right to adjust the prices stated in the Contract if the Buyer initiates a change in this license agreement. For example, Saab may adjust the prices if Buyer elects to add or remove a site, add or remove licenses, or add or remove applications from the service.

2.2 Buyer will not:

- a. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or access to the Software in any way including any applications developed using the API Software;
- b. transfer or disseminate any data, reports, or output from or derived from the Software or Documentation to any party external to Buyer and the Authorized Users for sale without the express written consent of, and possible payment of additional fees to, Saab;
- c. copy, modify or make derivative works based upon the Software;
- d. create Internet links to allow or enable users to share or mirror the software on additional hardware; or
- e. reverse-engineer, decompile, disassemble, decode, adapt or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Software or access the Software in order to: (i) build a competitive product or service; (ii) build a product using similar concepts, ideas, features, functions or graphics of the Software; or (iii) copy any concepts, ideas, features, functions or graphics of the Software; or
- f. use the Software for timesharing, outsourcing, utility or service bureau purposes or otherwise for the benefit of a third party.

2.3 Nothing in the Agreement shall be construed to give Buyer or its Authorizer Users any right to inspect, possess, use, or copy the algorithms, source code or object code used to create or constituting the Software.

2.4 The parties acknowledge and agree that the Term shall begin on the Effective Date of the Contract, and conclude in accordance with the Contract.

2.5 The contents of the Software and Documentation, excluding any Buyer Data, are proprietary to Saab, its subsidiaries and affiliates and certain of its suppliers. The Software and Documentation are also protected by the United States Copyright Law and International Treaty provisions.

- 2.6 Saab, the Saab logo, and all product names and logos appearing on the Software and Documentation are among the trademarks and/or service marks owned by Saab, or its subsidiaries or affiliates. No right, title or interest in or to the trademark(s), service mark(s), logo(s) or tradename(s) of Saab or its licensors is granted to Buyer under the Agreement or by virtue of Authorized User's use of the Software and Documentation.
- 2.7 The Software and Documentation may include links to websites owned by third parties (singularly and collectively 'Third Party Material'). Access to and use of any Third Party Material is at the Authorized User's own risk and Saab is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made in such Third Party Material.
- 2.8 Saab's inclusion of Third Party Material shall not be construed as Saab endorsement of any third party or the Third Party Material, and no rights or licenses are granted to Authorized User in the Third Party Material.

### **3. Saab's Obligations**

- 3.1 Saab will provide access to the Software via the Internet with an availability of at least 0.99, where availability is measured on a 24 hour per day, 365 days per year basis, with the exception of mutually agreed-upon maintenance windows. For the avoidance of doubt, time associated with maintenance windows is excluded from the availability calculation. Availability will be calculated on the basis of a calendar month.

Availability = Total Time software was Available in any calendar month or part thereof divided by Total Time in the same calendar month or part thereof.

Total Time = The elapsed time in the period minus the time associated with mutually agreed maintenance windows in the period.

- 3.2 Saab will make the Software available continuously. However, there are exceptions to the service availability that will not be considered in the Availability calculation should they occur. Exceptions include: (i) if the Software is not available due to Buyer's acts or omissions not in accordance with Saab provided Documentation or training; (ii) if the Software is not available due to Buyer's hardware, Buyer's software or combination thereof; (iii) if the Software is not available due to Buyer's Internet connectivity; (iv) the Software was not available due to an event the Parties agree constitutes a Force Majeure event, or (v) the Software was not available due to the availability of the FAA System Wide Information Management data.
- 3.3 Saab may, at any time and at its sole discretion, but without obligation to do so, provide updates, enhancement, or new versions of the Software associated with the Service. For clarity, "Software" includes all updates, enhancements and/or new versions of the Software. All generally available updates, and enhancements provided by Saab to other clients shall be offered to Buyer. Saab may offer new functionality or new versions subject to payment by Buyer of additional fees.
- 3.4 Saab will provide training in accordance with the Contract. The training and product documentation is provided to Buyer, but remains the property of Saab.

- 3.5 Saab represents and covenants that it has obtained all authorization(s), consents, and licenses necessary to fully perform this Agreement, and to provide the Service and a license to the Software. Saab further represents and covenants that: (i) Saab is the owner of any and all intellectual property associated with the Service and Software (or is a Buyer, as applicable), and Saab has the authority to license same to Buyer hereunder; (ii) Saab will use reasonable efforts through the use of industry standard virus protection software and other customary procedures to screen any software or data provided, introduced into the Software or made available to it by Buyer to avoid introducing any "virus" or other computer software routine or hardware components that materially disrupts the proper operation of or provides improper access to the Software.
- 3.6 Except as otherwise expressly provided in this Agreement or in the Contract, Saab has and will retain sole control over the operation, provision, maintenance, and management of the Services, including the: (i) Software; (ii) selection, deployment, modification and replacement of the Software; and (iii) performance of Services including maintenance, upgrades, corrections and repair.
- 3.7 Saab reserves the right, in its sole discretion, to make any changes to the Services, Software and Documentation that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of the Services or Software, (ii) the competitive strength of or market for Services or Software (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services. Where any enhancements require re-training, Saab shall promptly update the Documentation including provision of release notes such that the Buyer can access and continue to use the Software.

#### **4. Buyer Obligations**

- 4.1 It is specifically acknowledged by Buyer that this software is provided as advisory only and that all actions taken by Buyer's personnel in performance of duties for Buyer will be based on training, judgement, and FAA instructions/guidance. All actions taken by personnel in performance of duties for Buyer are the responsibility of the Buyer.
- 4.2 Buyer is responsible for obtaining and maintaining all Buyer-provided computer hardware, software, internet access, internet service, and communications equipment needed to access and use the Software ("Buyer Network"), and for paying all related charges (e.g., Internet service providers, telecommunications) incurred while using the Software as set forth in this License or the Contract. Buyer agrees that it does and will comply with all minimum hardware, software, and communications requirements applicable to the use and access of the Software.
- 4.3 Buyer will be solely responsible for its actions and the actions of Buyer's employees while using the Service and Software. Buyer agrees to:
- a. abide by all Laws regarding the transmission of technical or software exported from the United States;
  - b. not upload or distribute files that contain viruses, malicious files, or any other similar software or programs that may damage the operation of the Software of another's computer;
  - c. not to interfere with or disrupt the Software and networks connected to the Software;
  - d. to comply with all regulations, policies and procedures of networks connected to the Software;
  - e. not to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;



- f. not to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third-party privacy rights;
  - g. not to intentionally interfere with or disrupt the integrity or performance of the Software or the data contained therein;
  - h. not to attempt to gain unauthorized access to the Software or its related systems or networks;
  - i. and to notify Saab immediately of any unauthorized use of any password or account or any other known breach of security impacting Saab or the Software.
- 4.4 Buyer shall be responsible for all information and messages or input into the Software or posted by its employees, officers, contractors, agents and consultants pursuant to their use of the Software or Services.
- 4.5 Buyer understands, agrees and accepts that Saab is not responsible for the accuracy, completeness or truthfulness of information posted or provided by Buyer or any user in connection with the Services or Software.
- 4.6 Buyer is responsible for taking steps to maintain appropriate security, protection and back-up of the Buyer Data. Buyer acknowledges and agrees that Saab is not and will not be responsible or liable for nor will it provide custodial services, archiving or warehousing for Buyer Data or Confidential Information posted or provided by Buyer or any end user in connection with the Services or Software while residing in the Buyer Network. "Buyer Data" means any and all data and information submitted by Buyer, collected by Buyer, or otherwise collected on behalf of Buyer (including its personnel, Buyer, vendors, and suppliers) or any other party permitted to use the Software by or through Buyer in connection with the Agreement.
- 4.7 Buyer agrees and covenants that Buyer Data will not contain any data, content or other materials that infringe or violate any third party's rights of publicity or privacy.
- 4.8 Each Party represents and covenants that it has obtained all authorization(s), consents and licenses necessary to fully perform this Agreement, and to use its information to be used in conjunction with the Software. Each Party further represents and covenants that: (i) it has the right to execute this Agreement and act in accordance with its terms; (ii) the execution and performance of the Agreement are within its respective corporate powers, have been duly authorized by all necessary corporate action, do not require any consent of or filing with any third party or governmental body or agency, and do not violate any law, agreement, judgment, order, or the like or their respective charter or by-laws; and (iii) this Agreement will constitute valid and binding obligations of the Party enforceable against it in accordance with its terms.
- 4.9 Without limiting the other terms of this Agreement, Buyer shall be solely responsible for its compliance with all Laws applicable to Buyer's business and use of the Service and Software. The Parties agree that Saab may, in its sole discretion, make changes to the Service and Software from time to time as necessary for Saab to comply with applicable Laws. The Parties further agree that if a change in applicable Laws makes the continued use of the Software unduly burdensome or unlawful, either Party may terminate this License and the Agreement upon thirty (30) days written notice to, and without further obligation to, Buyer, except that Saab shall refund any and all amounts paid but not yet earned by Buyer to Saab hereunder, calculated pro rata, no later than thirty (30) days from the date of such termination.

## **5. Intellectual Property and Proprietary Rights**

5.1 Saab alone (and its licensors, where applicable) shall own all right, title and interest, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world ("Intellectual Property Rights"), in and to the Service and the Software and any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Buyer relating to the Service and the Software whether or not any such suggestions, ideas, enhancement requests, feedback, or recommendations provided by Buyer relating to the Service and the Software are developed in connection with the delivery of the Software pursuant to this Agreement. This Agreement is not a sale and does not convey to Buyer any rights of ownership in or related to the Service, the Software or the Intellectual Property Rights owned by Saab, or to any improvements to or modifications of the Service, the Software or the Intellectual Property Rights owned by Saab whether or not such improvements or modifications are the result of Buyer's use of the Service or Software or are developed in connection with the delivery of the Software pursuant to this Agreement. Except as expressly set forth herein, nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to, the Services, Documentation whether expressly, by implication, estoppel or otherwise. The Saab name, the Saab trademark, the Saab logo, and the product names associated with the Service are trademarks of Saab or third parties, and this Agreement grants no right or license to use them.

### **5.2 Buyer Data**

- 5.2.1 Buyer Data shall belong solely and exclusively to Buyer and, except to the extent stated in Section 5.2.2 (Saab Use of Buyer Data), all right, title, and interest in the Buyer Data is reserved by Buyer and Saab shall have no, and shall not exercise any, right, title, or interest in or to any Buyer Data. Saab will in no way use Buyer Data for the benefit of Saab.
- 5.2.2 Buyer hereby grants Saab a non-exclusive, non-transferable, non-sublicensable, revocable right during the applicable Term to collect, transmit, and use the Buyer Data, only within the U.S. and solely and exclusively to the extent necessary to provide Software to Buyer under and in accordance with the Agreement.
- 5.2.3 Saab will keep all Buyer Data securely segregated from data related to any other Saab Buyer. Upon request by Buyer, Saab shall provide a list of all locations where Buyer Data in Saab's possession or under its control is located.
- 5.2.4 Saab shall not, and shall ensure that its affiliates, and each of its and their respective personnel do not, screen-scrape or use any other automated means to extract information from any Buyer website or mobile application.

**6. Warranty and Disclaimers**

Open Source components of the software are not subject to any warranty, express or implied, and are provided on an "As Is" basis. The software and service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Saab is not responsible for any delays, delivery failures, or other damage resulting from problems associated with use of the internet or hardware and/or software not provided by Saab.

**7. Indemnification**

Governed by the Contract.

**8. Limitation of Liability**

8.1 The total, aggregate liability of Saab arising from or related to this license, for any reason, under any legal theory, shall be limited to direct damages not to exceed fees paid by Buyer to Saab in the twelve months immediately preceding the date of the occurrence giving rise to the claim and shall exclude any consequential, exemplary, special, incidental, or punitive damages. Saab will be liable for direct damages only if it fails to exercise ordinary care. Saab shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with commercially reasonable practices in the industry.

8.2 Except to the extent of such liability as cannot be excluded by law, the foregoing limitation apply to all causes of action in the aggregate, including without limitation to breach of contract, and breach of warranty. Each of the parties acknowledges that it understands the ramifications of the foregoing limitations, and that the foregoing limitations form an essential part of this license.

**9. Termination**

Governed by the Contract.

**10. Confidentiality**

Governed by the Contract.

**11. Additional Terms**

- 11.1 The provisions of Sections 2,4,8 and any other clauses that by their nature the Parties intend to survive, shall survive the termination or expiration of this Agreement or the Contract.
- 11.2 Neither Party shall be liable to the other for any delay in performing, or for failure to perform, its obligations under this Agreement if the delay or failure results from a Force Majeure event or any event that hinders, delays or prevents that Party in or from performing any of its obligations under this Agreement that is beyond the reasonable control of and without the fault of such Party, including but not limited to war, riots, civil unrest, military action, terrorism, an act of God, fires, insurrections, embargoes, industrial action, strike or lockout, orders or other governmental directives, explosions, interruption or failure of telecommunication or digital transmission links, internet failures or similar delays or failures, except for the obligation of Buyer to pay for Services already rendered and use of the Software.
- 11.3 In the event Buyer violates the terms of this license, Saab reserves the right to suspend Buyer's access to the software if reasonably deemed necessary by Saab, acting in good faith, in order to stop or minimize the effects to Saab or other parties.

**EXHIBIT C  
CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

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

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

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

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):
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : 3. BEST'S RATING		
	INSURER B :		
2. NAME, ADDRESS, PHONE AND FAX NUMBERS	INSURER C : <b>COMPANY'S BEST KEY RATING</b>		
	INSURER D :		
	INSURER E : <b>A-VII or BETTER</b>		
	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 \$ (D) 1,000,000 DAMAGE TO RENTED \$ 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.	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT \$ (K) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$
6.	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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		<input type="checkbox"/> PER STATUTE <input type="checkbox"/> 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. 1352 - CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM 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. 1352, entitled Contract for Airport Surface Management System;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

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

Signature

State of Nevada  
County of Clark

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

Witness my hand and official seal.

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

**EXHIBIT D  
CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

**CONTRACTOR INFORMATION**

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

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

**STATE OF NEVADA BUSINESSES**

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

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

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

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

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

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

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

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

**BUSINESSES IN OTHER STATES**

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

**EXHIBIT E  
CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

**SUBCONTRACTOR INFORMATION**

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

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

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

1. Subcontractor Name: Ascent Technology, Inc.  
Contact Person: Windler L. Schweer Telephone Number 1 617-395-4820  
Description of Work: Gate Management - Ascent Resource Information System (ARIS)  
Estimated Percentage of Total Dollars: 18.76%  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
2. Subcontractor Name: Assaia International AG  
Contact Person: Norbert Steiger Telephone Number +1 573-639-2263  
Description of Work: Turn Management - ApronAI  
Estimated Percentage of Total Dollars: 42.93%  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_
  
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Enterprise Type:  MBE  WBE  PBE  SBE  VET  DVET  ESB  NBE  
Ethnicity:  Asian-Pacific American  Black American  Caucasian  Hispanic American  Native American  
 Other: \_\_\_\_\_

**EXHIBIT F  
CONTRACT FOR AIRPORT SURFACE MANAGEMENT SYSTEM  
CBE-1352**

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

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

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation, 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:**

**Business Information:**

Corporate/Business Entity Name:	<b>Saab, Inc.</b>	
(Include d.b.a., if applicable)		
Street Address:	<b>85 Collamer Crossings</b>	Website: <a href="https://www.saab.com/markets/united-states">https://www.saab.com/markets/united-states</a>
City, State and Zip Code:	<b>East Syracuse, NY 13057</b>	POC Name: <b>Stephen Furcinito</b>
Telephone No:	<b>1 315 382 4494</b>	POC Email: <b>Stephen.Furcinito@saabinc.com</b>
		Fax No: <b>1 315-445-5888</b>
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>
Saab North America, Inc.	Holding Company	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.

Stephen Furcinito  
Stephen Furcinito (May 16, 2024 12:22 EDT)  
 Signature  
 Senior Contracts Manager  
 Title

Stephen Furcinito  
 Print Name  
05/07/2024  
 Date

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

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

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

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

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

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

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

***For County Use Only:***

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**EXHIBIT G  
FEDERALLY REQUIRED CONTRACT PROVISIONS**

**CLARK COUNTY DEPARTMENT OF AVIATION  
CLARK COUNTY, NEVADA**

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**EXHIBIT G**  
**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 RIGHT – TITLE VI ASSURANCE**

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

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 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 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 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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 USC § 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;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 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 (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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.
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.

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

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

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

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

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

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Business Entity Type (Please select one)**

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
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**Business Designation Group (Please select all that apply)**

<input type="checkbox"/> MBE Minority Business Enterprise	<input 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:	Saab, Inc.	
(Include d.b.a., if applicable)		
Street Address:	85 Collamer Crossings	Website: <a href="https://www.saab.com/markets/united-states">https://www.saab.com/markets/united-states</a>
City, State and Zip Code:	East Syracuse, NY 13057	POC Name: Stephen Furcinito
Telephone No:	1 315 382 4494	POC Email: Stephen.Furcinito@saabinc.com
		Fax No: 1 315-445-5888
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>
Saab North America, Inc.	Holding Company	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.

Stephen Furcinito  
Stephen Furcinito (May 16, 2024 12:22 EDT)  
 Signature  
 Senior Contracts Manager  
 Title

Stephen Furcinito  
 Print Name  
05/07/2024  
 Date

**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

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

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

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

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

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

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

***For County Use Only:***

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

Yes  No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes  No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative