

CLARK COUNTY, NEVADA

CBE-1500

CONTRACT FOR

IDENTITY MANAGEMENT SYSTEM

NAME OF FIRM	Intellisoft, Inc.
DESIGNATED CONTACT, NAME AND TITLE	R. David Peeples, CEO
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	5 Independence Point, Suite 100 Greenville, SC 29615
TELEPHONE NUMBER (include area code)	(864) 270-5484
EMAIL ADDRESS	david.peeples@intellisoft.com

**CONTRACT FOR
IDENTITY MANAGEMENT SYSTEM
CBE-1500**

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and INTELLISOFT, INC. (hereinafter referred to as "CONTRACTOR"), for IDENTITY 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 \$2,198,625.00 for the initial term, including all travel, lodging, meals, miscellaneous expenses, fees, and other charges.

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

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

SECTION I: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, 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, 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. It is understood and agreed that, through this Contract, OWNER has procured certain software products of the CONTRACTOR, that OWNER has received (or will receive) a license to use such software, and that the terms, conditions, and scope of such license is established by the End User License Agreement of CONTRACTOR, which is attached hereto as **Exhibit B**, and which is incorporated into this Contract for all purposes.
- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- K. The CONTRACTOR will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.
- L. CONTRACTOR has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.
- M. AIRPORT SECURITY
1. OWNER Property
- For security purposes, OWNER property is divided into three (3) categories as follows:
- a. Landside: The non-secure portion of the Airport;
 - b. Airside: The Secured Area/Security Identification Display Area (SIDA); and
 - c. Sterile Areas: The parts of the terminal buildings that require access through a security check point. Note: This is a part of the SIDA
- All CONTRACTOR personnel working on OWNER property, Landside, Airside or Sterile Areas, must be badged for identification purposes.

2. Federal Regulations

49 Code of Federal Regulation (CFR), Part 1542, Airport Security requires that security of the Secured Area/SIDA at 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.
 - b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, if requested by Director.
2. If the presence of any Hazardous Material on, under, or about the Premises or the OWNER caused or permitted by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Contract results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, contractors, Subcontractors, vendors, suppliers, or other representatives, during the term of this Contract as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:
 - a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned, or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work.
 - b. The OWNER retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the OWNER is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

- O. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit G** prior to any Contract award by the BCC.
- P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative. OWNER's representative, who OWNER shall designate by written notice, may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

CONTRACTOR shall return any original data provided by OWNER.

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

SECTION III: SCOPE OF WORK

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

SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$2,198,625.00 for the initial 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.
 - 2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
 - 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 - 4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing Party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
 - 5. All payments shall be due within 30 calendar days after receipt of the invoice.

6. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
7. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@LASairport.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.

All invoices should include the following information:

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

D. OWNER's FISCAL LIMITATIONS

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit the OWNER's financial responsibility as indicated in Paragraphs 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which the BCC fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the CONTRACTOR.

E. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from date of award through one year from Production Deployment, with the option to renew annual service and support for five (5), one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

F. CONTRACT EXTENSION

OWNER reserves the option to temporarily extend this Contract for up to one (1) year from the expiration of the initial term, or if any renewal options are exercised, from the expiration of the last renewal option exercised, for any reason. Contract pricing in effect at the time of extension shall apply to the Contract extension term.

G. AUTHORIZATION TO PROVIDE GOODS AND SERVICES

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

SECTION VI: SUBCONTRACTS

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

- 1. Time is of the essence for the purposes of this Contract.
- 2. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
- 3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval, which will not be unreasonably withheld.

B. SUSPENSION

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

C. TERMINATION

1. This Contract may be terminated in whole or in part by either Party in the event of substantial failure of the other Party to fulfill its obligations under this Contract through no fault of the terminating Party; but only after the other Party is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating Party prior to termination.
2. This Contract may be terminated in whole or in part by the OWNER for its convenience; but only after the CONTRACTOR is given:
 - a. not less than ten (10) calendar days' written notice of intent to terminate; and
 - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is affected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONTRACTOR's default.
4. Upon receipt or delivery by CONTRACTOR of a termination notice, the CONTRACTOR shall promptly discontinue all services effected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I. It is understood and agreed that, if OWNER terminates this Contract at any time before complete installation of the software deliverable to be provided by CONTRACTOR hereunder, CONTRACTOR shall have no obligation to provide any software to OWNER, OWNER shall not receive a license to any software that has been installed as of the date of termination, and OWNER shall promptly and permanently delete any software that has been provided hereunder from its electronic systems.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another Party or otherwise; provided, that under no circumstance will OWNER or any third-party be allowed to access or modify the software (if any) that had been provided by CONTRACTOR as of the date of termination, nor shall any work derivative from such software be allowed, tolerated, or directed by OWNER. In the event the CONTRACTOR shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the CONTRACTOR assigned to the performance of this Contract.
6. If after termination for failure of the CONTRACTOR to fulfill contractual obligations, it is determined that the CONTRACTOR has not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER.
7. The rights and remedies of the OWNER and the CONTRACTOR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

8. Neither Party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of CONTRACTOR's principals, officers, employees, agents, Subcontractors, vendors, or suppliers are expressly recognized to be within CONTRACTOR's control.

D. SURVIVABILITY

The terms and conditions of the Contract that by their sense and context are intended to survive the expiration or termination of the Contract will survive, including: Part I, Sections (A), (D) & (H), Part V, Section (C), Paragraph (4); Part VII, Section (C), Paragraphs 2(b), 4 & 5, as well as Sections (D), (H—but only for a period of three calendar years following the date of termination or expiration), (R) & (S).

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

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

H. INDEMNITY

The CONTRACTOR its CONTRACTORS and Subcontractors of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORS and Subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract; provided, that CONTRACTOR shall not indemnify OWNER or its above-referenced personnel to the extent OWNER or its personnel caused and/or contributed to the causing of the injury or damage for which indemnity is sought. 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. It is further provided that CONTRACTOR shall not indemnify OWNER or its personnel in the event that the injury or damage for which indemnity is sought arises out of the breach of this Contract, to the extent such breach is the fault of OWNER and/or its personnel.

I. PATENT INDEMNITY

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

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

J. INTELLECTUAL PROPERTY INDEMNITY

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

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

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

K. CYBERSECURITY REQUIREMENTS

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

L. CONTRACTOR INFORMATION

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

M. SUBCONTRACTOR INFORMATION

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

N. AUDITS

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

O. COVENANT

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

P. ASSIGNMENT

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

Q. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

R. CONFIDENTIAL TREATMENT OF INFORMATION

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

S. ORDER OF PRECEDENCE

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

T. ADDITIONAL CONTRACT PROVISIONS

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

U. ADA REQUIREMENTS

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

V. COMPANIES THAT BOYCOTT ISRAEL

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

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

W. INAPPLICABLE CLAUSES

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

X. ENTIRE AGREEMENT

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

Y. GENERAL

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

Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

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

TO CONTRACTOR: R. DAVID PEEPLES, CEO
INTELLISOFT, INC.
5 INDEPENDENCE POINT, SUITE 100
GREENVILLE, SOUTH CAROLINA 29615

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:

INTELLISOFT, INC.

By:  _____
David Peoples (Jun 10, 2025 16:06 EDT)
R. DAVID PEEPLES
CEO

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney


By:  _____
John P. Witucki (Jun 11, 2025 11:04 PDT)
JOHN P. WITUCKI
Senior Attorney

EXHIBIT A
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500

SCOPE OF WORK

IDENTITY MANAGEMENT SYSTEM (IDMS) IMPLEMENTATION

1. INTRODUCTION

1.1. Project Overview

This Scope of Work (SOW) defines the implementation of a comprehensive Identity Management System (IDMS) at Clark County Department of Aviation ("OWNER"). Intellisoft, Inc. ("CONTRACTOR") will provide software, configuration services, integration support, testing, training, and post-implementation support as specified in this document.

1.2. The IDMS will enable OWNER to:

- 1.2.1. Manage the complete credentialing lifecycle including application, issuance, renewal, and deactivation
- 1.2.2. Integrate with physical access control systems, background check systems, and training management systems
- 1.2.3. Streamline processes through automation and electronic workflows
- 1.2.4. Maintain compliance with TSA and other regulatory requirements
- 1.2.5. Provide comprehensive reporting capabilities
- 1.2.6. Enable secure self-service capabilities for authorized signatories

1.3. Project Objectives

- 1.3.1. Implement a single, integrated credentialing management system
- 1.3.2. Enhance security through standardized workflows, automated compliance checks, and digital document storage
- 1.3.3. Improve operational efficiency through streamlined processes
- 1.3.4. Ensure regulatory compliance with federal, state, and local requirements
- 1.3.5. Establish a system that supports future expansion and technology evolution

2. PROJECT GOVERNANCE

2.1. Project Approach

- 2.1.1. The CONTRACTOR will employ a structured project management approach based on Project Management Institute (PMI) principles. The implementation will follow a phased approach with clear milestones, deliverables, and approval gateways. The CONTRACTOR's responsibilities will include:
 - 2.1.1.1. Project initiation and planning
 - 2.1.1.2. Requirements gathering and analysis
 - 2.1.1.3. System design and configuration
 - 2.1.1.4. Development environment
 - 2.1.1.5. Staging environment
 - 2.1.1.6. Integration with external systems
 - 2.1.1.7. User acceptance testing

- 2.1.1.8. Training
- 2.1.1.9. Production deployment
- 2.1.1.10. Post-implementation support

2.2. Project Schedule

- 2.2.1. The project will commence upon contract execution and is estimated to be completed within twelve to eighteen (12-18) months. A detailed project schedule will be developed by CONTRACTOR during the project planning phase and included in the document deliverables. The schedule will identify all key activities, dependencies, resource requirements, and critical paths.

2.3. Project Team Structure

- 2.3.1. CONTRACTOR will provide a dedicated Project Manager to oversee all aspects of the implementation. CONTRACTOR roles on the project team will include:
 - 2.3.1.1. Project Engineer(s)
 - 2.3.1.2. Data Engineer(s)
 - 2.3.1.3. Integration Specialist(s)
 - 2.3.1.4. Testing Lead
 - 2.3.1.5. Training Specialist(s)
 - 2.3.1.6. Support personnel
- 2.3.2. OWNER will designate a Project Manager who will serve as the primary point of contact and will have responsibility for coordinating OWNER resources, facilitating decision-making, and ensuring timely completion of OWNER tasks.

2.4. Communication Plan

- 2.4.1. The CONTRACTOR will follow a structured communication plan with at minimum:
 - 2.4.1.1. Weekly status meetings
 - 2.4.1.2. Quarterly executive status updates
 - 2.4.1.3. Risk, Decision, and Issue management tracking
 - 2.4.1.4. Change control management
 - 2.4.1.5. Document management (version, structure, organization)
- 2.4.2. All formal communications will include both Project Managers. A detailed communication plan will be included in the document deliverables.

3. SCOPE OF SERVICES

3.1. Software Components

- 3.1.1. CONTRACTOR will deliver a comprehensive IDMS solution to include the following software components:
 - 3.1.1.1. IDMS Enterprise Software with Unlimited User Accounts
 - 3.1.1.1.1. Admin Portal
 - 3.1.1.1.2. Authorized Signer Web Portal
 - 3.1.1.1.3. Reporting Module
 - 3.1.1.1.4. SAML configuration with OWNER user accounts

3.1.1.2. All other functions supporting solution to include audit, certified equipment support, infrastructure integrations, and future enhancements to the product.

3.2. Integration Components

3.2.1. CONTRACTOR will implement the following integrations:

- 3.2.1.1. Physical Access Control System (PACS)
- 3.2.1.2. Designated Aviation Channeler (DAC)
- 3.2.1.3. Learning Management System (LMS)
- 3.2.1.4. Regulatory support with deployed integrations to support regulatory requirements (eBadge, RapBack, etc.)

3.3. System Configuration

3.3.1. CONTRACTOR will configure the following components:

- 3.3.1.1. User roles and privileges
- 3.3.1.2. Business rules and workflows
- 3.3.1.3. Badge designs and templates
- 3.3.1.4. Standard and custom reports
- 3.3.1.5. Email notifications and alerts
- 3.3.1.6. Security controls and audit logging

3.4. Data Migration

3.4.1. CONTRACTOR will perform data migration from existing systems, including:

- 3.4.1.1. Development of a comprehensive data migration strategy
- 3.4.1.2. Analysis of source data quality and structure
- 3.4.1.3. Development of data mapping specifications
- 3.4.1.4. Execution of data migration tests
- 3.4.1.5. Validation of migrated data
- 3.4.1.6. Production data migration

3.5. Testing

3.5.1. CONTRACTOR will develop and execute a comprehensive testing strategy, including:

- 3.5.1.1. Unit testing of individual components
- 3.5.1.2. Integration testing of connected systems
- 3.5.1.3. User acceptance testing
- 3.5.1.4. Performance testing
- 3.5.1.5. Security testing

3.6. Training

3.6.1. CONTRACTOR will develop and deliver training for all system users, including:

- 3.6.1.1. Authorized Signer training
- 3.6.1.2. Administrative user training
- 3.6.1.3. Technical administrator training
- 3.6.1.4. Train-the-trainer sessions
- 3.6.1.5. Training materials and documentation

3.7. Deployment

3.7.1. CONTRACTOR will perform the following deployment activities:

- 3.7.1.1. Development environment
- 3.7.1.2. Staging environment
- 3.7.1.3. Production environment
- 3.7.1.4. Scripted system cutover and execution

3.8. Documentation

3.8.1. CONTRACTOR will provide comprehensive documentation in accordance with the Document Deliverables matrix referenced in the contract, including:

- 3.8.1.1. Project management documentation
- 3.8.1.2. Requirements and analysis documentation
- 3.8.1.3. System design documentation
- 3.8.1.4. Testing documentation
- 3.8.1.5. Training and user documentation
- 3.8.1.6. Deployment documentation
- 3.8.1.7. Support and maintenance documentation

3.9. Post-Implementation Support

3.9.1. CONTRACTOR will provide:

- 3.9.1.1. Two weeks of on-site post-deployment support
- 3.9.1.2. Resolution of identified issues and punch list items
- 3.9.1.3. Knowledge transfer to OWNER technical staff
- 3.9.1.4. One-year warranty period
- 3.9.1.5. Ongoing maintenance and support per the terms of the maintenance agreement

4. RESPONSIBILITIES

4.1. CONTRACTOR Responsibilities

4.1.1. CONTRACTOR shall:

- 4.1.1.1. Provide a qualified Project Manager to oversee all aspects of the implementation
- 4.1.1.2. Develop and maintain the project plan
- 4.1.1.3. Coordinate and schedule all CONTRACTOR resources
- 4.1.1.4. Complete all deliverables according to the agreed schedule
- 4.1.1.5. Conduct weekly status meetings
- 4.1.1.6. Manage project risks and issues
- 4.1.1.7. Implement the IDMS software and integrations
- 4.1.1.8. Perform data migration
- 4.1.1.9. Develop and execute test plans
- 4.1.1.10. Provide training on all system aspects
- 4.1.1.11. Deploy the system to production
- 4.1.1.12. Provide post-implementation support
- 4.1.1.13. Provide system maintenance and technical support

4.2. OWNER Responsibilities

4.2.1. OWNER shall:

- 4.2.1.1. Provide a qualified Project Manager to coordinate all OWNER activities
- 4.2.1.2. Ensure timely completion of the Initial Functional Survey and related requirements documentation
- 4.2.1.3. Procure and deploy infrastructure components (servers, workstations, peripherals)
- 4.2.1.4. Provide network connectivity and internet access
- 4.2.1.5. Install and maintain operating systems and database platforms
- 4.2.1.6. Provide remote access for CONTRACTOR personnel to perform implementation activities
- 4.2.1.7. Coordinate with third-party vendors for integration activities
- 4.2.1.8. Provide badge design requirements and artwork
- 4.2.1.9. Participate in testing activities
- 4.2.1.10. Schedule personnel for training
- 4.2.1.11. Review and approve deliverables within ten (10) business days
- 4.2.1.12. Arrange for system penetration testing
- 4.2.1.13. Provide facilities for workshops, training, and other on-site activities
- 4.2.1.14. Suspend badging operations during the cutover period
- 4.2.1.15. Throttle appointments during the initial post-deployment period
- 4.2.1.16. Provide feedback on system performance and issues

5. DELIVERABLES

5.1. Project Deliverables

- 5.1.1. CONTRACTOR will provide deliverables in accordance with the Document Deliverables and System Deliverables matrices referenced in the contract. These deliverables span all project phases and include:
 - 5.1.1.1. Project management deliverables
 - 5.1.1.2. Requirements and analysis deliverables
 - 5.1.1.3. System design deliverables
 - 5.1.1.4. Testing deliverables
 - 5.1.1.5. Training and user documentation
 - 5.1.1.6. Deployment deliverables
 - 5.1.1.7. Support and maintenance deliverables
 - 5.1.1.8. Software components
 - 5.1.1.9. Integration components
 - 5.1.1.10. System configurations
 - 5.1.1.11. Data migration components
 - 5.1.1.12. Cybersecurity standards and configurations
 - 5.1.1.13. Training and knowledge transfer
 - 5.1.1.14. Badging hardware support for CONTRACTOR certified equipment

5.2. Acceptance Criteria

- 5.2.1. Deliverables will be submitted according to the project schedule
- 5.2.2. OWNER shall review deliverables within ten (10) business days
- 5.2.3. OWNER shall provide written acceptance or rejection with specific deficiencies
- 5.2.4. CONTRACTOR shall address deficiencies within fifteen (15) business days
- 5.2.5. If OWNER does not provide written notice of rejection within ten (10) business days, deliverables will be deemed accepted

6. PRICING

CONTRACTOR to provide a one-time purchase of perpetual software licensing, granting OWNER indefinite access to the implemented software. Initial term pricing will include an annual service contract for one year post Go-Live and will provide ongoing support, maintenance, and updates. The option to renew the annual service contract will be at OWNER's sole discretion.

Pricing for the software licensing, implementation, and support is as outlined below.

IDMS Standard Software Licenses and Integrations ⁽¹⁾	\$ 1,400,000.00
One (1) Instance IDMS	
Unlimited IDMS User Accounts	
One (1) Standard PACS Integration	
One (1) Standard DAC Integration (AAAE-BCWS)	
One (1) Training Integration (SSI-ILS)	
One (1) Custom Integration	
Professional Services / Labor ⁽²⁾	\$ 798,625.00
Hardware-Badging Equipment ⁽³⁾	N/A
NOT TO EXCEED COST OF INITIAL TERM	\$ 2,198,625.00

⁽¹⁾ Excludes OWNER-provided licenses for OS, SQL Server etc. CONTRACTOR will provide a list of minimum software requirements.

⁽²⁾ CONTRACTOR staff resources only, excludes costs for OWNER staff and OWNER-engaged consultants.

⁽³⁾ CONTRACTOR will not provide hardware. Procurement of these items must be placed through a third-party vendor.

Annual Service Contract (if exercised)

Year 2	\$ 272,697.60
Year 3	\$ 272,697.60
Year 4	\$ 272,697.60
Year 5	\$ 317,447.42
Year 6	\$ 342,843.22

7. PAYMENT SCHEDULE

- 7.1. CONTRACTOR shall invoice OWNER based on the successful completion of project milestones as defined in the Payment Milestones matrix (Item 13). Each milestone payment will be triggered upon OWNER's acceptance of the associated deliverables.
- 7.1.1. For each milestone payment, CONTRACTOR shall provide:
- 7.1.1.1. Formal milestone completion report
 - 7.1.1.2. Evidence of deliverable completion and acceptance
 - 7.1.1.3. Updated project schedule showing progress against baseline
 - 7.1.1.4. Updated risk register
 - 7.1.1.5. Status of all open issues or action items
- 7.2. Upon receipt of Purchase Order noting the exercised annual renewal of the Service Contract, CONTRACTOR may invoice for the fees as outlined in Item 6, above.

8. ASSUMPTIONS AND CONSTRAINTS

8.1. Assumptions

- 8.1.1. OWNER will provide timely access to subject matter experts
- 8.1.2. OWNER will complete the Initial Functional Survey within the timeframe specified in the project schedule
- 8.1.3. Infrastructure components will be procured and deployed according to the project schedule
- 8.1.4. Third-party vendors will provide necessary cooperation for integration
- 8.1.5. OWNER will perform required system penetration testing prior to go-live by third party
- 8.1.6. OWNER will suspend badging operations for the cutover period (Wednesday close of business through Monday opening)
- 8.1.7. OWNER will throttle appointments to 50% capacity for the first week post-implementation
- 8.1.8. CONTRACTOR will not be required to obtain an airport badge. Escort badges may be issued while on property.
- 8.1.9. CONTRACTOR will be onsite for approximately five weeks throughout the project. These activities include two workshops, user acceptance testing, and production use (go-live). These visits are planned travel and included in the cost of this agreement.

8.2. Constraints

- 8.2.1. OWNER systems must meet minimum requirements specified in the Infrastructure Requirements Document
- 8.2.2. Any change requests that impact scope, schedule, or budget must go through the formal change control process. This may require an amendment to the contract in the instances of cost as a requirement by the OWNER.
- 8.2.3. OWNER must complete required reviews and approvals within the specified timeframes
- 8.2.4. CONTRACTOR's corporate office is in Greenville, SC. Travel expenses for on-site work outside the initial project scope will be billable at a per diem rate and reasonable hotel rates. CONTRACTOR to gain approval by OWNER in writing before travel.
- 8.2.5. Badging office operations must be suspended during the cutover period

9. CHANGE MANAGEMENT

9.1. Change Control Process - Technology Change Request

9.1.1. OWNER has established formal change control processes that include a review mechanism comparable to technology industry standard Change Advisory Board (CAB). This governance structure serves to evaluate, prioritize, and authorize changes to the IT production environment, thereby mitigating potential risks associated with technology modifications. CONTRACTOR will consult OWNER and seek approval for changes of this nature.

9.1.2. Either party may submit a change request

9.1.3. Change requests must include:

- 9.1.3.1. Description of the change
- 9.1.3.2. Justification for the change
- 9.1.3.3. Impact on scope, schedule, and budget
- 9.1.3.4. Backout plans

9.1.4. Change requests will be reviewed by the Project Managers

9.1.5. Approved changes will be documented by OWNER

9.1.6. No work on changes will commence until the Change is approved

10. PROJECT COMPLETION

10.1. Acceptance Criteria

10.1.1. The project will be considered complete when:

- 10.1.1.1. All deliverables have been accepted by OWNER
- 10.1.1.2. The system has been successfully deployed to production
- 10.1.1.3. Post-implementation support has been provided
- 10.1.1.4. All punch list items have been resolved
- 10.1.1.5. Final acceptance has been granted by OWNER

10.2. Project Closeout

10.2.1. Upon project completion CONTRACTOR will:

- 10.2.1.1. Conduct a post-implementation review
- 10.2.1.2. Document lessons learned
- 10.2.1.3. Transition to maintenance and support operations
- 10.2.1.4. Provide a Final Project Closeout Document

11. CONTRACTOR – DOCUMENT DELIVERABLES

ID	Deliverable	Description	Format	Project Phase
Project Management Documentation				
PM-01	Project Charter	Comprehensive document detailing project scope, timeline, milestones, resources, risks, and success criteria	MS Word	Project Mobilization
PM-02	Project Management Plan	Detail on how the project will be executed, monitored and controlled.	MS Word	Project Mobilization
PM-03	Detailed Project Schedule	Day-by-day schedule showing all tasks, dependencies, and resources	MS Project	All Phases
PM-04	Client Welcome Package	Overview of implementation process, expectations, and airport responsibilities	MS Word	Project Mobilization
PM-05	Infrastructure Requirements Document	Technical specifications for server, network, and workstation requirements	MS Word	Project Mobilization
PM-06	Project Status Reports	Weekly updates on project progress, issues, and risks	MS Word	All Phases
PM-07	Meeting Agendas and Minutes	Documentation of all project meetings	MS Word	All Phases
PM-08	Risk Register	Documented risks, impact assessments, and mitigation strategies	MS Excel	All Phases
Requirements and Analysis Documentation				
RA-01	Initial Functional Survey Results	Analysis of current processes and requirements	MS Word	Project Mobilization
RA-02	Knowledge Acquisition Meeting Agendas	Workshop agendas with topics and objectives	MS Word	Analysis & Design
RA-03	Knowledge Acquisition Meeting Summaries	Documentation of workshop findings and recommendations	MS Word	Analysis & Design
RA-04	Knowledge Acquisition Meeting Summaries (Final)	Final documentation of workshop findings and decisions	MS Word	Analysis & Design
RA-05	Process Optimization Recommendations	Suggested improvements to current processes	MS Word	Analysis & Design
RA-06	Functional Specification Document	Detailed system requirements and functionality	MS Word	Analysis & Design
System Design Documentation				
SD-01	System Design Documents (including database schema)	Technical architecture and design specifications	MS Word	Analysis & Design
SD-02	IT Architecture and Security Design (Draft)	Security framework and architecture specifications	MS Word	Analysis & Design
SD-03	IT Architecture and Security Design (Final)	Final security framework and architecture specifications	MS Word	Analysis & Design
SD-04	Integration Design and Testing Plan (Draft)	Framework for system integrations and testing approach	MS Word	Analysis & Design
SD-05	Integration Design and Testing Plan (Final)	Final framework for system integrations and testing approach	MS Word	Analysis & Design
SD-06	Configuration and Business Rules Design (Draft)	System configuration parameters and business logic	MS Word	Analysis & Design
SD-07	Configuration and Business Rules Design (Final)	Final system configuration parameters and business logic	MS Word	Analysis & Design
SD-08	Data Conversion Design and Plan (Draft)	Strategy for data migration and validation	MS Word	Analysis & Design
SD-09	Data Conversion Design and Plan (Final)	Final strategy for data migration and validation	MS Word	Analysis & Design
SD-10	Reporting Framework Design (Draft)	Report templates and specifications	MS Word	Analysis & Design
SD-11	Reporting Framework Design (Final)	Final report templates and specifications	MS Word	Analysis & Design

CONTRACTOR – DOCUMENT DELIVERABLES (cont)

ID	Deliverable	Description	Format	Project Phase
Testing Documentation				
TS-01	Test Solution Deployment Plan (Draft)	Strategy for deploying test environment	MS Word	Build & Configure
TS-02	Test Solution Deployment Plan (Final)	Final strategy for deploying test environment	MS Word	Build & Configure
TS-03	Test Scripts - Configuration and Business Rules	Step-by-step test procedures for configuration	MS Word	Build & Configure
TS-04	Test Scripts - Data Conversion	Step-by-step test procedures for data migration	MS Word	Build & Configure
TS-05	Test Scripts - Reporting	Step-by-step test procedures for reports	MS Word	Build & Configure
TS-06	Test Scripts - End User Functionality	Step-by-step test procedures for user functions	MS Word	Build & Configure
TS-07	Test Results Documentation	Results of all test execution	MS Word	Testing
TS-08	Issue Tracking and Resolution Reports	Log of issues found and resolutions	MS Excel	Testing
TS-09	UAT Sign-off Documentation	Formal acceptance of system testing	MS Word	Testing
Training and User Documentation				
TR-01	Documentation and Training Plan (Draft)	Strategy for documentation and training delivery	MS Word	Training & Final Config
TR-02	Documentation and Training Plan (Final)	Final strategy for documentation and training delivery	MS Word	Training & Final Config
TR-03	Authorized Signer Portal User Documentation	End-user guide for portal users	MS Word	Training & Final Config
TR-04	Admin Portal User Documentation	Administration guide for badging staff	MS Word	Training & Final Config
TR-05	Administrator Documentation	Technical administration	MS Word	Training & Final Config
TR-06	Training Materials	Slides, exercises, recordings, handouts	MS PowerPoint, Word	Training & Final Config
TR-07	Training Completion Reports	Summary of training activities and outcomes	MS Word	Training & Final Config
Deployment Documentation				
DP-01	Production Solution Deployment Plan (Draft)	Strategy for production implementation	MS Word	Training & Final Config
DP-02	Production Solution Deployment Plan (Final)	Final strategy for production implementation	MS Word	Training & Final Config
DP-03	Cutover Plan	Detailed sequence for migration to production	MS Word	Deployment
DP-04	Go-live Checklist	Pre-go-live verification items	MS Excel	Deployment
DP-05	Post-implementation Issue Log	Tracking of issues after go-live	MS Excel	Deployment
Support and Maintenance Documentation				
SM-01	System Maintenance and Technical Support	Methods and Procedures for ongoing support and maintenance	MS Word	Post-Implementation
SM-02	Support Transition Document	Handover information for system support	MS Word	Post-Implementation
SM-03	Resolved Punch List	Documentation of issue resolutions	MS Excel	Post-Implementation
SM-04	Post-implementation Review Report	Analysis of implementation success	MS Word	Post-Implementation

SM-05	Final Project Closeout Document	Formal project completion document	MS Word	Post- Implementation
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Document Management Methods

- Draft deliverables require a review period of two weeks before final versions. OWNER and CONTRACTOR will work together to mitigate any delays to schedule while under review.
- Document format may be adjusted based upon DOA and CONTRACTOR acceptance.
- Additional documents may be identified during development of the Project Charter on OWNER and CONTRACTOR acceptance.
- All deliverables will be stored on OWNER's Microsoft Teams account or other OWNER provided digital workspace.
- Version control to be maintained by CONTRACTOR for all documentation.

12. CONTRACTOR – SYSTEM DELIVERABLES

ID	System Deliverable	Description	Type	Project Phase
Core Software Components				
SW-01	IDMS Enterprise Software	Core IDMS application software	Commercial Software	Build & Configure
SW-02	Admin Portal	Interface for badging office operations	Commercial Software	Build & Configure
SW-03	Authorized Signer Web Portal	Web-based interface for company signers	Commercial Software	Build & Configure
SW-04	Reporting Module	Standard and custom report engine	Commercial Software	Build & Configure
Integration Components				
INT-01	PACS Integration	Connection to physical access control system	Integration	Build & Configure
INT-02	DAC Integration	Connection to designated aviation channeler	Integration	Build & Configure
INT-03	LMS Integration	Connection to learning management system	Integration	Build & Configure
INT-04	Other integrations (if needed)	Other integrations defined in systems design	Custom Integration	Build & Configure
System Environments				
ENV-01	Development Environment	Complete system for development and testing	System Environment	Build & Configure
ENV-02	Staging Environment	Pre-production testing and validation environment	System Environment	Build & Configure
ENV-03	Production Environment	Live operational environment	System Environment	Deployment
Data Components				
DAT-01	Data Migration Plan	Strategy for moving data	Configuration	Analysis & Design
DAT-02	Converted Historical Data	Migrated data from existing systems	Data	Build & Configure
DAT-03	Data Validation Reports	Quality assurance of migrated data	Reports	Testing
DAT-04	Production Data Conversion	Final data migration to production	Data	Deployment

CONTRACTOR – SYSTEM DELIVERABLES (continued)

ID	System Deliverable	Description	Type	Project Phase
System Configuration				
CFG-01	User Roles and Privileges	Access control structure	Configuration	Build & Configure
CFG-02	Business Rules	Logic for credential issuance workflow	Configuration	Build & Configure
CFG-03	Badge Designs and Templates	Visual badge layouts and encoding	Configuration	Build & Configure
CFG-04	Standard Reports	Required operational reports	Configuration	Build & Configure
CFG-05	Custom Reports	OWNER-specific reports (if required)	Configuration	Build & Configure
CFG-06	Notifications	System email alerts and reminders	Configuration	Build & Configure
Security Implementation				
SEC-01	Authentication Configuration	Login and access security	Configuration	Build & Configure
SEC-02	Authorization Rules	Access control implementation	Configuration	Build & Configure
SEC-03	Audit Logging	System activity recording	Configuration	Build & Configure
SEC-04	Security Controls	Implementation of security architecture	Configuration	Testing
SEC-05	Penetration Test Coordination	Third-party security assessment	Service	Testing
Training and Knowledge Transfer				
TRN-01	Training Environment	Configured system for training	Configuration	Training & Final Config
TRN-02	Authorized Signer Training Program	Training for company representatives	Service	Training & Final Config
TRN-03	Admin User Training Program	Training for badging office staff	Service	Training & Final Config
TRN-04	Administrator Technical Training	Training for IT support staff	Service	Training & Final Config
TRN-05	User Proficiency Validation	Verification of training effectiveness	Service	Training & Final Config
Badging Hardware Support				
HW-01	Badging Workstation Configuration	Software setup for badging stations	Configuration	Build & Configure
HW-02	Card Printer Support	Configuration for badge printing	Configuration	Build & Configure
HW-03	Biometric Device Support	Configuration for fingerprint devices	Configuration	Build & Configure
HW-04	Document Scanner Support	Configuration for ID document scanning	Configuration	Build & Configure
HW-05	Camera Support	Configuration for photo capture	Configuration	Build & Configure

CONTRACTOR – SYSTEM DELIVERABLES (continued)

Systems Deliverables Methods

- All system deliverables will undergo testing before acceptance.
- Integrations require CONTRACTOR coordination with respective solution provider. OWNER will facilitate and authorize meetings if required.
- OWNER to procure recommended hardware by CONTRACTOR.
- All system deliverables will be tracked in MS Project or other agreed upon tool between OWNER and CONTRACTOR.
- This serves as high level detail of the solution. CONTRACTOR to provide additional detail throughout project.

13. PAYMENT MILESTONES

Ref No.	Milestone	Key Deliverables	Payment %	Cumulative %
1	Project Initiation	Project Charter, Project Plan, Functional Survey	10%	10%
2	System Design	All design documents approved (functional specs, system design, integration plans)	15%	25%
3	Development Environment	Functional dev environment with core IDMS software installed	15%	40%
4	Staging Environment	Configured staging environment with all integrations including C-Cure	10%	50%
5	User Acceptance Testing	Completed UAT with all critical/high issues resolved	15%	65%
6	Training	Completed training for all user types with approved documentation	10%	75%
7	Production Deployment	System go-live with data conversion and two-week support	15%	90%
8	Final Acceptance	Completion of warranty period and all punch list items	10%	100%

Payment Milestone Requirements

- Payments are based upon total implementation costs outlined in pricing summary.
- CONTRACTOR shall notify OWNER in writing when a milestone is complete.
- OWNER shall review deliverables within ten (10) business days.
- OWNER shall provide written acceptance or rejection with specific deficiencies.
- CONTRACTOR shall address deficiencies within fifteen (15) business days.
- For each milestone payment, CONTRACTOR must provide:
 - Formal milestone completion report
 - Evidence of deliverable completion and acceptance
 - Updated project schedule showing progress against baseline
 - Updated risk register
 - Status of all open issues or actions items

EXHIBIT B
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500

END USER LICENSE AGREEMENT FOR SOFTWARE

I. STATEMENT OF PURPOSE & INTENT

Licensor has developed, and is the sole and exclusive owner of, certain software, which is identified more specifically hereinafter. Pursuant to a purchase order and/or requisition, of which Licensee is the ultimate anticipated end user, Licensor shall make such software available to Licensee, and Licensee shall utilize the software, to the extent it is used at all, only as established by the terms, conditions, and limitations established herein.

II. SOFTWARE, LICENSE & OWNERSHIP

2.1 Software. As it is used in this Agreement, the term "Software" describes, inclusively, all source code necessary, proper, and/or useful in the functional utility of the following of Licensor's products (only to the extent indicated), as well as all object code associated therewith.

- Intellisoft IDMS

2.2 Ownership. It is understood and agreed that Licensor is the sole and exclusive owner of the Software, and further, that, as between the Parties to this Agreement, Licensor shall retain all rights, title, and interest in and to the Software, including all modifications, derivative works, or improvements, as well as all related intellectual property rights. No license created by and/or given by this Agreement shall, or does, disturb Licensor's sole and exclusive ownership of the Software.

2.3 License Grant. Subject to the terms, conditions, and limitations established by this Agreement, and upon payment of the pertinent license fee, Licensor hereby grants to Licensee a nonexclusive, nonsublicensable, nontransferable, perpetual license to use the Software in object code form, solely for Licensee's internal use in the United States. The foregoing sentence completely and explicitly describes the totality of the scope of the license given by and through this Agreement; it is understood and agreed that there are no other unexpressed terms and conditions regarding the scope of the license herein established within the contemplation of the Parties, or that there is any other implied license created and/or given in favor of Licensee by and through this Agreement.

2.4 Intellectual Property Rights. Licensor represents and warrants to Licensee that it has the unencumbered right and power to grant the license herein established, and that there is no claim relating to the Software based on actual or alleged violation(s) of the intellectual property rights of any other person pending or threatened against Licensor.

2.5 Embedded Software. Licensee acknowledges that third-party software and/or source code may be embedded, incorporated, or otherwise delivered with the Software. Licensee may use such third-party software only as integrated with and/or part of the Software. The licensors of the third-party software contemplated by this provision are intended beneficiaries of this Agreement, as it pertains to Licensee's privileges to use such software

2.6 Restrictions. Licensee shall not (and shall not allow any user and/or third party to): (i) decompile, disassemble, or otherwise reverse engineer the Software, or attempt to discover any source code or underlying ideas or algorithms of the Software; (ii) remove any product identification, copyright, or other notices embedded within the Software; (iii) modify or create a derivative work of the Software (except as otherwise expressly authorized by Licensor in writing); (iv) remove or export any Software from the United States; (v) relicense, provide, lease, or lend the Software to any third party; (vi) copy the Software or any portion thereof (except as may be provided herein); or (vii) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.

III. [RESERVED]

IV. LICENSE FEES

4.1 Generally. It is understood and agreed by and between the Parties that the fee for the license herein granted to Licensee has been (or will be) paid pursuant to the pertinent purchase order/requisition, and that Licensor has received (or will receive) such compensation in full. Licensee is not liable for the payment of any other license fee for the duration of this Agreement.

4.2 Taxes & Fees. It is understood, acknowledged, and agreed that all prices for products and/or services contemplated herein are exclusive of any and all sales tax(es), licensing fees (except as may be otherwise explicitly identified), and other third-party fee(s), tax(es), and/or assessment(s). In the event that Licensor is, or is alleged to be, responsible for the payment of any such additional expense(s) as a result of any transaction contemplated by this Agreement, Licensee shall promptly reimburse Licensor for the total amount of such additional expense(s), and in no event later than seven (7) days after the presentment of a written demand for such reimbursement. If Licensee perceives that the transactions contemplated by this Agreement are exempt from the assessment and/or collection of sales tax(es), Licensee shall present Licensor with a fully executed copy of a sales tax exemption certificate contemporaneously with the execution of this Agreement, as well as upon demand.

V. CONFIDENTIALITY

5.1 Confidential Information. The Parties agree that the Software, all documentation provided to Licensee in connection with the Software, and any functional capacities and/or limitations of, or errors in, the Software, are the confidential property of Licensor; all such matters are referred to hereinafter inclusively as "Confidential Information."

Additionally, licensee shall treat the Software as confidential and proprietary, protecting it in the same manner that it protects the confidentiality of its own information. For as long as Licensee is in possession, custody, control, and/or use of the Software, Licensee shall not:

- a. Provide or make the Software available to any person, natural or corporate, other than personnel who are acting for and on behalf of Licensee, in furtherance of Licensee's legitimate operational interests, and who have a need-to-know consistent with Licensee's use of the Software under this Agreement; nor,

- b. Create or attempt to create, or permit others to attempt to create, by disassembling, reverse engineering, or otherwise, the source code or any part thereof from the object code or any other information made available to Licensee pursuant to the purchase order/requisition or this Agreement.

5.2 Restrictions. Except as expressly allowed in § 5.3, below, Licensee shall hold in strict confidence, shall not use (except as expressly permitted by the license herein granted), and shall not disclose to any third party any and all Confidential Information. The restrictions of this Section shall apply for the greater of: (a) the term of this Agreement up through termination and for three (3) years thereafter; (b) the time period dictated by any applicable law, statute, or regulation; or (c) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.

5.3 Permitted Disclosure. Licensee shall not be obligated under the restrictions imposed by § 5.2, above, with respect to information that it can document: (a) is or has become readily publicly available without restriction through no fault of Licensee or its personnel; (b) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in Licensee's possession without restriction prior to its disclosure by Licensor; (d) independently developed without use of the Confidential Information; or (e) as may otherwise be required by law or regulation. Subject to and without limiting the foregoing, it is understood and agreed that, if Licensee perceives that it is under a legal obligation to disclose Confidential Information, whether by subpoena or otherwise, Licensee shall immediately notify Licensor of such circumstance, so that Licensor may take appropriate protective action.

5.4 Notification. Licensee shall notify Licensor promptly of any circumstance which would cause a reasonable person of ordinary prudence to perceive that a violation of the provisions of this Article V has occurred, or that the occurrence of such a violation is imminent, or which is likely to result in a "Permitted Disclosure" under § 5.3(e).

VI. WARRANTIES & DISCLAIMER

6.1 As-Is. Other than as may be stated in this Agreement, or as may otherwise be expressly provided by Licensor in any document incorporated into the pertinent purchase order/requisition, it is understood and agreed that the Software which is the subject of this license is provided to Licensee "AS IS."

6.2 Disclaimer. Licensor does not warrant that the Software is error free. EXCEPT AS SET FORTH IN THIS AGREEMENT, OR AS MAY OTHERWISE BE EXPRESSLY PROVIDED BY LICENSOR IN ANY DOCUMENT INCORPORATED INTO THE PERTINENT PURCHASE ORDER/REQUISITION, LICENSOR DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, OR OTHERWISE ARISING UNDER AND/OR RELATED TO THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR SUPPLIED BY STATUTE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. ANY AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

6.3 Support Services. It is understood and acknowledged that nothing in this Agreement establishes, or contemplates, ongoing maintenance and support services that Licensor may provide to Licensee, or that Licensee may request from Licensor. The subject of ongoing maintenance and support shall be addressed, if at all, in a separate agreement into which the Parties hereto may subsequently enter. Accordingly, it is understood and acknowledged that, by virtue of this Agreement, Licensor does not have any duty or obligation to provide ongoing maintenance and support services to Licensee with respect to the Software; and further, that Licensor may, in its sole and absolute discretion, elect to discontinue providing all support and maintenance services for the Software.

6.4 Software Updates. It is understood and acknowledged that nothing in this Agreement establishes, or contemplates, an obligation on Licensor to provide Software updates to Licensee, whether in the form of an updated version or an upgrade. The subject of Software updates shall be addressed, if at all, in a separate agreement into which the Parties hereto may subsequently enter. Accordingly, it is understood and acknowledged that, by virtue of this Agreement, Licensor does not have any duty or obligation to provide any Software updates to Licensee with respect to the Software; and further, that Licensor may, in its sole and absolute discretion, elect to refrain from developing any Software updates altogether.

VII. LIMITATION OF LIABILITY

EXCEPT FOR A BREACH OF ARTICLES II, V & IX, IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF GOODWILL OR LOST DATA, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. LICENSOR'S AGGREGATE LIABILITY TO LICENSEE FOR ANY AND ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO LICENSOR WITH RESPECT TO THE SOFTWARE.

VIII. [RESERVED]

IX. EXPORT CONTROL

Licensee may not use or otherwise export the Software except as authorized by United States law and the laws of the State of Nevada. In particular, but without limitation, the Software may not be exported: (a) into any U.S. embargoed countries; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals; (c) the U.S. Department of Commerce's Denied Person's List or Entity List; or (d) any other restricted party lists maintained by the Government of the United States or any State thereof.

X. [RESERVED]

EXHIBIT C
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500
SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT

I. STATEMENT OF PURPOSE & INTENT

Licensor has developed, and is the sole and exclusive owner of, certain software, which is identified more specifically hereinafter. Licensee has purchased a license to use the software, and presently wishes to engage Licensor to provide ongoing support and maintenance services for such software. Licensor is agreeable to providing such services, pursuant to the terms, conditions, and limitations established herein.

II. SOFTWARE, LICENSE, OWNERSHIP & SERVICES

2.1 Software. As it is used in this Agreement, the term "Software" describes, inclusively, all source code necessary, proper, and/or useful in the functional utility of the following of Licensor's products (only to the extent indicated), as well as all object code associated therewith.

- Intellisoft IDMS

2.2 Ownership. It is understood and agreed that Licensor is the sole and exclusive owner of the Software, and further, that, as between the parties to this Agreement, Licensor shall retain all rights, title, and interest in and to the Software, including all modifications, derivative works, and/or improvements, as well as all related intellectual property rights. No license created by and/or given by this Agreement shall, or does, disturb Licensor's sole and exclusive ownership of the Software.

2.3 Acknowledgment of License. It is understood and agreed by and between the Parties that, as of the Effective Date of this Agreement, Licensor has granted a nonexclusive, nonsublicensable, nontransferable, perpetual license to Licensee to use the Software.

2.4 Services. Pursuant to this Agreement, and for the term established herein, Licensor shall provide maintenance and support services for and on behalf of Licensee ("the Services"). In addition to the scope of Services set out in **Exhibit A**, which Licensor may amend from time to time in its sole but reasonable discretion, and as may be provided in separate written agreement between the Parties, Licensor shall also provide Licensee with the following services, as long as this Agreement is in effect:

- a. From time to time, Licensor may release new versions of the Software, which shall be distributed to Licensee;
- b. From time to time, Licensor may prepare documentation to accompany the release of new versions of the Software, which shall be distributed to Licensee; and,
- c. As described in **Exhibit A**, Licensor shall provide technical support to Licensee, according to the nature and severity of the event that requires technical support.

It is understood and agreed that, pursuant to this Agreement, Licensor shall not be under any obligation to provide Licensee with a Software upgrade, or any subsequent software product that constitutes a new generation of technology which is developed by Licensor as a replacement for the Software. Licensee may procure a Software upgrade, or a next-generation software product, by execution of a separate agreement with Licensor.

2.5 Exclusions. It is understood and agreed that the following matters implicating service are beyond the scope of Services established by this Agreement, but may nonetheless be provided by Licensor to Licensee pursuant to a separate agreement:

- a. Events caused by the failure of third-party software or hardware to integrate with the Software;
- b. Events caused by the abuse, misuse, and/or unauthorized use of the Software, to the extent such acts were performed by anyone other than Licensor's personnel; and/or,
- c. Events caused by the unauthorized modification of the Software, to the extent the modifications were performed by anyone other than Licensor's personnel.

III. PAYMENT

3.1 Generally. Licensor's fee for the provision of Services shall be paid in accordance with Section V and **Exhibit A**, Items 6 and 7.

3.2 [RESERVED]

3.3 Extraordinary Expenses. In the circumstance that Licensee notifies Licensor of an event that requires on-site Services, as contemplated by **Exhibit A**, then, in addition to the general license fee herein established, Licensee shall also reimburse Licensor for all actual costs associated with Licensor's deployment of personnel to Licensee's site. These costs shall include, but not necessarily be limited to: airfare; car rental; mileage; food; and accommodations subject to the applicable GSA per diem rates for Las Vegas, Nevada for the year and month in which the travel occurs. All air travel and car rental / ground transportation fees must be pre-approved by Licensee. Travel and expenses will be invoiced at actual cost and be supported by receipts. Within a reasonable time after resolution of the event that necessitated Licensor's attendance onsite, Licensor will prepare an invoice reflected such costs, which Licensee shall be responsible for paying in a timely fashion, according to the terms of such invoice.

3.4 Taxes & Fees. It is understood, acknowledged, and agreed that all prices for products and/or services contemplated herein are exclusive of any and all sales tax(es), licensing fees (except as may be otherwise explicitly identified), and other third-party fee(s), tax(es), and/or assessment(s). In the event that Licensor is, or is alleged to be, responsible for the payment of any such additional expense(s) as a result of any transaction contemplated by this Agreement, Licensee shall promptly reimburse Licensor for the total amount of such additional expense(s), and in no event later than seven (7) days after the presentment of a written demand for such reimbursement. If Licensee perceives that the transactions contemplated by this Agreement are exempt from the assessment and/or collection of sales tax(es), Licensee shall present Licensor with a fully executed copy of a sales tax exemption certificate contemporaneously with the execution of this Agreement, as well as upon demand.

IV. LICENSEE'S OBLIGATIONS

- 4.1 License. Licensee must, at all relevant times, obtain and maintain a valid license from Licensor to use the Software. In that connection, Licensee shall not (and shall not allow any user and/or third party to): (i) decompile, disassemble, or otherwise reverse engineer the Software, or attempt to discover any source code or underlying ideas or algorithms of the Software; (ii) remove any product identification, copyright, or other notices embedded within the Software; (iii) modify or create a derivative work of the Software (except as otherwise expressly authorized by Licensor in writing); (iv) remove or export any Software from the United States; (v) sublicense, provide, lease, or lend the Software to any third party; (vi) copy the Software or any portion thereof (except as may be provided herein); or (vii) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.
- 4.2 Modification. Licensee must not cause, allow, or tolerate any modifications to the Software, unless such modifications are performed by or with the prior express written consent of Licensor.
- 4.3 Notification. Licensee must notify Licensor promptly upon the occurrence of any event that gives rise to a Service obligation.
- 4.4 Assistance. Prior to contacting Licensor to request Service, Licensee shall perform problem-definition activities, and shall undertake on its own any remedial and/or corrective actions that Licensee is reasonably capable of.
- 4.5 Cooperation. To facilitate Licensor's Service obligations, Licensee shall provide Licensor with such event documentation and information as Licensor may reasonably request, shall make pertinent personnel available as Licensor may reasonably request, shall accommodate Licensor's attendance on-site at Licensee's facility (if warranted), shall facilitate support and test-time on Licensee's computer systems (so that Licensor may attempt to duplicate the event, to ascertain whether the Software is the root cause of the event), and shall confirm that the event has been corrected when Licensor is capable of resolution.
- 4.6 Confidentiality. The Parties agree that the Software, all documentation provided to Licensee in connection with the Software or Services, and any functional capacities and/or limitations of, or errors in, the Software, are the confidential property of Licensor; all such matters are referred to hereinafter inclusively as "Confidential Information."

Additionally, Licensee shall treat the Software as confidential and proprietary, protecting it in the same manner that it protects the confidentiality of its own sensitive and/or proprietary information. For as long as Licensee is in possession, custody, control, and/or use of the Software, Licensee shall not:

- a. Provide or make the Software available to any person, natural or corporate, other than personnel who are acting for and on behalf of Licensee, in furtherance of Licensee's legitimate operational interests, and who have a need-to-know consistent with Licensee's use of the Software under this Agreement; nor,
- b. Create or attempt to create, or permit others to attempt to create, by disassembling, reverse engineering, or otherwise, the source code or any part thereof from the object code or any other information made available to Licensee pursuant to the purchase order/requisition or this Agreement.

- 4.7 Restrictions. Except as expressly allowed in § 4.8, below, Licensee shall hold in strict confidence, shall not use (except as expressly permitted by its license), and shall not disclose to any third party any and all Confidential Information. The restrictions of this Section shall apply for the greater of: (a) the term of this Agreement up through termination or expiration and for three (3) years thereafter; (b) the time period dictated by any applicable law, statute, or regulation; or (c) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.
- 4.8 Permitted Disclosure. Licensee shall not be obligated under the restrictions imposed by § 4.7, above, with respect to information that it can document: (a) is or has become readily publicly available without restriction through no fault of Licensee or its personnel; (b) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in Licensee's possession without restriction prior to its disclosure by Licensor; (d) independently developed without use of the Confidential Information; or (e) as may otherwise be required by law or regulation. Subject to and without limiting the foregoing, it is understood and agreed that, if Licensee perceives that it is under a legal obligation to disclose Confidential Information, whether by subpoena or otherwise, Licensee shall immediately notify Licensor of such circumstance, so that Licensor may take appropriate protective action.
- 4.9 Notification. Licensee shall notify Licensor promptly of any circumstance which would cause a reasonable person of ordinary prudence to perceive that a violation of the provisions of this Article V has occurred, or that the occurrence of such a violation is imminent, or which is likely to result in a "Permitted Disclosure" under § 4.8(e).

V. [RESERVED]

VI. WARRANTIES & DISCLAIMER

- 6.1 As-Is. Other than as may be stated in this Agreement, or as may otherwise be expressly provided by Licensor in any document incorporated hereinto, it is understood and agreed that all Services are provided to Licensee "AS IS."
- 6.2 Disclaimer. Licensor shall utilize its best reasonable efforts to support and maintain Licensee's use of the Software. Licensor does not warrant that the Software is error free, or that it will remain error free. EXCEPT AS SET FORTH IN THIS AGREEMENT, OR AS MAY OTHERWISE BE EXPRESSLY PROVIDED BY LICENSOR IN ANY DOCUMENT INCORPORATED HEREINTO, LICENSOR DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, ITS SERVICES, OR OTHERWISE ARISING UNDER AND/OR RELATED TO THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR SUPPLIED BY STATUTE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. ANY AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

VII. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF GOODWILL OR LOST DATA, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. LICENSOR'S AGGREGATE LIABILITY TO LICENSEE FOR ANY AND ALL MATTERS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO LICENSOR WITH RESPECT TO THE SOFTWARE FOR THE THEN-EXISTING TERM OF THIS AGREEMENT, AND ONLY SUCH TERM.

VIII. [RESERVED]

**EXHIBIT D
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500**

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			(A)	(B)	(C)	EACH OCCURRENCE DAMAGE TO RENTED \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$(E) 1,000,000 GENERAL AGGREGATE \$(F) 2,000,000 PRODUCTS - COMP/OP AGG \$(G) 2,000,000 \$
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED			(H)	(I)	(J)	COMBINED SINGLE LIMIT \$(K) 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ \$
6.	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$(L) 5,000,000 AGGREGATE \$(M) 5,000,000 \$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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. 1500 - CONTRACT FOR IDENTITY 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. 1500, entitled Contract for Identity 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 E
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500

CONTRACTOR INFORMATION

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

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

BUSINESSES IN OTHER STATES

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

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

STATE OF NEVADA BUSINESSES ONLY

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

CERTIFIED EMERGING SMALL BUSINESS (ESB) Tiers 1 or 2: Certified by the Nevada Governor's Office of Economic Development effective January 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

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

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

DISABLED VETERAN OWNED BUSINESS ENTERPRISE (DVET): A Nevada business at least 51 percent owned/controlled

LGBTQ+ BUSINESS ENTERPRISE (LGBTQ): An independent and continuing Nevada business for profit, which performs a commercially useful function and is at least 51% percent owned and controlled by one or more LGBTQ+ persons.

EXHIBIT F
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500

SUBCONTRACTOR INFORMATION

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

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

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

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Enterprise Type: ☐NBE ☐ESB ☐SBE ☐MBE ☐WBE ☐PBE ☐VET ☐DVET ☐LGBTQ+
Ethnicity: ☐Asian-Pacific American ☐Black American ☐Caucasian ☐Hispanic American ☐Native American
☐ Other: _____

EXHIBIT G
CONTRACT FOR IDENTITY MANAGEMENT SYSTEM
CBE-1500

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

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

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:	Intellisoft, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5 Independence Point, Suite 100	Website: www.intellisoft.com
City, State and Zip Code:	Greenville, SC 29615	POC Name: David Peeples
Telephone No:	800-689-1412	POC Email: david.peeples@intellisoft.com
		Fax No:
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).

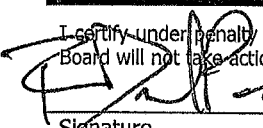
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
R. David Peeples	CEO	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.

 Signature	R. David Peeples Print Name
CEO Title	06/03/2025 Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

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

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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EXHIBIT H
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 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

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

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

Business Information:

Corporate/Business Entity Name: Intellisoft, Inc.	
(Include d.b.a., if applicable)	
Street Address: 5 Independence Point, Suite 100	Website: www.intellisoft.com
City, State and Zip Code: Greenville, SC 29615	POC Name: David Peeples
Telephone No: 800-689-1412	POC Email: david.peeples@intellisoft.com
	Fax No:
Nevada Local Street Address: (If different from above)	Website:
City, State and Zip Code:	Local POC Name:
	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>
R. David Peeples	CEO	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)?
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Signature
CEO
Title

R. David Peeples
Print Name
06/03/2025
Date

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Notes/Comments:

Signature

Print Name
Authorized Department Representative