

CLARK COUNTY, NEVADA

CBE-1227

CONTRACT FOR

BAGGAGE HANDLING SERVICES

NAME OF FIRM	BAGS TO GO ENTERPRISES, LLC
DESIGNATED CONTACT, NAME AND TITLE	KEITH WIATER, CEO
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	4057 DEAN MARTIN DRIVE LAS VEGAS, NV 89119
TELEPHONE NUMBER (include area code)	702-261-7700
EMAIL ADDRESS	keithw@bagstogo.com

**CONTRACT FOR BAGGAGE HANDLING SERVICES  
CBE-1227**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and Bags To Go Enterprises, LLC (hereinafter referred to as "CONTRACTOR"), for Baggage Handling Services (hereinafter referred to as "PROJECT").

**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 annual amount of \$5,980,000.00, including all travel, lodging, meals and miscellaneous expenses.

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

NOW, THEREFORE, OWNER and CONTRACTOR agree as follows:

**SECTION I: RESPONSIBILITY OF CONTRACTOR**

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

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

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

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

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



- I. Drawings and specifications remain the property of the CONTRACTOR. Copies of the drawings and specifications retained by the OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by CONTRACTOR during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. CONTRACTOR shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The CONTRACTOR agrees that its 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 LAS Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS Airport 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 LAS Airport reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of the Airport.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Airport 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 Airport 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 Airport has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the Airport, 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 Airport'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 Airport will obtain the qualified independent experts and all costs incurred by the Airport plus a twenty percent (20%) administrative fee will be reimbursed by 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 Airport 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 Airport retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the Airport is required to obtain services from consultants to address 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 E** prior to any Contract award by the BCC.
- P. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

## **SECTION II: RESPONSIBILITY OF OWNER**

- A. The OWNER agrees that its officers and employees will cooperate with 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.

KW  
9/28/22



- 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.
- G. OWNER shall provide CONTRACTOR with access to a limited amount of storage/office space at no charge during the life of this Contract. OWNER may need to change the location of this storage/office space as operational needs dictate.

### **SECTION III: SCOPE OF WORK**

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

### **SECTION IV: CHANGES TO SCOPE OF WORK**

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

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

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed annual amount of \$5,980,000.00. 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.

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9/28/22



B. The CONTRACTOR will be entitled to 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](mailto: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

*Handwritten signature and date:*  
KW  
9/28/22

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.

**SECTION VI: SUBCONTRACTS**

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

**SECTION VII: MISCELLANEOUS PROVISIONS**

A. TIME SCHEDULE

1. Time is of the essence for the purposes of this Contract.
2. CONTRACTOR shall complete the PROJECT in accordance with the Scope of Work contained in **Exhibit A** of this Contract.
3. If the CONTRACTOR's performance of services is delayed or if the CONTRACTOR's sequence of tasks is changed, it shall notify the OWNER's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the OWNER's written approval.
4. In case of failure on the part of the CONTRACTOR to complete the work within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$500.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

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*9/28/22*

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 90 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 90 calendar days' written notice of intent to terminate; and
  - b. an opportunity for consultation with the OWNER prior to termination.
3. If termination for default is effected by the OWNER, the OWNER will pay 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 affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER's representative, copies of all deliverables as provided in Section I.
5. Upon termination, the OWNER may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the 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 effected 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.

*Handwritten signature/initials*  
9/28/22



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

D. SURVIVABILITY

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

E. COVENANT AGAINST CONTINGENT FEES

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

F. GRATUITIES

1. The OWNER may, by written notice to the CONTRACTOR, terminate this Contract if it is found after notice and hearing by the OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, the OWNER shall be entitled:
  - a. to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of this Contract by the CONTRACTOR; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the OWNER) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

G. INSURANCE

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

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

H. INDEMNITY

The CONTRACTOR its CONTRACTORS and subCONTRACTORS of any tier, hereby indemnifies and shall defend and hold harmless OWNER, its officials, employees, volunteers, OWNER's Representative, Contractors, Agents, Invitees, Authorized Representatives and their employees from and against any and all suits, actions, legal and or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, reasonable costs including court costs, judgments, liens, and expenses of whatsoever kind or nature, including those arising out of injury to or death of CONTRACTOR's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of CONTRACTOR its CONTRACTORS and subCONTRACTORS or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract. OWNER shall promptly notify CONTRACTOR, in writing, of any such claim, demand, or lawsuit. CONTRACTOR shall indemnify, defend and hold harmless OWNER for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

I. PATENT INDEMNITY

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

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



J. INTELLECTUAL PROPERTY INDEMNITY

1. CONTRACTOR hereby indemnifies and shall defend and hold harmless OWNER and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its representatives, respectively, and as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any intellectual property and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR, or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract CONTRACTOR shall at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its representatives; provided that OWNER or its representatives shall have notified CONTRACTOR upon becoming aware of such claims or actions, and provided further that CONTRACTOR aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.
2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expenses non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.
3. CONTRACTOR shall indemnify, defend and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or 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.
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). CONTRACTOR shall ensure product is upgraded before OS reaches end-of-life to a supported OS.
2. CONTRACTOR shall apply all manufacturer and/or vendor supplied security patches, OS patches, and firmware updates within 30 days of release.
3. 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.
4. All network-aware devices will be subject to a security and vulnerability scan by OWNER or OWNER's authorized parties, and all discovered security issues from such scans must be addressed within 30 days.
5. Prior to installation, CONTRACTOR will disclose any security assessments performed and results from those assessments, as well as recommended security practices to mitigate security issues discovered.

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9/28/22



6. 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.
7. CONTRACTOR will provide basic email and phishing cybersecurity training for its employees.
8. CONTRACTOR must maintain cybersecurity insurance coverage.
9. 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
10. CONTRACTOR will provide a Hold Harmless agreement within 10 business days of OWNER's request.

L. CONTRACTOR INFORMATION

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

M. SUBCONTRACTOR INFORMATION

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

N. AUDITS

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to insure 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. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from November 1, 2022 through June 30, 2024, with the option to renew for four (4) 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.

S. CONFIDENTIAL TREATMENT OF INFORMATION

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

T. ORDER OF PRECEDENCE

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

U. ADDITIONAL CONTRACT PROVISIONS

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

V. 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.

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9/25/22

W. 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.

X. 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.

Y. 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.

Z. ESCALATION

During the life of this Contract, there may be a general price increase or decrease.

In the event of a decrease, OWNER shall receive the benefit of this change. In the event of an increase, OWNER may allow, upon presentation of suitable proof and 30 calendar days advance written notification, an increase over Contract prices. Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor.

Unless a local, state or federal mandate for a minimum wage increase is implemented and is in conflict with the wages outlined herein, no increase shall be allowed earlier than 365 calendar days from date of award, including 30 calendar days advanced written notification. Price increases shall not be retroactive. All written price increase requests shall be sent to the OWNER'S designated contacts as specified in this Contract. Only one (1) price increase request will be accepted from the CONTRACTOR on an annual basis.

OWNER shall at its sole discretion have 30 calendar days to review and approve or reject any price increase request submitted by CONTRACTOR.

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9/28/22



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: KEITH WIATER, CEO  
BAGS TO GO ENTERPRISES, LLC  
4057 DEAN MARTIN DRIVE  
LAS VEGAS, NEVADA 89119

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:**

BAGS TO GO ENTERPRISES, LLC

By: \_\_\_\_\_

KEITH WIATER  
CEO

APPROVED AS TO FORM:

STEVEN B. WOLFSON  
District Attorney

By: \_\_\_\_\_

JOHN P. WITUCKI  
Senior Attorney

*Handwritten signature and date:*  
9/28/22

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CONTRACT FOR BAGGAGE HANDLING SERVICES**  
**CBE-1227**

1. SCOPE

The service to be provided is for BAGGAGE HANDLING SYSTEM SUPPORT STAFF FOR AIRPORT IN-LINE BAGGAGE HANDLING SYSTEM NODE OPERATIONS at Harry Reid International Airport. For the purpose of this Contract, this scope of services shall be defined as services to clear bag jams on the existing in-line baggage handling system, specifically Nodes 1, 3, 4, 5, 5A, 7, and 8, and services to transport baggage within a Node or from one Node to another Node as may be required in the event of a baggage handling system failure. The CONTRACTOR's staff within each Node shall work under the direction of the OWNER's staff.

2. OPERATIONS

OWNER has the right to modify or change CONTRACTOR services at any time as long as the service is not greatly impacted or causing hardship for the CONTRACTOR or CONTRACTOR's staff. All changes for the day shall go through the supervisor of the shift, permanent changes will be addressed with the CONTRACTOR's staff.

3. QUALIFIED CONTRACTOR

CONTRACTOR and its staff shall be fully qualified and licensed as required under federal, state, and local laws to perform such services as identified herein.

4. ADMINISTRATION

- a. CONTRACTOR shall provide two (2) supervisory personnel on all shifts whose responsibility is to manage and supervise CONTRACTOR's personnel in all Nodes, at all times. CONTRACTOR shall provide one (1) manager whose responsibility is to manage and supervise CONTRACTOR'S personnel and serve as a liaison with OWNER's staff. CONTRACTOR shall secure a minimum of two (2) cellular phones that shall be carried at all times by the two (2) supervisors on duty. The cell phones numbers shall be provided to the OWNER for contacting the duty Supervisor at any time. A 24 hour emergency phone number shall be provided to the OWNER for contacting the CONTRACTOR for any unforeseen situations or emergency requiring the involvement of the CONTRACTOR.
- b. CONTRACTOR shall have one (1) Lead person in each Node per shift. This Lead person may be part of the normal daily staffing commitment. The Lead shall work directly with the Supervisors on duty and shall have a radio and/or cell phone for communication. The Lead person in each Node shall wear a unique uniform or vest to distinguish him/her apart from the rest of the baggage handling support staff.
- c. CONTRACTOR shall provide their own administration, including but not limited to, staff to manage this contract regarding supervision, clerical support and hiring of personnel and training.
- d. CONTRACTOR shall be reimbursed for radio and/or cell phone costs on a monthly basis by OWNER. Monthly radio and/or cell phone costs shall not exceed \$500 per month without OWNER's prior written approval.

5. STAFF QUALIFICATION

- a. Baggage Handling may require the relocation, twisting, turning, or other physical movement of a bag or bags by CONTRACTOR's staff as directed by OWNER's staff during the normal operation of the baggage handling system to clear identified jams and to restart the baggage handling system using normal operating procedures. CONTRACTOR's staff must be physically fit and able to lift up to an 80 pound piece of baggage over an obstacle at chest level repeatedly throughout their shift. In the event of a mechanical malfunction of the baggage handling system, the CONTRACTOR's staff will be required to perform even more strenuous and repetitive manual labor. CONTRACTOR's staff must be able to stand for long periods of time, climb ladders, walk on bridges (up to 20 feet high) over the baggage handling system to access their work station, and work in confined areas, agile to reach high areas and able to crawl into low and underneath areas, read-speak and understand the English language well and able to use a phone and radio.
- b. CONTRACTOR'S candidates that do not meet the requirements above should be considered as not qualified for the position.

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6. SAFETY TRAINING

- a. CONTRACTOR shall be responsible for implementing an aggressive Accident Prevention and Safety program to be used for their staff.
- b. First Aid supplies must be provided by the CONTRACTOR for use by their staff. CONTRACTOR shall train their staff on how to handle emergencies, use of a fire extinguisher, dangers of environment hazards, be cognizant of the locations of all such equipment and/or materials.
- c. All accidents and incidents involving CONTRACTOR Staff shall be verbally reported immediately to the on-site OWNER's staff, followed by written confirmation within 24 hours of the same containing all pertinent information, and in a form approved by the OWNER.
- d. CONTRACTOR shall document, for each employee, their attendance and completion of all Accident Prevention and Safety training. In addition, CONTRACTOR shall maintain a program that will ensure that the CONTRACTOR's staff are provided regular refresher courses in Accident Prevention and Safety. CONTRACTOR shall produce this documentation at the request of the OWNER.

7. TRAINING OF BAGGAGE HANDLING SUPPORT STAFF

OWNER shall provide CONTRACTOR one (1) "Train the Trainer" training session for CONTRACTOR's staff.

8. EMPLOYEE MANUAL

CONTRACTOR to provide OWNER a copy of their employee manual that describes all policies and procedures, and other miscellaneous subjects as it relates to the CONTRACTOR employment of their staff. The employee manual shall be provided to the OWNER for review and approval prior to implementation and commencement of staffing operations at the airport.

9. RESPONSIBILITY

CONTRACTOR shall be fully responsible for acts or omissions of its agents, employees, or any other parties involved in performing services under this Contract.

10. AIRPORT MISCELLANEOUS

- a. CONTRACTOR staff shall undergo a background/security check prior to issuance of an airport badge.
- b. Employees shall be instructed to park in an area designated by the OWNER. Parking shall be at no cost to CONTRACTOR.

11. SECURITY PROCEDURES AND BADGING

- a. CONTRACTOR may apply for either a Green, Maroon, Salmon or Tan badge for its personnel as applicable. The security identification badge shall be specific to the Contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable), TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.
- b. Airport Badging Office and Airport Fingerprinting Office hours are between 6:00am - 12:00pm and 1:00pm – 3:30pm, Monday through Thursday and 7:00am - 12:00pm and 1:00pm – 3:30pm on Friday, excluding special events and holidays. The Airport Badging Office telephone number is (702) 261-5652.
- c. CONTRACTOR's personnel requiring a Green, Maroon, Salmon or Tan badge shall undergo a CBP access seal background check (if applicable) of which it may take up to five (5) business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to 14 calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to 14 calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class. All badges expire on an annual basis. If the term

KW  
9/28/22



of the Contract is longer than 12 months, then CONTRACTOR is required to re-badge all employees assigned to the Contract. CONTRACTOR's employees may renew badges beginning 30 days prior to date of expiration. Please note expiration date is date of employee's birthday.

- d. A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when CONTRACTOR has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.
- e. A Tan badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a Maroon or Green badge. A Tan badge provides access to Landside/Public/Sterile Areas as stipulated by OWNER. Tan badge holders may not be escorted into the Airport Secured Area/SIDA, nor do Tan badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.
- f. CONTRACTOR will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after Contract completion.
- g. Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.
- h. "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, contractors, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tan badged personnel are prohibited from escorting non-badged personnel. Tools not under direct visual supervision must be secured from public access.

## 12. APPLICATION/DOCUMENTATION

- a. CONTRACTOR, through the OWNER's representative, must obtain a fingerprint and badging application package from the Airport Badging Office. Upon completion, CONTRACTOR shall submit the application package to the Airport Badging Office. NOTE: If applicable, CONTRACTOR must first obtain applications for CBP Access Seal and complete necessary process and background checks for all of its personnel prior to requesting Airport Security Identification Badge.
- b. Applications for picture badges must be processed through the Las Vegas Metropolitan Police Department (METRO). Two (2) forms of personal identification are required prior to submitting the application to the Airport Badging Office, one (1) of which must be a government-issued picture I.D.
- c. OWNER will provide the Airport Badging Office with confirmation of the Notice of Award for each Contract, including any renewals and/or extension dates and notice of Contract completion.

## 13. BADGING AND FINGERPRINTING COST

- a. DOA-Contract, NO FEES APPLY, with the exception of a lost / stolen badge:
  - 1st Badge - \$50.00
  - 2nd Badge - \$100.00
  - 3rd Badge - \$200.00
  - 4th Badge - No Badge issued (Individual may request an appeal)

Note: The Airport will not issue refunds for a lost or stolen badge.

- b. Construction Contractor hired by the DOA, applicable fees are as follows:
  - Initial Badge - \$52.00

KW  
9/28/22

- Badge Renewal - \$37.00
- Badge Replacement (damaged, etc.) - \$10.00
- Lost / Stolen Badges - Fees are the same as above for DOA-Contract

14. LOST OR STOLEN BADGES

- a. CONTRACTOR shall immediately file a report of lost or missing badges with the Airport Control Center at (702) 261-5125. If a lost identification badge is recovered, it must immediately be returned to the Airport Badging Office.
- b. CONTRACTOR shall immediately notify the Airport Badging Office of any employee or subcontractor of CONTRACTOR working on the Contract that is terminated or is released from work and return badge.

15. VEHICLE ESCORTS

- a. All vehicles without decals must be escorted.
- b. No private vehicles, (registered to an individual) are authorized on the airfield.
- c. All CONTRACTOR's subcontractors and vendor vehicles that are to be escorted will be required to provide a copy of vehicle registration (company) and insurance at the designated point of entry into the Airport Secured Area/SIDA. Said escorted vehicles are also required to display their company logo on both sides of each vehicle which must be visible from a reasonable distance with lettering a minimum of 3" high. Logos will be checked at the designated point of entry into the Airport Secured Area/SIDA.
- d. All vehicles and personnel are subject to search and inspections.
- e. CONTRACTOR shall submit a request for escorts no later than 1:00pm on the day prior to the requirement.

16. CONTRACTOR'S RESPONSIBILITY

CONTRACTOR shall be responsible for all personnel engaged in the work to ensure that said personnel comply with all security requirements imposed by OWNER. It shall be CONTRACTOR's responsibility to ensure that all equipment and workmen do not enter Airport Secured Area/SIDA except as required during the progress of the work. CONTRACTOR shall follow the directions given by OWNER concerning the security policies, procedures, rules, regulations, and methods of access and any other restrictions applicable to work within Airport Secured Area/SIDA. CONTRACTOR's operations, vehicles and personnel shall be prevented from encroaching into aircraft operational areas by means of barricades, or as directed by OWNER.

17. TERMINATION OF CONTRACTOR'S STAFF

Cameras are located throughout the baggage screening Nodes to monitor the baggage handling process. These cameras and/or other personnel within the Nodes may observe or witness illegal actions of the CONTRACTOR's staff. CONTRACTOR shall, upon notification by OWNER, immediately remove and terminate any employee that is under the influence of narcotics, alcohol or caught opening and/or removing contents from any baggage.

18. STAFF LOCKERS

OWNER does not provide lockers for CONTRACTOR's staff to store their personal belongings. CONTRACTOR will provide at their expense, OWNER approved lockers for use by the CONTRACTOR's staff. Only combination locks may be used on lockers to secure personal belongings.

19. STAFF UNIFORMS & HYGIENE

- a. CONTRACTOR's staff shall wear OWNER approved uniforms (coverall type, all openings sewn closed) with patch on left breast of the CONTRACTOR's name and/or insignia, security badges clipped on the right breast. All badges must be clipped on to uniforms, no cords, chains or extendable corded badges are allowed.
- b. Baggage Handling Staff uniforms shall be standardized, Supervisor and Lead uniforms shall also be standardized in uniform and different from the baggage handler. OWNER recommends that all CONTRACTOR Staff come to work dressed in uniform since no dressing rooms are available.

HW  
9/28/22



- c. All uniforms worn to work must be neat and clean. No CONTRACTOR staff may enter a Node without being in uniform, no exceptions.
- d. CONTRACTOR's staff with long hair shall tie-up or otherwise secure their hair to avoid their hair from being caught in the conveyor system.

20. NODE STAFFING

- a. CONTRACTOR shall provide sufficient qualified staff to meet the requirements specified herein. CONTRACTOR shall be flexible on all of these items which may be adjusted to meet specific operational and emergency needs and shall provide sufficient staff to handle any delays or other similar emergencies that may arise from time to time.
- b. Current Staffing Requirements:

POSITION	SHIFT	NO. OF STAFF
Baggage Handling Staff	Day	43 employees
	Night	21 employees
Lead	Day	16 employees
	Night	2 employees
Supervisor	Day	5 employees
	Night	2 employees
Manager		1 employee

- c. CONTRACTOR shall provide sufficient staff and equipment, within 30 minutes of notice given by OWNER's staff to assist in the transportation of checked baggage around a disabled section of conveyor within a Node or from a disabled Node to another designated TSA screening area as directed by the OWNER's staff during any non-scheduled and/or emergency baggage handling system failure. CONTRACTOR will ensure that the baggage process will be maintained as required by TSA requirements while in CONTRACTOR's possession and that such services shall be performed in a timely manner.

22. STAFFING HOURS

- a. Nodes operations are seven (7) days-per-week, three-hundred-sixty-five (365) days-per-year, with average operational times between 3:30 am – 1:30 am (03:30 – 01:30). Operational hours in each Node is based on airline(s) passenger check-in activity and flight schedule and is subject to change without notice.
- b. CONTRACTOR shall ensure that no workstation is left unmanned at any time except during emergencies and directed by the OWNER.

23. STAFF ABSENCE

- a. All Nodes require that every workstation be continuously staffed at all times while the Node is in operation.
- b. In the event of a Node failure or an emergency situation within a Node, the OWNER may require the CONTRACTOR to immediately relocate CONTRACTOR's staff from any or all Nodes to shore up the Node where a problem exists. Upon resolving the Node problem or emergency, the CONTRACTOR's staff shall immediately return to their previous workstation.

24. LUNCH-BREAK, BREAKS and RESTROOM BREAK

- a. The CONTRACTOR's staff shall be given one (1) lunch-break, either 30 or 60 minutes in time at the CONTRACTOR's discretion, one (1) 15 minute break every four hours of service, and restroom breaks as needed.
- b. At no time shall food (hard candy is acceptable) or drink (water is acceptable) be taken into the Node or work station. Hard candy and water must be transported in a re-sealable transparent bag or plastic bottle (no glass bottles).

KW  
9/28/22



- c. CONTRACTOR acknowledges that all breakrooms and restrooms provided by the OWNER are shared with OWNER's staff, TSA, and Airlines.

25. HOURLY RATES

- a. CONTRACTOR shall provide their staff the hourly rate as provided below. The hourly rates below will be guaranteed for 365 calendar days from date of Contract award. The hourly rates are raw labor costs and shall be billed to the OWNER accordingly. OWNER has the right to request a "Certified Payroll" at any time at CONTRACTOR's expense.
- b. CONTRACTOR will submit a monthly invoice detailed by man-hour to the OWNER for any screening services provided for the previous month at the following rates. CONTRACTOR shall also provide a detailed monthly forecast of all hours to be worked prior to the start of each calendar month. Forecast shall be provided each month to OWNER's representative and Finance designee.
- c. CONTRACTOR and OWNER agree to a four (4) hour minimum. OWNER will be billed per man-hour.

POSITION	EMPLOYEE PAY RATE	BILL RATE	OT/HOLIDAY RATE	OT/HOLIDAY BILL RATE
Baggage Handling Staff 1 - AM	\$14.97	\$22.75	\$22.46	\$30.24
Baggage Handling Staff 1 - PM	\$16.13	\$24.52	\$24.20	\$32.58
Baggage Handling Staff 2 - AM	\$15.43	\$23.45	\$23.15	\$31.17
Baggage Handling Staff 2 - PM	\$16.58	\$25.20	\$24.87	\$33.49
Baggage Handling Staff 3 - AM	\$15.67	\$23.82	\$23.51	\$31.65
Baggage Handling Staff 3 - PM	\$16.81	\$25.55	\$25.22	\$33.96
Baggage Handling Lead - AM	\$18.10	\$27.51	\$27.15	\$36.56
Baggage Handling Lead - PM	\$19.25	\$29.26	\$28.88	\$38.89
Baggage Handling Supervisor - AM	\$20.55	\$31.24	\$30.83	\$41.51
Baggage Handling Supervisor - PM	\$21.69	\$32.97	\$32.54	\$43.81
Manager	\$30.28	\$46.03	\$30.28	\$46.03

26. OVERTIME

- a. Overtime services may be authorized by OWNER during the life of this contract. Overtime shall not exceed 15% of the annual contract value and must be approved by OWNER's senior management team or designee prior to commencement of work. Overtime shall be charged at 1.5 times the applicable standard employee hourly pay rate. Overtime shall not apply to holiday hourly rates. OWNER's representative shall authorize any overtime services in advance via email.
- b. Overtime (time and a half) is authorized for CONTRACTOR's staff for holidays as noted in Item 27 - Holidays. All other requests for overtime must be approved by OWNER, unauthorized overtime shall be at the CONTRACTOR's expense.

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27. HOLIDAYS

Listed below are the Holidays observed by the OWNER for CONTRACTOR'S Staff:

- New Years – January 1
- Memorial – Last Monday in the month of May
- Independence – July 4
- Labor – First Monday in the month of September
- Thanksgiving – Last Thursday in the month of November
- Christmas – December 25

28. LEAVE

- a. CONTRACTOR shall ensure that all Nodes are 100% staffed. CONTRACTOR shall provide coverage for their staff taking vacation time, sick time, and emergency time off.
- b. Upon completion of one (1) year of service (anniversary date of employment), CONTRACTOR's staff shall be entitled to 40 hours of PTO, paid at the regular hourly rate. Upon completion of two (2) years of service, CONTRACTOR's staff shall be entitled to 80 hours of PTO, per year, paid at the regular hourly rate. PTO must be used within 12 months of accrual date.

29. INVOICING

- a. CONTRACTOR shall invoice OWNER monthly in arrears.
- b. In addition to the invoicing information outlined in Section V, Paragraph C., Item 7, CONTRACTOR shall provide and attach to each monthly invoice a break down as noted below:
  - Staff position or classification
  - Number of regular or holiday hours each staff member worked
  - Number of OWNER authorized regular and overtime hours for irregular operations each staff member worked
  - Number of OWNER authorized emergency call back hours staff member worked

30. NON-SPECIFIED ADDITIONAL SERVICES

Non-specified additional services may be authorized by OWNER during the life of this contract. These services shall not exceed 15% of the annual contract amount and must be approved by OWNER's senior management team prior to commencement of work. The OWNER's representative shall receive approval from the Deputy Director or Airport CFO to allow for use of additional funds.

31. BAGGAGE JAMS

At the direction of OWNER's staff, the CONTRACTOR's staff shall clear all baggage jams as quickly as possible. Should the baggage handling system break down, baggage handling support staff shall physically move bags through the system as directed by OWNER's staff until the baggage handling system is operational.

32. ELECTRONICS - MISCELLANEOUS

CONTRACTOR's staff will not bring to work or use within Nodes any type of personal electronic devices, including but not limited to, cellular telephones, AM/FM radios, CD players, I-pods, cameras, portables DVD players, hand held electronic games, etc.

33. PERSONAL FURNISHINGS and BELONGINGS

- a. CONTRACTOR's staff will not bring to work or use within Nodes any type of personal furnishings such as chairs, folding chairs, seat pads, tables or folding tables of any kind.
- b. CONTRACTOR's staff will not wear jewelry such as rings, watches, bracelets, necklaces, or earrings while working in the Nodes. Jewelry is considered hazardous and may get caught on baggage and the conveyor system causing bodily injury. Jewelry may also become lost in the conveyor system or become mutilated. OWNER will make one exception CONTRACTOR's staff has the right to wear their wedding band.

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34. FORCE MAJEURE

- a. The CONTRACTOR shall be excused from performance hereunder during the time and to the extent that the CONTRACTOR is prevented from performing the Baggage Handling Services, by acts of God, fire, war loss or shortage of transportation facilities, lockout or commandeering of government facilities. CONTRACTOR shall provide OWNER evidence that non-performance is due to other than fault or negligence of CONTRACTOR.
- b. The OWNER shall have the right to reduce Baggage Handling Staff for the Nodes up to 50% after ten (10) days to the extent that the OWNER is unable to utilize 100% of the Baggage Handling Staff, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of government facilities. OWNER shall also have the right to reduce Baggage Handling Staff for the Nodes a second time up to an additional 50% after 20 days to the extent that the OWNER is unable to utilize 50% of the remaining Baggage Handling Staff is due to other than the fault or negligence of the OWNER.
- c. In both instances (34a and 34b, above) the OWNER and CONTRACTOR agree that no legal action or monetary claims for damages will be sought because of unforeseen or uncontrollable circumstances caused by acts of God. A written statement shall be provided by the OWNER to CONTRACTOR for staff reduction, and the CONTRACTOR shall provide a written statement to the OWNER same day regarding staff shortage regarding acts of God.

35. VEHICLE

CONTRACTOR shall provide a vehicle to transport its staff between various OWNER locations on an as needed basis. OWNER will not pay a separate fee to CONTRACTOR for this requirement. Vehicle must be a golf cart or similar eco-friendly piece of equipment. A basic small car or truck is also acceptable. Vehicle shall be available to CONTRACTOR's staff for use on a daily basis as determined by OWNER's operational needs. OWNER shall reimburse CONTRACTOR for monthly fuel costs associated with vehicle operation. Monthly fuel costs shall not exceed \$300 per month without OWNER's prior written approval."

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EXHIBIT B  
CONTRACT FOR BAGGAGE HANDLING SERVICES  
CBE-1227

**INSURANCE REQUIREMENTS**

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

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.
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 be on an **occurrence basis** and not a *claim made* basis.

These are **minimum requirements**. You may want to discuss with your own agent / broker or risk manager the necessity for additional protection to meet your own individual circumstances.

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

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.
10. Professional Liability: Professional liability insurance shall not be less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the Owner.

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE:	FAX (A/C, Not):	
1. INSURANCE BROKER'S NAME, ADDRESS, PHONE AND FAX NUMBERS	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :	3. BEST's RATING	
	INSURER B :		
	INSURER C :	COMPANY'S BEST KEY RATING	
	INSURER D :		
	INSURER E :	A-VII or BETTER	
2. NAME, ADDRESS, PHONE AND FAX NUMBERS	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
4.	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			(A)	(B)	(C)	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ (D) 1,000,000
							DAMAGE TO RENTED \$
							MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ (E) 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ (F) 2,000,000
							PRODUCTS - COMP/OP AGG \$ (G) 2,000,000
							\$
5.	AUTOMOBILE LIABILITY			(H)	(I)	(J)	
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT \$ (K) 1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE \$
							\$
6.	UMBRELLA LIAB						
	EXCESS LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ (L) 5,000,000
		<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ (M) 5,000,000
	DED	RETENTION \$					\$
7.	WORKERS COMPENSATION						
	AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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. 1227 - CONTRACT FOR BAGGAGE HANDLING SERVICES ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

## 9. CERTIFICATE HOLDER

## CANCELLATION

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

Handwritten signature: HWD 9/28/22



NAMED INSURED:		
POLICY PERIOD:	TO	ENDORSEMENT EFFECTIVE DATE:
CONTRACT NO. CBE-1227	TITLE: CONTRACT FOR BAGGAGE HANDLING SERVICES	

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

*KVO*  
*9/28/22*

**ATTACHMENT 1**  
**AFFIDAVIT**

I, \_\_\_\_\_, 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. 1227, entitled Contract for Baggage Handling Services;
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

*KW*  
*9/28/22*

**EXHIBIT C**  
**CONTRACT FOR BAGGAGE HANDLING SERVICES**  
**CBE-1227**  
**CONTRACTOR INFORMATION**

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

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

**STATE OF NEVADA BUSINESSES**

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

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

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

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

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

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

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

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

**BUSINESSES IN OTHER STATES**

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

*Handwritten signature and date:*  
KID  
9/28/22



**EXHIBIT D**  
**CONTRACT FOR BAGGAGE HANDLING SERVICES**  
**CBE-1227**  
**SUBCONTRACTOR INFORMATION**

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

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

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

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

*Handwritten signature/initials*  
9/28/22

**EXHIBIT E**  
**CONTRACT FOR BAGGAGE HANDLING SERVICES**  
**CBE-1227**  
**DISCLOSURE OF OWNERSHIP / PRINCIPALS**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

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

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

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

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

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

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

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

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

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



## DISCLOSURE OF OWNERSHIP / PRINCIPALS

### Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input 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:**

88

### Business Information:

Corporate/Business Entity Name:	Bags To Go Enterprises- Nevada LLC		
(Include d.b.a., if applicable)			
Street Address:	4057 Dean Martin Dr	Website:	bagstogo.com
City, State and Zip Code:	Las Vegas, NV 89103	POC Name:	Keith Wiater
Telephone No:	702-261-7700	POC Email:	Keith.w@bagstogo.com
		Fax No:	702-261-7707
Nevada Local Street Address: (If different from above)		Website:	
		Local POC Name:	
City, State and Zip Code:		Local POC Email:	
Local Telephone No:		Local Fax No:	

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

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

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

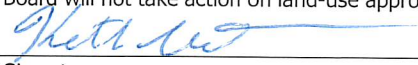
Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Keith Wiater	President / CEO	42.1
Jeffrey & Nancy Gordon Trust		37.6
Ricardo Baquero	Executive Vice President	10.2
Morris Berger		7.1

**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  
 President / CEO  
 Title

Keith Wiater  
 Print Name  
 9-28-22  
 Date

*KW*  
*9/28/22*

### 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

\*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)

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#### *For County Use Only:*

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

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

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TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
GENERAL NOTES .....	38
CIVIL RIGHTS - GENERAL .....	38
CIVIL RIGHT – TITLE VI ASSURANCE .....	38
FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....	40
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....	40

*Handwritten signature/initials in blue ink.*



**EXHIBIT F**  
**FEDERALLY REQUIRED CONTRACT PROVISIONS**

**GENERAL NOTES**

For purposes of this Exhibit F, the term "Contract" includes subcontracts.

The Contractor (including all subcontractors) shall insert these contract provisions in each lower tier contract (e.g. subcontract or sub-agreement) and other agreements for supplies or services.

The Contractor is responsible for compliance with these contract provisions by any subcontractors, lower-tier subcontractor or service provider.

**CIVIL RIGHTS - GENERAL**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**CIVIL RIGHT – TITLE VI ASSURANCE**

A. Title VI Solicitation Notice

The OWNER, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B. Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
  5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities  
During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

KW  
9/28/22



- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

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

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9/28/22



## DISCLOSURE OF OWNERSHIP / PRINCIPALS

### Business Entity Type (Please select one)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input 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
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Number of Clark County Nevada Residents Employed: 88

### Business Information:

Corporate/Business Entity Name:	Bags To Go Enterprises- Nevada LLC		
(Include d.b.a., if applicable)			
Street Address:	4057 Dean Martin Dr	Website:	bagstogo.com
City, State and Zip Code:	Las Vegas, NV 89103	POC Name:	Keith Wiater
Telephone No:	702-261-7700	POC Email:	Keithw@bagstogo.com
		Fax No:	702-261-7707
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:	

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Signature: Keith Wiater  
 Title: President/CEO

Print Name: Keith Wiater  
 Date: 9-28-22

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Print Name  
Authorized Department Representative

KW  
9/28/22