

CLARK COUNTY, NEVADA

CBE-1520
CONTRACT FOR
TRANSPORTATION SCREENING EQUIPMENT
DEPLOYMENT

NAME OF FIRM	K2 CONSTRUCTION CONSUTANTS, INC. DBA K2 SECURITY SCREENING GROUP
DESIGNATED CONTACT, NAME AND TITLE	STEVE KAROLY, MSSE, EXECUTIVE VICE PRESIDENT
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	4330 EAST-WEST HIGHWAY, SUITE 320 BETHESDA, MARYLAND 20814
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EMAIL ADDRESS	SKAROLY@K2CONSULTING.COM

**CONTRACT FOR
TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520**

This Contract is made and entered into this _____ day of _____, 2025, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and K2 CONSTRUCTION CONSULTANTS, INC., DBA K2 SECURITY SCREENING GROUP (hereinafter referred to as "CONTRACTOR"), for TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT (hereinafter referred to as "PROJECT"). OWNER and CONTRACTOR are each a "Party" to the Contract, and together they are the "Parties".

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of \$27,021,259.00 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 Harry Reid International Airport (LAS) be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA at LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate LAS identification badge at all times.

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

OWNER will determine the type of identification and training CONTRACTOR will be required to obtain. CONTRACTOR acknowledges that OWNER reserves the right to refuse identification badges to any person with a record of arrests and convictions which in its sole judgment would render that person an unacceptable risk to the security of LAS.

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the LAS Sterile Areas and Landside/Public Areas. CONTRACTOR will be allowed access to only those areas necessary to complete the work.

4. Airport Secured Area/SIDA

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

5. Landside/Public Work Areas

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

6. Security Protocols/Directives

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

N. ENVIRONMENTAL REGULATIONS

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

- a. If the OWNER has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the OWNER may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the OWNER, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the OWNER's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the OWNER will obtain the qualified independent experts and all costs incurred by the OWNER plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

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

- C. The review comments of OWNER's representative may be reported in writing as needed to CONTRACTOR. It is understood that OWNER's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. OWNER shall, without charge, furnish to or make available for examination or use by CONTRACTOR as it may request, any data which OWNER has available, including as examples only and not as a limitation:
 - 1. Copies of reports, surveys, records, and other pertinent documents.
 - 2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.CONTRACTOR shall return any original data provided by OWNER.
- E. OWNER shall assist CONTRACTOR in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Contract.
- F. CONTRACTOR will not be responsible for accuracy of information or data supplied by OWNER or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$27,021,259.00. 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.
- B. The CONTRACTOR will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Work (**Exhibit A**).
- C. PAYMENTS
1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
 2. The OWNER's representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
 3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
 4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing Party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
 5. All payments shall be due within 30 calendar days after receipt of the invoice.
 6. OWNER may subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
 7. Invoices shall be submitted to Clark County Department of Aviation, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@LASairport.com. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment.
- All invoices should include the following information:
- a. Company
 - b. Complete Address (including street, city, state, and zip code)
 - c. Telephone Number
 - d. Contact Person
 - e. Itemized description of products delivered (including quantities) or services rendered (including dates)
 - f. Clark County Department of Aviation Purchase Order Number
 - g. Company's Tax Identification Number
 - h. Contract Number
 - i. Itemized pricing and total amount due (excluding sales and Use Tax)

- j. Percentage Discounts / Payment Terms (if offered)
- k. Company's Invoice Number declare

D. OWNER's FISCAL LIMITATIONS

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

E. TERM OF CONTRACT

OWNER agrees to retain CONTRACTOR for the period from date of award through completion of project, 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.

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. Force Majeure

Subject to CONTRACTOR taking all reasonable steps to timely mitigate any effects thereof and timely notifying OWNER of such event and the plan for mitigation, Contractor will not be liable to the OWNER for delays in performing the Work, including liability for the direct or indirect costs resulting from such delays, to the extent not reasonably foreseeable and directly resulting from acts of God, acts of governmental authorities, wars, riots, acts of terrorism, supply chain shortages, extraordinary weather conditions, or other natural catastrophes, or any other cause beyond the reasonable control and contemplation of either Party ("Force Majeure Event").

In the event of a Force Majeure Event, the project schedule may be extended with OWNER's consent, or if feasible, the CONTRACTOR will attempt to accelerate the Work to mitigate the delay. Any additional compensation required for such acceleration or other related adjustments shall be addressed through formal amendment.

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 calendar days, CONTRACTOR shall be entitled to an equitable adjustment of the compensation payable to CONTRACTOR under this Contract to reimburse CONTRACTOR for additional costs occasioned as a result of such suspension of performance by OWNER based on appropriated funds and approval by the OWNER.

C. TERMINATION

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

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

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

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

K. 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.

L. SUBCONTRACTOR INFORMATION

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

M. AUDITS

The performance of this Contract by the CONTRACTOR is subject to review by the OWNER to ensure Contract compliance. The CONTRACTOR agrees to provide the OWNER any and all information requested 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.

N. COVENANT

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

O. ASSIGNMENT

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

P. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

Q. CONFIDENTIAL TREATMENT OF INFORMATION

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

R. ORDER OF PRECEDENCE

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

S. ADDITIONAL CONTRACT PROVISIONS

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

T. ADA REQUIREMENTS

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

U. COMPANIES THAT BOYCOTT ISRAEL

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

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

V. INAPPLICABLE CLAUSES

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

W. ENTIRE AGREEMENT

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

X. GENERAL

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

Notice

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

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

TO CONTRACTOR: STEVE KAROLY, MSSE, EXECUTIVE VICE PRESIDENT
K2 SECURITY SCREENING GROUP, DBA K2 CONSTRUCTION
CONSULTANTS INC.
4330 EAST-WEST HIGHWAY, SUITE 320
BETHESDA, MARYLAND 20814

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:

K2 CONSTRUCTION CONSULTANTS, INC.
DBA K2 SECURITY SCREENING GROUP

By: S. Kathy Neiswender
KATHY NEISWENDER
President

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: 
JOHN P. WITUCKI
Senior Attorney

**EXHIBIT A
CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520**

SCOPE OF WORK

OVERVIEW

The Harry Reid International Airport (LAS) Checkpoint Modernization project will enhance aviation security by integrating the latest advancements in screening technology, significantly improving both security effectiveness and operational efficiency. This initiative involves decommissioning and removing no longer logistically supported X-Rays and Automatic Screening Lanes (ASLs) and replacing them with new technology.

The new state-of-the-art systems utilize 3D Computed Tomography (CT) technology, offering superior threat detection capabilities, such as the operator's ability to spin the objects 360 degrees around and look at all angles of heavily packed bags, and streamlined processing. Additionally, the project includes upgrading on-person screening, Advanced Imaging Technology (AIT), units by replacing them with faster and more efficient scanning. Further enhancing security measures, K2 will replace older Walk-Through Metal Detectors (WTMDs) with the latest TSA-approved WTMDs – ensuring optimal performance and compliance with current standards.

K2 understands how much needs to be done in order to transform the LAS checkpoints and is able to help with all of the following steps, plus the many other tasks that are required.

- ✓ Airport decision of CT and conveyance lane system to purchase
- ✓ Airport Letter of Intent to TSA for equipment
- ✓ Airport and TSA Mass Order of Understanding (MOU) agreement
- ✓ 100% Design for all four Checkpoints, approved quickly by TSA thanks to our proven expertise in fast-track approvals
- ✓ Electrical upgrades compliant to the TSA Checkpoint Requirements Program Guide (CRPG)
- ✓ Airport decision for timing of installation
- ✓ Airport decision if any checkpoint FFE, i.e. mats, chairs, tables, etc. should be replaced
- ✓ Airport decision whether K2 should lobby TSA for any requests for colors or other modifications outside of the CRPG checkpoint layout rules
- ✓ Subcontracting of trades by K2 for equipment/FFE vendors, rigging, shipping, warehousing, engineering, third party testing, inspections, ground penetrating radar, etc.

To accomplish the heavy management lift required, a truly effective Systems Integrator (SI) should have commercial project management / control services as their core business and focus mainly on TSA Checkpoints. K2 is the only SI who can truly boast this claim. With dozens of ASL/CPSS project successes and TSA checkpoints our focus, K2 is uniquely suited to assist LAS in transforming its checkpoints into a model of cutting-edge aviation security. This transformation will improve LAS passenger experience while maintaining the highest level of threat detection.

INITIAL ASSESSMENT AND PLANNING

K2 will conduct a comprehensive assessment of the TSE infrastructure and deployment requirements at each security checkpoint and develop a project plan based on the unique needs of each checkpoint, considering factors such as specifications, site logistics, and project timeliness to ensure minimal impact to passengers.

AIRPORT BADGES

All K2 personnel are able to obtain airport badges with escort privileges. K2 employees are background checked, and we have W9's on file for each employee. K2 will ensure that the Airport and/or TSA ratio of badged to escorted individuals is met at all times.

K2 is familiar with airport badging requirements as we have had multiple employees badged with escort privileges in the past. All background checks, SIDA training, paperwork, and fingerprinting (if required) will be completed before onsite work begins.

All personnel under K2 watch will be reminded at morning meetings to have their badge showing at all times, no "tailgating" or "piggybacking", and to watch for any suspicious behavior in the airport. All badges will be monitored for renewals and turned into the badging office at the conclusion of the project or if an employee / subcontractor of K2 is no longer on this project/under K2 (whichever is sooner).

MEETINGS

K2 will coordinate and attend all meetings that LAS or other project stakeholders require. i.e. TSA weekly IPT meetings. The Project Manager, and possibly other K2 team members will be ready for each meeting and will be able to actively participate in the discussions.

K2 has its own weekly project meetings, prior to the customer meetings, in order to prepare.

PERMITS, AIRPORT REQUIREMENTS

K2 will work with the Airport to choose seasoned contractors to help meet all local, state and federal mandates and advise K2 regarding any and all permits and airport requirements.

SITE VALIDATION & PRECONSTRUCTION VERIFICATIONS

K2 has already performed a thorough existing conditions validation as part of the design consulting contract. K2 has included the following additional pre-installation site validation activities as quality control best-practice proven through our long history of doing this work:

- Layout and/or verification of layout of electrical device locations for equipment
- Supervision of core drilling activities
- Verification of completed electrical & telecommunications infrastructure for equipment

Utilizing the existing conditions validation, K2 performs detailed audits of the existing equipment/site to limit unnecessary costs and satisfy TSA requirements. A list of defective equipment is given to local TSA who prepare TSA ILS tickets to perform repairs prior to any upgrades, relocation, or cleaning and shipment to the TSA Warehouse. This eliminates pre-existing costs (owned by TSA ILS) which could inadvertently be added to the project scope.

Even if no equipment is being reused, the following checks will take place:

- ✓ verification that the checkpoint is ready for the TSE,
- ✓ verification that conditions are satisfactory for the welfare of the equipment,
- ✓ all electrical/data is in place and meets the equipment, and TSA, requirements,
- ✓ rigging paths are checked,
- ✓ permits requirements will be reviewed, if necessary,
- ✓ meetings with the construction team to verify schedules,

- ✓ site entrances and process for entering is reviewed,
- ✓ parking rules discussed,
- ✓ laydown locations and coordination of equipment movement reviewed,
- ✓ hoisting locations identified (if required),
- ✓ key requirements (if any) identified,
- ✓ contact information of maintenance, night management identified,
- ✓ emergency and security contacts identified, and
- ✓ all other preconstruction requirements will be noted or taken care of while on site

Any additional hazards noted during the visit will be added to the Risk Register and noted for Activity Hazard Analysis submissions.

A full quality review of the validation, in accordance with K2's ISO 9001:2015 best practices, will be presented to K2's management team for approval. When the K2 team steps on site for the installation, we are confident that the site conditions suit the current plan.

Although most Airport requirements will be determined prior to the Site Survey, K2 will determine any additional unaddressed requirements to begin site preparation, such as:

1. airport/engineering department review and approval,
2. airport applications and permits,
3. insurance, bonding, and certifications,
4. testing requirements,
5. local trade permits, seismic requirements, and any site-specific requirements.

Check-point	Condition	Smiths				CPSS	VI	R&S	Leidos			CIEA		
		AT	AT-ASL	CT	iLane	Full	ASL	AIT	PV1	PV2	ETD*	Old	New	BLS*
AB	Install New					6		3					3	
	Install Used	1												
	Decommission		6				6		3			3		
	Relocate	2		1						1	10	1		6
	Not in Scope			1						1	1	2		
C-ANNEX	Install New					6		3					3	
	Install Used													
	Decommission		6				6		3			3		
	Relocate										7			4
	Not in Scope	3		1					2		4	3		2
CD	Install New					2		1					1	
	Install Used													
	Decommission		2				2		1			1		
	Relocate								1		4	1		2
	Not in Scope	6	4	2			4**		5		12	5		7
T3 MAIN	Install New					6		2					3	
	Install Used	1									2***			1***
	Decommission		6				6		1			3		
	Relocate				1			1	1		7	1		4
	Not in Scope	4		2					3		6	3		3
* Relocate to new position within same lane as existing. No OEM support required. ** Modify from networked to standalone mode (not relocated) *** Furnished & installed by TSA														

ON-SITE MANAGEMENT

- ✓ K2 will have a project management presence throughout the project.
- ✓ Certified OEM technicians for installation and commissioning OEM equipment.
- ✓ Experienced and qualified K2 Project Manager(s) will coordinate the work.
- ✓ K2 will provide full-time on-site supervision for the delivery & installation activities, including OSHA 30 certification for all supervisory labor.

INSTALLATION, RELOCATION AND DECOMMISSIONING

EQUIPMENT RELOCATIONS

K2 will de-install, relocate, and re-install existing equipment within the airport as enabling activity to other work in scope. Prior to de-installation, OEM technicians will perform a quick test to verify system functionality. This ensures that existing defects in the system are known and not attributed to the project's responsibility. Many OEM services require special toolkits. If required, these toolkits will be delivered to the jobsite by the riggers prior to the start of the relocation.

After de-installation of the equipment by OEM technicians, riggers will perform the physical movement of equipment from the existing location to the proposed new location. For all relocations planned for this project, the existing and proposed locations are within the same checkpoint. None of the planned relocations will involve removal, transport, or storage of the equipment outside of the immediate checkpoint areas.

Several of the planned relocations for this project require temporary storage within the checkpoint space due to operational phasing requirements. K2 will coordinate these locations with local TSA and CCDOA to ensure that locations are not an impact to operations. Where necessary, K2 will protect the equipment with plastic sheeting while in temporary storage. However, responsibility for the safety of the equipment while in storage is the responsibility of others except when the storage locations are under the direct care and control of K2.

During re-installation, OEM technicians will ensure units are ready for operation and will be required to implement any repairs necessary to return the unit to service. K2 will make, or schedule, any repairs that are a direct result of the work performed by the project. However, any repairs resulting from maintenance issues or other routine faults & failures are the responsibility of others and are not included in this proposal. All re-installed equipment will be certified by a TSA Third Party Tester (TPT) prior to returning to operation.

K2 will relocate & reconfigure all related ancillary equipment & FF&E (such as barriers, gates, floor mats, search tables, etc.) as necessary to return the equipment to operational use. Most equipment relocations can be completed in a single 8-10 hour shift. The exception to this is the Smiths CPSS Full-Size units, which require 2 weeks to relocate & reinstall.

EQUIPMENT DECOMMISSIONING

K2 has decommissioned entire Terminals for Donated Equipment projects, including Salt Lake City, LaGuardia Terminal C & D, Atlanta Main and South Checkpoint, LAX Terminal 1, 3, 4, 5, 7)

K2 will clean, properly package and ship decommissioned equipment the TSA desires to have returned to TSALC in Texas. K2 understands that it will need to properly pack the equipment and is responsible for any transit damage.

All TSA delineated Code X Equipment will be de-installed, instead of decommissioned, and sent back to TSA unless otherwise stated in writing by TSA. The following means & methods are planned for this project's equipment slated for removal:

1. Vanderlande ASLs, Condition Code X:

All existing Vanderlande ASLs to be removed will be disassembled and removed from site. ASL Computers containing SSI will be removed from the ASLs, boxed up, and shipped to TSALC for proper SSI disposal per TSA requirements. Other components bearing TSA barcodes will be coordinated with TSA-HQ for proper disposition instructions, as barcoded components cannot be disposed normally. All other ASL equipment will be disposed of or recycled locally.

2. Vanderlande Servers & Workstations, Conditions Code X:

All existing Vanderlande ASL Servers & Remote Screening Workstations will be disconnected and disposed of locally. Components containing SSI or TSA barcodes, such as NAS modules or workstation PCs, will be boxed up and shipped to TSALC for proper SSI disposal per TSA requirements. Other components without SSI or barcodes, such as keyboards, monitors, etc., will be disposed of locally.

3. Smiths 6040ATIX, integrated into Vanderlande ASLs, Condition Code X:

All existing condition code X Smiths 6040ATIX units will be de-installed and shipped to TSALC for proper disposal by TSA. These XRAY units will be strapped to basic skids for warehouse handling purposes only, but will bear no other packaging to protect the units.

4. Leidos ProVision SC-100 (PV1) AITs, Condition Code 4:

All existing condition code 4 Leidos SC-100 PV1 AIT units will be decommissioned by OEM-trained technicians, packaged to OEM & TSA standards using K2 best-practices, and shipped to TSALC.

5. CEIA 02PN20 WTMDs, Condition Code 4:

All existing condition code 4 CEIA 02PN20 WTMD units will be decommissioned by OEM-trained technicians, packaged to OEM & TSA standards using K2 best-practices, and shipped to TSALC.

Condition code X units do not require OEM technician support and is not included. K2 includes support by K2 staff for TSA-required decommissioning paperwork and system teardown in lieu of OEM support.

All decommissioned equipment will be removed from the site by riggers and delivered to the rigger's warehouse for recycling & disposal of waste materials, accumulation of equipment for optimized shipping to TSALC, and to facilitate pre-shipping inspection, labeling, and TSA documentation.

TSA reserves the right to require K2 to ship equipment that is condition code 4 to any CONUS location. All condition code X equipment will ship to TSALC (Coppell, TX).

Most equipment can be decommissioned & removed in a single night per phase, except for the Vanderlande ASLs, which require up to 2 nights per lane per phase to decommission & remove.

EQUIPMENT INSTALLATION

This proposal features a combination of new equipment furnished & installed by K2 (Contractor Furnished, Contractor Installed = CFCI) and used equipment furnished by TSA and installed by K2 (Government Furnished, Contractor Installed = GFCI).

CFCI equipment installations will feature equipment that is furnished by K2, shipped to the rigger's local warehouse by K2, delivered to site by K2, rigged to install location by K2, installed by OEM technicians, and tested by TPT.

GFCI equipment installations will feature equipment that is furnished by TSA, shipped to the rigger's local warehouse by K2, delivered to site by K2, rigged to install location by K2, installed by OEM technicians, and tested by TPT.

Most equipment can be installed in a single night per phase, except for the Surescan CPSS Full Size units, which require 3-weeks per pair of lanes to deliver, install, & test. Following testing, there may be up to 2 or more weeks for finalized testing paperwork, testing acceptance by TSA, and capability acceptance of the equipment by TSA.

Following the installation of the first 2 Surescan CPSS Full Size units, the OEM will conduct training with local TSA training staff as necessary and local TSA may begin OJT prior to full utilization of the equipment.

This proposal notes that Network Acceptance Testing, required for activation of the CPSS Network (new server equipment in Terminal 3 IDF 1-08), is included in the proposal. This activation is planned as a single activation event at the completion of all CPSS lanes and not a phased transition per checkpoint. A phased transition will require additional server equipment which is not included in this proposal.

VANDERLANDE ASL MODIFICATIONS

This proposal includes the conversion of (4) existing Vanderlande ASLs in Checkpoint CD from a networked configuration to a standalone configuration. This work includes the furnishing & installation of new PC appliances at the existing lanes prior to disconnection of the lanes from the head-end server in Terminal 3 IDF 1-08. Testing of the lanes in standalone configuration is not anticipated and not included.

SITE RESTORATION AND PROJECT CLOSEOUT

Upon completion of installations and/or decommissioning and testing activities, K2 will ensure restoration of each deployment site to the same or better condition as when the installation and/or decommissioning began, according to the methods previously agreed upon with local authorities. In most circumstances, broom-clean is sufficient. However, K2 will wet-mop if necessary to clean dust from drilling activities. As our team is installing or removing equipment, we will ensure that the site is free of debris, restored, and ready for normal operations. We have "clean as you go" and "nothing hits the ground" policies that we believe help to create a neat & tidy work environment. We will be responsible for protecting existing infrastructure and finishing surfaces and disposing of crate materials.

Floor repair, such as terrazzo repair, carpet repair, stripping/polishing of floors, carpet cleaning, etc., is not included in this proposal.

Our closeout procedures are closely linked to our internal quality control process and are essentially an outgrowth of the project quality control process. Specific closeout activities that we will conduct, either in tandem with customer requirements or in addition, will include the following:

- ✓ Verify readiness of return to operations with local TSA
- ✓ Perform final shipping of equipment to TSALC and verify warehouse closeout.
- ✓ Prepare and submit project redlines for incorporation into as-built record drawings.

- ✓ Conduct a final walkthrough and punch list with local TSA and local airport authorities.
- ✓ Documentation and reports required to support customer's requests for authorization to commence screening operations.
- ✓ Verification and status of all test reports.
- ✓ Provide decommission checklists if permitted by TSA.
- ✓ CAP submittals, if required.
- ✓ Include digital photos of completed deployment equipment as installed.
- ✓ Lessons Learned meeting.

SUBMITTALS

ReMAG

K2 will work with local TSA on the development of the ReMAG document. When complete and verified, K2 will submit the final document to the TSA CAP office.

DD-251

K2 will ensure that the OEM has provided the TSA with the proper DD251 documents for new equipment.

DD-1149

K2 will create the DD1149 documents for shipping TSA equipment. K2 has created thousands of DD1149s over the years. The documents will be created when the equipment is moved to the warehouse and again when it moves to its final destination.

Third Party Tests

Factory Acceptance Test (FAT), Third Party Witness SATs, Integrated SATs (iSATs), and non-third-party SATs will be provided to all authorized parties.

Capability Acceptance Process (CAP)

Assist Owner with preparation and/or coordination of CAP paperwork, including Letter of Intent (LOI), Memorandum of Understanding (MOU), OEM Release Letters, and Offer Letters.

DUNNAGE

K2 will coordinate the removal of the immense amount of dunnage that will be produced by the incoming TSE.

Although the checkpoint is, in comparison, a relatively small area of the entire terminal, we will produce a lot of waste wood. Excess skids and crates, floor protection, as well as excess materials which are more expensive to ship back to the K2 warehouse than to dispose of, which are in usable condition shape, can be offered to local organizations, such as Habitat for Humanity, if there is interest from the airport and it will not affect project flow or airport operations to do so.

All dunnage will be removed from the checkpoint in a timely manner in order to not impede progress by others. K2 will follow any requirements, such as LEED, as necessary.

INTERNATIONAL AND DOMESTIC SHIPMENTS

- ✓ K2 has imported 50+ lanes of equipment from the U.K.
- ✓ K2 has preferential status due to our good standing with our freight forwarders.
- ✓ K2 has a current Continuous Customs Bond.

K2's proposals always include all applicable international shipping costs including import fees and additional container ship insurance. Due to the rising cost of container shipping and international air shipments, the proposal contemplates the appropriate escalation quoted by the freight forwarding company.

We have successfully navigated the precarious business of international air and sea freight through hurricanes and pandemics by monitoring our freight from beginning to end – exploring all possible solutions along the way.

K2 will also coordinate with LAS to verify delivery schedules of all equipment for the project.

WAREHOUSING

K2 utilizes bonded and insured warehouses as close to the airport as possible. The Rigger's Staging Facility (RSF) will have 24-hour access to meet the needs of the project. K2 will receive all equipment at a local warehouse prior to delivery to site or outbound shipping from site. Equipment will arrive from different locations and will be collected into deliveries according to the project schedule. Similarly, equipment leaving the site will be accumulated into optimized, efficient truckloads to TSALC.

Storage Space and Warehouse Utilization

It is often underestimated just how much storage is required for this size checkpoint and/or the amount of warehouse time required for favorable results. 4 lanes will require ~3,500 sq ft of warehouse space – stacked when possible. Warehouse logs and inventory control in the form of priority stacking and marking of crates ensures an accurate equipment pull on rigging nights.

Warehouse Inventory and Inspection

K2 performs periodic visits to the warehouse upon receipt of freight and/or as needed throughout a project.

Warehouse Closeout

After the final walkthrough and customer approval, all excess inventory, pallets, rigging supplies, materials, job boxes, etc. will be removed and shipped to their respective locations.

SITE DELIVERY & RIG IN PLACE

- ✓ K2 will deliver & remove equipment and tools to the designated delivery areas & pathways as outlined below.
- ✓ K2 will provide Masonite floor protection inside the building and protect doorway openings
- ✓ K2 will coordinate all access and material delivery routes with Customer.
- ✓ K2 will coordinate with Customer to plan and execute all related work.
- ✓ K2 will clear all waste from the work.

This project has long delivery paths, therefore, K2 will staff the project with appropriate management, safety and rigging personnel to accomplish the tasks safely and to prevent damage.

Checkpoint AB

Deliveries to Checkpoint AB will utilize the following rigging plan:

1. Truck Route

Trucks will drive onto the AOA and mobilize to the predetermined. Truck drivers without SIDA badges will be escorted onto the AOA by a driving escort.

2. Loading & Unloading Area

Trucks will park in the predetermined location and will be unloaded via forklift. The unloading area will be cordoned off with traffic cones or delineators to deter accidental incursion into the forklift working area. Forklift operations will utilize a spotter at all times while in operation. Truck driver is permitted to assist in unloading & loading of equipment. All personnel working in the unloading area will either be badged or be escorted by badged personnel.

3. "Moon Door" Hoist

A telehandler will be used to hoist equipment from the apron up through the "Moon Door". During this operation, there will be (2) personnel on the AOA – (1) forklift operator and (1) spotter – and there will be (2) personnel tied-off with fall protection in the doorway. Yellow accordion barricade will be used to cordon-off the space around the moon door when it's open. Fall protection will be attached to existing steel above the ceiling inside the door.

4. Interior Path

From the moon door, the interior path to the checkpoint is approximately 550FT over terrazzo. Terrazzo will be protected by Masonite floor protection. Due to the incline & decline slopes along this path, an electric pallet jack will be used to move equipment, where possible.

Checkpoint C-Annex

Deliveries to Checkpoint C-Annex will utilize the following rigging plan:

1. Truck Route

Trucks will drive onto the AOA and mobilize to the predetermined location. Truck drivers without SIDA badges will be escorted onto the AOA by a driving escort.

2. Loading & Unloading Area

Trucks will park in the predetermined location and will be unloaded via forklift. The unloading area will be cordoned off with traffic cones or delineators to deter accidental incursion into the forklift working area. Forklift operations will utilize a spotter at all times while in operation. Truck driver is permitted to assist in unloading & loading equipment. All personnel working in the unloading area will either be badged or be escorted by badged personnel.

3. "Moon Door" Hoist

A telehandler will be used to hoist equipment from the apron up through the "Moon Door". During this operation, there will be (2) personnel on the AOA – (1) forklift operator and (1) spotter – and there will be (2) personnel tied-off with fall protection in the doorway. Yellow accordion barricade will be used to cordon-off the space around the moon door when it's open. Fall protection will be attached to existing steel above the ceiling inside the door.

4. Interior Path

From the moon door, the interior path to the checkpoint is approximately 1,200FT over terrazzo. Terrazzo will be protected by Masonite floor protection. Due to the incline & decline slopes along this path, an electric pallet jack will be used to move equipment, where possible.

Checkpoint CD

Deliveries to Checkpoint CD will utilize the following rigging plan:

1. Truck Route

Only vehicles under 8'-0" high may enter the garage and park in the predetermined location for unloading. K2 plans to use lowboy trailers to bring equipment all the way into the parking garage, rather than to park outside of the parking garage. Overheight vehicles must be parked on the LH side of the roadway to be unloaded prior to the entrance to the parking garage. After unloading, overheight vehicles divert to the RH side of the roadway.

2. Loading & Unloading Area

Trucks will park in the predetermined location and will be unloaded via forklift. Forklifts have a height limit to work in the garage. The unloading area will be cordoned off with traffic cones or delineators to deter accidental incursion into the forklift working area. Because this is an active roadway, forklift operations will always utilize a spotter and a flagger while crossing active vehicle traffic lanes. Truck drivers are permitted to assist in unloading & loading equipment. As this area is not in the SIDA, workers do not need to be badged.

3. Interior Path

From the parking garage, 1-2 bollards will need to be unbolted from the entrance to the bridge from the garage to the terminal building. After rigging is complete each night, the bollards will be bolted back in place. Equipment will be moved approximately 600FT from the parking garage, across the bridge, and into the checkpoint. Masonite flooring protection will be used inside the building.

Checkpoint T3

Deliveries to Checkpoint T3 will utilize the following rigging plan:

1. Truck Route

Trucks of any size may approach the curbside area at T3. Vehicles will park nearest to the curb so that there is forklift access from the second driving lane without blocking vehicle access beyond the second driving lane.

2. Loading & Unloading Area

Trucks will be unloaded via forklift from the second lane from the curb. The unloading area will be cordoned off with traffic cones or delineators to deter accidental incursion into the forklift working area. An exclusion area will be set up on the curb next to the truck as a safety measure during forklift operations. Because this is an active roadway, forklift operations will always utilize a spotter and a flagger while entering active vehicle traffic lanes. Due to the planned forklift work areas, it is not expected that forklifts will need to enter the active driving lanes for any reason. Truck driver is permitted to assist in unloading & loading equipment. As this area is not in the SIDA, workers do not need to be badged.

3. Interior Path

From curbside, equipment will be hoisted over curbside bollards and pushed directly into the terminal, across the ticket lobby, and directly into the checkpoint. The rigging path is approximately 200FT. Flooring will be protected via Masonite and flaggers will be used to guide & control pedestrian traffic crossing the rigging path.

PACKAGING

K2 will be on site for the cleaning and packaging of TSE. All TSA and OEM guidance for cleaning and packaging of equipment will be followed. See "Equipment Decommissioning" for details on what equipment will be packaged & how.

PHOTOS

K2 will provide before and after photos for all K2 work. We also will have photos of each piece of decommissioned equipment, before sending to TSALC, noting any damage prior to shipment.

DISPOSALS

K2 will coordinate with TSA regarding which pieces will be returned to TSA and which will be disposed of. Any equipment that is not standard disposal, in which TSA directs K2 to dispose of, will have written permission from TSA to do so. K2 will search for environmentally preferred disposal means, i.e. recycling, donation of wood, etc., of the airport which does not affect either the rhythm of the project or airport operations.

At the time of this proposal, equipment that will be disposed or recycled locally is identified in the "Equipment Decommissioning" section.

WARRANTY / MAINTENANCE

K2 includes all warranties and maintenance plans per TSA specifications starting at substantial completion. All other equipment and ancillary equipment will have the typical OEM/Vendor warranty.

Should the project be delayed, an OEM month-to-month price will be required to cover the TSE during the delay time to provide a full four-year warranty at bailment time. All equipment warranties begin at the completion of testing for that equipment, e.g., SAT or iSAT.

Once the Equipment is donated or bailed to TSA, the equipment will fall into the ILS Priority ticket procedures. If there is an issue with the equipment, the TSA will call in a ticket (P1 – if the equipment is down) and technicians from the ILS program will repair or correct the issues.

PROJECT CONTROLS

K2 SAFETY CULTURE

Safety considerations are paramount throughout all phases of the project, particularly regarding the implementation of the Requirements Management Advisory Group (ReMAG) & Government Property Management (GPM) guidelines.

K2 and its subcontractors will follow, or exceed, all safety regulations per OSHA, the customer and per Airport, local and/or state requirements. K2 ensures that our safety requirements align with our customers' safety manuals. Our PMs are OSHA-30 certified and all other K2 personnel on site are at minimum OSHA-10 certified. All subcontractors are certified in the equipment they are using (See Appendix A for certifications), such as forklifts, and all technicians are qualified and/or approved by the appropriate OEM. K2's Safety Manager, along with the designated Project Manager, develops a tailored Safety plan for each project.

K2 will work alongside all stakeholders to ensure each project milestone is met with an approach that prioritizes the following safety protocols and integrates ReMAG & GPM guidelines:

- Comprehensive Compliance & Compliance Assurance
- Risk Assessment
- Communication and Coordination
- Emergency Preparedness

In accordance with ReMAG & GPM requirements and safety protocols, our approach to shipping and rigging TSE equipment, peripherals, and FF&E will prioritize the following measures:

- Document Compliance
- Rigging Expertise
- Delivery Coordination
- Secure Storage
- Material Disposal

This approach aligns with our safety culture, which prioritizes a comprehensive compliance framework, proactive risk assessment, and rigorous compliance assurance. Effective communication and coordination among stakeholders further enhance safety protocols, fostering a culture of transparency and accountability. Additionally, our commitment to emergency preparedness ensures swift and effective responses to unforeseen events, minimizing potential risks to personnel and project continuity.

THIRD PARTY TESTING (TPT)

K2 has long been recognized as the Site Integrator who works seamlessly with Third Party Testers (TPTs) resulting in the most favorable outcome for donated TSE projects. In March 2024, K2 was named by TSA as an official TPT for TSA donated TSE. In addition, K2 has held a firewall for TPT activities since 2021. Our firewall practices will hold true for the TPT activities self-performed by K2. K2 coordinates with our customers and TSA for the preparation and submission of all testing and certification forms as required. K2 makes sure that the units are ready for testing with a thorough and complete Owner's Test to avoid wasting time and money on unprepared units that may require re-testing for avoidable reasons. K2 was instrumental in working with TSA to develop the tests for the innovation equipment. TSA appreciates our projects' readiness and approach to collectively solve issues instead of failing units, leaving the site, and possibly delaying the project. K2 works with TSA to solve issues.

TSA does not allow OEMs to hire third party testers to test their equipment. K2 is cleared by TSA to work as a Site Integrator and provide Third Party Testing. K2's firewall includes our Anti-Bribery and Anti-Corruption policy. K2 will inform the TSA when the firewall is active for a project.

From the Site Acceptance Test (SAT) test after installation, K2 will schedule a Test Readiness Review (TRR) in which a Test Readiness Notification (TRN) will result and issue. All required testing forms will be provided where allowed by TSA. Where iSATs are required, K2 will first coordinate and perform, with the OEM / OEM certified technicians, the TSA Owner Test.

PROJECT MANAGEMENT TOOLS

KAHUA

A single platform for all project members to access project information from any device with internet capability. Kahua allows K2 to plan for, execute, document, and monitor equipment, goods and even people across multiple time zones. The result of equipping elite-tier project managers with a tool enabling instant access to & sharing of information means that nobody – K2 or subsequently other project stakeholders – is blindsided or left in the dark.

PRONTOFORMS

ProntoForms™. The app is designed for field users performing mobile data collection. It captures photos, sketches, GPS/Time stamps, and more - even offline.

CHECKPOINT PM MANUAL

K2 developed our own 300-page Project Managers' Manual for TSA Checkpoints to train our employees in all aspects of managing checkpoint installations, relocations and decommissions.

PROJECT SCHEDULE FOR EACH CHECKPOINT

K2 has over 30 years' experience with Critical Path Method (CPM) project scheduling. K2's well-trained scheduling staff is experienced in Primavera and Microsoft Project. However, we can deliver the schedule in Microsoft Excel format, if requested.

The K2 Team will provide input and support during schedule planning and efficiency recommendations during project planning. Milestones required to be met prior to K2 work to start will be identified and tracked.

Each schedule will include K2 activities and construction milestones required for K2's work and for safe installation of sensitive equipment.

BASELINE SCHEDULE

K2 will prepare a CPM Baseline Schedules for each checkpoint which will include, but is not limited to the following activities

- | | |
|--|---|
| ✓ Level of Efforts (LOE) for critical tasks, i.e. procurement, installation, warehousing, testing/approvals. | ✓ SSCP Design to Customer electrical work milestone |
| ✓ Submittals | ✓ Delivery to Warehouse |
| ✓ Procurement with long lead items | ✓ Warehouse to Site Deliveries |
| ✓ Payment Milestones per OEM requirements | ✓ Installation of Major and/or Critical TSE |
| ✓ Critical milestones to SSCP work | ✓ Installation of non-critical ancillary |
| ✓ Near-Critical milestones to SSCP work | ✓ TRR / TRN / iSAT / SAT / ORT / Owners Testing |
| | ✓ TSA Approvals & TSA Training |
| | ✓ Go Live |

TRANSPORTATION SECURITY EQUIPMENT

EQUIPMENT LISTS – NEW, RELOCATED, DECOMMISSIONED

Equipment list below is based on 30% design drawings dated 03 June 2025

Scope	Type	Qty.
New (CFCI)	Surescan CPSS Full Size	20
New (GFCI)	Smiths 6040ATIX AT-XRAY	2
New (CFCI)	Rodhe & Schwarz QPS201 eAIT	9
New (CFCI)	CEIA 02PN20/EZ WTMD	10
Modify	Vanderlande Scannojet ASL (make standalone)	4
Demo, CCX	Vanderlande Scannojet ASL	20
Demo, CCX	Vanderlande Scannojet ASL Server	1
Demo, CCX	Vanderlande Scannojet ASL Remote Workstations	36
Demo, CCX	Smiths 6040ATIX AT-XRAY	20
Demo, CC4	Leidos ProVision SC-100 AIT (PV1)	8
Demo, CC4	CEIA 02PN20/EZ WTMD	10
Relocate	Smiths 6040CTIX CT Base Lane	1
Relocate	Smiths 6040ATIX AT-XRAY	2
Relocate	Smiths iLane (CPSS Full Size)	1
Relocate	Rodhe & Schwarz QPS201 eAIT	1
Relocate	Leidos ProVision2 AIT2 (PV2)	1
Relocate	Leidos ProVision SC-100 AIT (PV1)	3
Relocate	CEIA 02PN20 WTMD	3
New	ADA Gate	7
New	Barrier, 12"	27

CFCI = Contractor Furnished, Contractor Installed

GFCI = Government Furnish, Contractor Installed

CC:X = Condition Code X (for disposal)

CC:4= Condition Code 4 (for reuse)

BASIS OF ESTIMATION

Assumptions

1. It is estimated that the total project onsite duration is 279 calendar days with no breaks between the first checkpoint installation and subsequent checkpoint installations. Additional project duration will incur additional costs for extended mobilization.
2. At the time of this proposal, the anticipated start date for the work will be March 2, 2026.
3. (2) phases of work through the summer months (Memorial Day to Labor Day) will feature work occurring at 2 checkpoints simultaneously for a total of 4 lanes working simultaneously, requiring (2) Project Managers to be onsite during this period. Outside of this period, work will entail (1) checkpoint working at a time.
4. Prevailing wages in accordance with requirements for public works projects.
5. K2 and K2's subcontractors work hours will be 8PM to 4AM for night shift work and 7AM to 7PM for day shift work. At the time of this proposal, it is anticipated that all deliveries & removals will take place during night shift work hours and all installation activities will take place during day time work hours.
6. Laydown area.
7. Replacement of existing barriers & gates where not serviceable (e.g. broken, bent, etc.) is by others.
8. Exact quantities and physical configurations of components per design drawings dated 03 JUNE 2025.
9. Where discrepancies exist between an OEM's approved configuration and the design drawings, the OEM's approved configuration will supersede.
10. It is assumed that repair or replacement of TSA equipment that is intended to be reused & reinstalled will be the responsibility of TSA to maintain in good condition until such time that the project is ready to take possession of the equipment. Additionally, it is assumed that existing equipment to remain as-existing will be maintained by TSA in an acceptable condition. K2 assumes that existing TSA equipment in service that requires repair or replacement, and which will be relocated or reused by the project, will be repaired or replaced by TSA prior to the project's possession of the equipment, or a replacement will be provided to the project for reinstallation.
11. All construction work involving site capture & construction barricades, electrical, telecommunications, duress alarms, CCTV, core drilling, floor repair, and any other construction trades will be by others and in compliance with TSA CPRG requirements.
12. Construction and/or electrical work by others will be completed or at a state not to impede the installation of new equipment.
13. Permanent power is required for installation of CPSS equipment.

Enabling Work

The primary objective of this project is to replace existing Vanderlande ASLs with new Surescan CPSS Full Size units. However, there are several additional "enabling" scopes that are either impacts from the primary objective (i.e., because "A", then "B"), or have been otherwise included with the project.

Employee Screening

AB SSCP Lanes 8-11

1. Relocate (1) Smiths 6040CTIX base size CT unit to new position.
2. Relocate (2) Smiths 6040ATIX AT-XRAYs to new positions.
3. Deliver & install (1) Smiths 6040ATIX AT-XRAYs at new Lane 11. Ship unit from TSALC to site. TSA to furnish units to project for installation.
4. Decommission & remove (1) Leidos ProVision SC-100 (PV1) AIT using OEM crates. Ship to TSALC as condition code
5. Install castor-relocated PV2 from Lane 2 at Lane 9.
6. Relocate (1) CEIA 02PN20 WTMD within same lane.
7. Deliver & install (1) CEIA 02PN20 WTMD at new Lane 11. Ship units from TSALC to site. TSA to furnish units to project for installation.
 - a. This line item will be performed by TSA. Project may be required to relocate WTMD to planned final location if necessary.
8. Replace (1) barrier on the passenger side of lane 8 with new barrier to accommodate relocated Lane 8 CT. All other gates & barriers to remain as existing (no work).
9. Reconfigure barriers & gates for optimized layout. Furnish & install new where necessary. Dispose excess.

CD SSCP Lanes 9-12

1. Castor-relocate (1) Leidos ProVision SC-100 (PV1) AIT within the same mod set at Lane 12.
2. Relocate (1) CEIA 02PN20 WTMD within the same mod set at Lane 11.
3. Existing AIT, WTMD, barriers, & Gates at Lanes 9-10 to remain as existing (no work).
4. Reconfigure barriers & gates at Lane 11-12 for revised layout. Furnish & install new where necessary. Dispose excess.

T3 SSCP Lanes 13-14

1. No work Lane 13 AT-XRAY.
2. Deliver & install (1) Smiths 6040ATIX AT-XRAY at Lane 14. Ship (1) unit from TSALC to site. TSA to furnish unit to project for installation.
3. Castor-relocate (1) Leidos ProVision SC-100 (PV1) AIT from Lane 5-6 to Lane 13, install Lane 13.
4. Relocate (1) CEIA 02PN20WTMD within same lane.
5. Relocate (1) SIDA Badge Reader from Lane 13 to Lane 14.
6. Reconfigure barriers & gates for optimized layout. Furnish & install new where necessary. Dispose excess.
7. Remove KCM access at Lane 14.

Vanderlande Modifications

CD SSCP Lanes 9-12

1. Furnish & install new PC appliances to convert (4) existing Vanderlande ASL lanes from a networked configuration to a standalone configuration.

Terminal 3 Impacts

T3 SSCP Lanes 4-10

1. De-install & relocate (1) Smiths CPSS Full size lane from Lane 10 to Lane 4. Reinstall unit at Lane 4.

Checkpoint AB

SSCP Lanes 1-6

1. Decommission & remove (6) Vanderlande ASL integrated with Smiths 6040ATIX AT-XRAYS. Ship ATs to TSALC as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of ASL components locally.
2. Decommission & remove (2) Leidos ProVision SC-100 (PV1) AITs using OEM crates. Ship to TSALC as condition code 4.
3. Castor-relocate (1) Leidos ProVision2 (PV2) AIT from Lane 2 to Lane 8.
4. Decommission & remove (3) CEIA 02PN20 WTMDs using OEM boxes. Ship to TSALC as condition code 4.
5. Furnish & install (6) Surescan CPSS Full systems with 2 PVS and 1.5 AVS per lane.
6. Furnish & install (3) R&S QPS201 eAITs.
7. Furnish & install (3) CEIA 02PN20/EZHD WTMDs.
8. Remove and store barriers & gates for reuse as able. Furnish & install new where necessary. Dispose excess.

AB SSCP Lanes 7

1. No work Lane 7 CT.
2. Lane 7-8 existing AIT and WTMD to remain as existing (no work).
3. Lane 7-8 barriers & gates existing to remain.

AB SSCP Lanes 8-11

1. Employee screening scope as noted in "enabling" section.

IT Room

1. Install new CAT7 network switch and UPS into existing ASL IT Cabinet.
2. Disconnect & remove existing Vanderlande network switch and UPS as condition code X.
3. Maintain operational ASL network until all existing Vanderlande ASLs have been removed from this IT Room. New CPSS lanes to be utilized in "standalone mode" until IT head-end is converted from Vanderlande to Surescan.

Remote Screening Room

1. Relocate PVS stations from lanes for utilization as remote screening workstations after CPSS Network is activated.
2. Disconnect & remove (9) Vanderlande ASL workstations as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of remaining equipment locally.

Checkpoint C-Annex

SSCP Lanes 1-3

1. No Work

SSCP Lanes 4-9

1. Decommission & remove (6) Vanderlande ASL integrated with Smiths 6040ATIX AT-XRAYS. Ship ATs to TSALC as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of ASL components locally.
2. Decommission & remove (3) Leidos ProVision SC-100 (PV1) AITs using OEM crates. Ship to TSALC as condition code 4.
3. Decommission & remove (3) CEIA 02PN20 WTMDs using OEM boxes. Ship to TSALC as condition code 4.
4. Furnish & install (6) Surescan CPSS Full systems with 2 PVS and 1.5 AVS per lane.
5. Furnish & install (3) R&S QPS201 eAITs.
6. Furnish & install (3) CEIA 02PN20/EZHD WTMDs.
7. Remove and store barriers & gates for reuse as able. Furnish & install new where necessary. Dispose excess.

SSCP Lane 10

1. No Work

IT Room

1. Install new CAT7 network switch and UPS into existing ASL IT Cabinet.
2. Disconnect & remove existing Vanderlande network switch and UPS as condition code X.
3. Maintain operational ASL network until all existing Vanderlande ASLs have been removed from this IT Room. New CPSS lanes to be utilized in "standalone mode" until IT head-end is converted from Vanderlande to Surescan.

Remote Screening Room

1. Relocate PVS stations from lanes for utilization as remote screening workstations after CPSS Network is activated.
2. Disconnect & remove (9) Vanderlande ASL workstations as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of remaining equipment locally.

Checkpoint CD

SSCP Lanes 1-6

1. No work.

SSCP Lanes 7-8

1. Decommission & remove (2) Vanderlande ASL integrated with Smiths 6040ATIX AT-XRAYS. Ship ATs to TSALC as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of ASL components locally.
2. Decommission & remove (1) Leidos ProVision SC-100 (PV1) AIT using OEM crates. Ship to TSALC as condition code 4.
3. Decommission & remove (1) CEIA 02PN20 WTMD using OEM boxes. Ship to TSALC as condition code 4.
4. Furnish & install (2) Surescan CPSS Full systems with 2 PVS and 1.5 AVS per lane.
5. Furnish & install (1) R&S QPS201 eAITs.
6. Furnish & install (1) CEIA 02PN20/EZHD WTMDs.
7. Remove and store barriers & gates for reuse as able. Furnish & install new where necessary. Dispose excess.

SSCP Lanes 9-12

1. Lane 9-12 Vanderlande ASL modification scope as described in "enabling" section.
2. Lane 9-10 WTMD, AIT, barriers, and gates to remain as existing.
3. Lane 11-12 WTMD & AIT relocation as described in "enabling" section.

SSCP Lanes 13-14 – "Little C"

1. No work.

IT Room

1. Install new CAT7 network switch and UPS into existing ASL IT Cabinet.
2. Disconnect & remove existing Vanderlande network switch and UPS as condition code X.
3. Furnish new CPSS Server rack (OEM TBD).
4. Maintain operational ASL network until all existing Vanderlande ASLs have been disconnected from the ASL server. New CPSS lanes to be utilized in "standalone mode" until IT head-end is converted from Vanderlande to Surescan.

Remote Screening Room

1. Relocate PVS stations from lanes for utilization as remote screening workstations after CPSS Network is activated.
2. Disconnect & remove (9) Vanderlande ASL workstations as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of remaining equipment locally.

Checkpoint T3 Main

SSCP Lanes 1-3

1. No work.

SSCP Lanes 4-10

1. Decommission & remove (6) Vanderlande ASL integrated with Smiths 6040ATIX AT-XRAYS. Ship ATs to TSALC as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of ASL components locally.
2. Decommission & remove (1) Leidos ProVision SC-100 (PV1) AIT using OEM crate. Ship to TSALC as condition code 4.
**Note castor relocation of (1) Leidos PV1 from Lane 5-6 to Lane 13 as part of the employee screening scope.*
3. Relocate (1) existing R&S QPS201 AIT within the same mod set at Lane 7-8.
4. Decommission & remove (3) CEIA 02PN20 WTMDs using OEM boxes. Ship to TSALC as condition code 4.
5. Furnish & install (6) Surescan CPSS Full systems with 2 PVS and 1.5 AVS per lane.
6. Furnish & install (2) R&S QPS201 eAITs.
7. Furnish & install (3) CEIA 02PN20/EZHD WTMDs.
8. Remove and store barriers & gates for reuse as able. Furnish & install new where necessary. Dispose excess.
9. Lane 10 Smiths CPSS Full iLane "Terminal 3 Impacts" scope per "enabling" section.

SSCP Lanes 11-12

1. No work.

SSCP Lanes 13-14

1. Employee screening scope as per "enabling" section.

IT Rooms – IDF 1-09

1. Install new CAT7 network switch and UPS into existing ASL IT Cabinet.
2. Disconnect & remove existing Vanderlande network switch and UPS as condition code X.
3. Maintain operational ASL network until all existing Vanderlande ASLs have been removed from this IT Room. New CPSS lanes to be utilized in "standalone mode" until IT head-end is converted from Vanderlande to Surescan.

IT Rooms – IDF 1-08

1. Disconnect & remove existing Vanderlande ASL server equipment as condition code X. Package & ship hard drives to TSALC as SSI. Dispose of other components locally.
2. Maintain operational ASL network until all existing Vanderlande ASLs have been removed from this IT Room. New CPSS lanes to be utilized in "standalone mode" until IT head-end is converted from Vanderlande to Surescan.
3. Install new Surescan CPSS Server equipment into existing ASL Rack. Conduct a Network Acceptance Test (NAT) prior to activating all (20) Surescan CPSS Lanes into a networked mode of operation.

Remote Screening Room

1. Relocate PVS stations from lanes for utilization as remote screening workstations after CPSS Network is activated.
2. Disconnect & remove (9) Vanderlande ASL workstations. Package & ship hard drives to TSALC as SSI. Dispose of remaining equipment locally.

SCHEDULE & PRICING

PROJECT SCHEDULE

Tentative Start Date: March 2, 2026

(subject to change pending eq. order confirmation and coordination with public works contractor)

The following schedule is based on the agreed-upon phasing per coordination with LAS dated May 21, 2025. That schedule has been adjusted to reflect the new tentative start date.

Start Date	Finish Date	Duration (including start date)	Phz.	Checkpoint	Lanes Worked	Notes
Mon, 02-Mar-2026	Sun, 05-Apr-2026	35 days	1	AB	8, 9, 10	Add new lane 11 for AWS
Mon, 02-Mar-2026	Sun, 19-Apr-2026	49 days	1	CD	7, 8, 11, 12	Final phase CD
Mon, 06-Apr-2026	Sun, 10-May-2026	35 days	2	T3	5, 6	
Mon, 11-May-2026	Sun, 14-Jun-2026	35 days	3	T3	7, 8, 13	Add new lane 14 for AWS
Mon, 15-Jun-2026	Sun, 19-Jul-2026	35 days	4	T3	3, 4, 9, 10	Final phase T3
Mon, 15-Jun-2026	Sun, 19-Jul-2026	35 days	5	AB	1, 2	
Mon, 20-Jul-2026	Sun, 23-Aug-2026	35 days	6	AB	3, 4	
Mon, 20-Jul-2026	Sun, 23-Aug-2026	35 days	6	CX	4, 5	
Mon, 24-Aug-2026	Sun, 27-Sep-2026	35 days	7	CX	6, 7	
Mon, 28-Sep-2026	Sun, 01-Nov-2026	35 days	7	AB	5, 6	Final phase AB
Mon, 02-Nov-2026	Sun, 06-Dec-2026	35 days	8	CX	8, 9	Final phase CX

*AWS = Airport Worker Screening; CX = C-Annex

LEAD TIMES

Not all vendors are required to perform FAT, but each vendor has a different overall lead time in order to produce & ship material. A table of current lead times is below for the equipment in this proposal:

Product	Lead Time	Shipping
Surescan CPSS Full Size Lanes	20 weeks	6 weeks
Rohde & Schwarz AIT	15 weeks	1 week
CEIA WTMD	12 weeks	1 week
Gates & Barriers	6 weeks	1 week
OEM Service for Existing Equipment (for example: relocation)	8-weeks	N/A

Each checkpoint will require material to be ordered at different times to meet the desired completion dates for each checkpoint. These timeframes will be coordinated closely after award.

CAP SCHEDULE

The following list is an estimated timeframe for completion of the documentation required for the Capability Acceptance Process (CAP):

1. Letter of Intent (LOI) – Complete, no further action
2. Memorandum of Understanding (MOU) – Estimated 17 weeks
 - a. TSA drafts MOU for review – 4 weeks
 - b. CCDOA reviews & accepts MOU – 4 weeks
 - c. TSA executes MOU – 9 weeks
3. OEM Release Letters (by TSA to OEMs) – 2 weeks
 - a. Note: this item is required by OEMs prior to loading any TSA software onto systems. This requires a completed MOU to begin.
 - b. Note: Any equipment purchased by Donors prior to issuance of OEM Release Letters is done at the Owner's sole risk.
4. Offer Letters (by CCDOA to TSA) – 1 day after TSA acceptance of SAT/iSATs (by phase)
 - a. Note: this item is required for TSA authorization to use donated equipment for passenger screening.

PRICING TABLE

SCENARIO 3 - EQUIPMENT		
QTY	TASK	PRICE
20	CPSS	\$16,210,870
9	eAIT 9	\$3,106,578
10	WTMD	\$195,050
1	Gates/Barriers	\$27,836
Sub-Total Equipment		\$19,540,334
SCENARIO 3 - ENABLING		
QTY	TASK	PRICE
1	Rigging, Materials, GPR	\$250,511
1	Logistics, Engineering, Quality, Safety, Travel	\$182,688
1	Warehouse, Trucking, Shipping	\$58,558
1	Third-Party Testing	\$45,563
1	OEM	\$158,374
1	Addition Apr 10 Scope	\$21,156
1	Vanderlande Scope	\$73,313
Sub-Total Enabling		\$790,163
SCENARIO 3 - INSTALLATION		
QTY	TASK	PRICE
1	Rigging, Materials, GPR	\$1,084,752
1	Logistics, Engineering, Quality, Safety, Travel	\$1,805,786
1	Warehouse, Trucking, Shipping	\$692,311
1	Third-Party Testing	\$588,170
Sub-Total SI		\$4,171,019
SCENARIO 3 - DECOM		
QTY	TASK	PRICE
1	Rigging, Materials, GPR	\$804,711
1	Logistics, Engineering, Quality, Safety, Travel	\$229,616
1	Warehouse, Trucking, Shipping	\$601,581
1	OEM (Decom)	\$313,419
1	OEM / Enabling Decom	\$302,879
Sub-Total Decommission		\$2,252,206
Sub-Total Contract		\$26,753,722
1	Bond	\$267,537
TOTAL SCENARIO 3		\$27,021,259

PAYMENT SCHEDULE

Product	Amount Due			
	Down Payment	FAT	Shipped	SAT/ISAT
Surescan CPSS Full Size Lanes	50%	25%	0%	25%
Rohde & Schwarz AIT	50%	25%	0%	25%
CEIA WTMD	50%	25%	0%	25%
All Other Services	Billed Net 30 Monthly			

OWNER RESPONSIBILITIES

Owner responsibilities are impactful to the validity of this proposal. It is important that these responsibilities are met in a timely fashion so as not to delay the work. Delay of these items by Owner may impact contracted schedule & cost, which may require resolution by change order.

1. Tax exempt certificate to be supplied by CCDOA to K2 prior to purchase of equipment. Delay to the supply of this certificate will delay procurement of the equipment.
2. Provide timely payment of down payments from CCDOA to K2 so as not to impact the purchasing of equipment. Delay to down payments will delay procurement of the equipment.
3. Coordinate insurance requirements with K2, such as additional insured, to ensure that equipment and personnel are adequately protected from risk.
4. Provide timely contribution and processing of CAP paperwork, so that purchasing, installation, or handover of equipment is not delayed.
5. Provide notice to proceed to be provided no later than August 31, 2025, following the second August meeting of the Board of County Commissioners.
6. Provide acceptable field conditions for the decommissioning of equipment, such as access and permission to utilize the noted rigging routes, to work a minimum 8-hour shift during off-hours, and support from the Public Works Contractor for disconnection of duress alarms from decommissioned equipment. K2 will coordinate and perform due diligence with CCDOA regarding these conditions.
7. Provide acceptable field conditions for the installation of equipment, such as completed power & telecommunications work (core drilling, terminations, energized power, etc.), indoor air quality free of construction dust, adequate space for staging of equipment & installation, overhead construction work complete, access & permission to utilize rigging routes & work the aforementioned work hours, and support from the Public Works Contractor to rapidly remediate any infrastructure issues identified during installation.
8. Ensure a work schedule for the Public Works Contractor which supports the overall project duration previously noted and does not create excessive downtime for the K2 team.

EXCLUSIONS

1. Proposed project time is as noted previously. Changes by Owner or impacts by others to project time shall constitute a change order for additional project time and expenses. K2 shall bear no responsibility to perform the work on an accelerated or extended timeline without adequate compensation via change order.
2. K2 will be present onsite only for K2's performance as noted on the schedule and for the site validation / site preparation activities noted previously. Additional site visits requested by CCDOA may incur a change order if occurring at a time when K2 is not onsite or if K2 has to supply additional supervision in order to accommodate CCDOA requests.
3. Price of bond is exclusive of any change orders occurring after the initiation of the contract. All change orders will include additional costs for increased bonding.
4. Bonding price is valid for a contract duration not exceeding 24 months. Additional bonding costs shall be included in change orders for any extensions to the project duration above 24 months from the time of contract initiation.
5. Prices exclude taxes. Owner is responsible for providing acceptable tax-exempt certificates or providing additional funding to cover the cost of taxes. In the event that the current sales tax exemption is revised, rescinded, or otherwise deemed inapplicable by governing authorities, any applicable sales tax shall be the responsibility of the customer and will be billed accordingly.
6. This proposal includes new barriers & gates that are strictly limited to the quantities necessitated by the drawings dated above. Replacement is not included for existing equipment that is not functional or in a condition suitable for reuse. It is assumed that maintenance & replacement of existing defective equipment is the responsibility of others.

EXHIBIT B
CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

8. DESCRIPTION: CBE No. 1520 - CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT ISSUED FOR THE DEPARTMENT OF AVIATION, CLARK COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, RELATED ENTITIES AND AUTHORIZED REPRESENTATIVES ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE ADDITIONAL INSURED IN CONNECTION WITH THIS PROJECT. PER ISO FORM ENCLOSED (ENDORSEMENT FORM)

9. CERTIFICATE HOLDER

CANCELLATION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

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

SECTION II

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

Authorized Agent (print name)

Signature

Date

Not Applicable

(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. 1520, entitled Contract for Transportation Screening Equipment Deployment;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____

Signature

State of Nevada
County of Clark

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

Witness my hand and official seal.

Notary's Signature

EXHIBIT C
CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520

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 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

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

EXHIBIT D
CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520

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: TBD
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: _____

EXHIBIT E
CONTRACT FOR TRANSPORTATION SCREENING EQUIPMENT DEPLOYMENT
CBE-1520

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

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

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

Business Information:

Corporate/Business Entity Name:	K2 Construction Consultants, Inc.		
(Include d.b.a., if applicable)	K2 Security Screening Group		
Street Address:	4330 East West Highway, Suite 320	Website: www.k2consulting.com	
City, State and Zip Code:	Bethesda, MD 20814	POC Name: Kathy Neiswender	
Telephone No:	301-661-2427	POC Email: kneiswender@k2consulting.com	
		Fax No:	
Nevada Local Street Address: (If different from above)	None	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>
Paul Krogh	Chairman of the Board, CFO	29%
Bruce Neiswender	CEO	28%
Kathy Neiswender	President	28%
Michael Marcell	President	15%

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.

<u>S. Kathy Neiswender</u> Signature President/Principal Title	<u>Kathy Neiswender</u> Print Name <u>7/24/2025</u> Date
---	---

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Not Applicable			

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

"Consanguinity" is a relationship by blood.

"Affinity" is a relationship by marriage.

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

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

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EXHIBIT F

FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

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

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

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

CIVIL RIGHTS - GENERAL

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

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

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

CIVIL RIGHT – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance)

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

C. Compliance with Nondiscrimination Requirements:

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

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

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a Subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

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Business Designation Group (Please select all that apply)

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Number of Clark County Nevada Residents Employed: 0

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Corporate/Business Entity Name:	K2 Construction Consultants, Inc.		
(Include d.b.a., if applicable)	K2 Security Screening Group		
Street Address:	4330 East West Highway, Suite 320	Website:	www.k2consulting.com
City, State and Zip Code:	Bethesda, MD 20814	POC Name:	Kathy Neiswender
Telephone No:	301-661-2427	POC Email:	kneiswender@k2consulting.com
		Fax No:	
Nevada Local Street Address: (If different from above)	None	Website:	
City, State and Zip Code:		Local POC Name:	
Local Telephone No:		Local POC Email:	
		Local Fax No:	

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Michael Marcell	President	15%

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<u>S. Kathy Neiswender</u> Signature President/Principal Title	Kathy Neiswender Print Name 7/24/2025 Date
---	---

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
Not Applicable			

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- ☐ 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