CLARK COUNTY, NEVADA

CBE-1570
CONTRACT FOR
JET BRIDGE PARTS AND SUPPLIES

NAME OF FIRM	OSHKOSH AEROTECH, LLC
DESIGNATED CONTACT, NAME AND TITLE	FRANK MOORE, VICE PRESIDENT & GENERAL VP & GENERAL MANAGER – JETWAY
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	4074 S. 1900 W. ROY, UT 84607
TELEPHONE NUMBER	801-629-3264
EMAIL ADDRESS	FMOORE@OSHKOSHAEROTCH.COM

CONTRACT FOR
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CBE-1570

This Contract is made and entered into this _____ day of _____, 2026, by and between CLARK COUNTY, NEVADA through its Department of Aviation (hereinafter referred to as "OWNER"), and OSHKOSH AEROTECH, LLC, (hereinafter referred to as "SUPPLIER"), for Jet Bridge Parts & Supplies (hereinafter referred to as "PROJECT"). OWNER and SUPPLIER are each a "Party" to the Contract, and together they are the "Parties".

W I T N E S S E T H:

WHEREAS, the SUPPLIER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed amount of $2,250,000.00 annually including all travel, lodging, meals, miscellaneous expenses, fees, and other charges.

WHEREAS, the SUPPLIER 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 SUPPLIER agree as follows:

SECTION I: RESPONSIBILITY OF SUPPLIER

A. It is understood that in the performance of the services herein provided for, SUPPLIER shall be, and is, an independent SUPPLIER, 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, SUPPLIER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by SUPPLIER in the performance of the services hereunder. SUPPLIER 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 SUPPLIER 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 SUPPLIER acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination.

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

D. SUPPLIER acknowledges that SUPPLIER and any Subcontractors, agents or employees employed by SUPPLIER 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 SUPPLIER or any of its officers, employees, or other agents.

E. The SUPPLIER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the SUPPLIER, its Subcontractors and their principals, officers, employees, and agents under this Contract. In performing the specified services, SUPPLIER shall follow practices consistent with generally accepted professional and technical standards.

F. It shall be the duty of the SUPPLIER 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. SUPPLIER will not produce a work product which violates or infringes on any copyright or patent rights. SUPPLIER 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 SUPPLIER shall not in any way relieve the SUPPLIER of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of SUPPLIER'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 SUPPLIER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by SUPPLIER's performance or failures to perform under this Contract.

G. SUPPLIER 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 SUPPLIER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of SUPPLIER be unable to complete his or her responsibility for any reason, the SUPPLIER will replace him or her with a qualified person and notify OWNER of replacement. If SUPPLIER fails to make a required replacement within 30 days, OWNER may terminate this Contract for default.

H. All specific materials, information, specifically prepared, completed, or acquired by SUPPLIER 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 SUPPLIER 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 (collectively, the "Work Product"). SUPPLIER retains all right, title, and interest in and to its per-existing intellectual property, methodologies, tools, and general knowledge. SUPPLIER 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.

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 SUPPLIER 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. SUPPLIER shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

I. The SUPPLIER agrees that its officers and employees will cooperate with the OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.

J. The SUPPLIER will follow OWNER's standard procedures as followed by OWNER's staff in regard to programming changes; testing; change control; and other similar activities.

K. SUPPLIER has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, the OWNER, or any other political subdivision of the State of Nevada.

L. AIRPORT SECURITY

1. OWNER Property

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

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

All SUPPLIER 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, SUPPLIER personnel must visibly display at waist level or above on their outermost garment the appropriate LAS identification badge at all times.

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

OWNER will determine the type of identification and training SUPPLIER will be required to obtain. SUPPLIER 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. SUPPLIER 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, SUPPLIER 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

SUPPLIER'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, SUPPLIER 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

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

M. ENVIRONMENTAL REGULATIONS

1. SUPPLIER 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 SUPPLIER, its employees, officers, agents, representatives, contractors, Subcontractors, suppliers and/or other representatives of SUPPLIER in violation of applicable Environmental Laws.

    a. If the OWNER has reasonable cause to believe that SUPPLIER is not using the Premises in compliance with applicable Environmental Regulations, the OWNER may request, in writing, that SUPPLIER conduct reasonable testing and analysis, at no cost to the OWNER, to show that SUPPLIER is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by SUPPLIER and subject to the OWNER's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should SUPPLIER 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 SUPPLIER.

    b. SUPPLIER will provide copies of all notices, reports, claims, demands, or actions received by SUPPLIER (that are not subject to an attorney/client privilege) pertaining to the Premises or SUPPLIER'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 SUPPLIER, 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 SUPPLIER, 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 SUPPLIER in violation of applicable Environmental Regulations, SUPPLIER 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). SUPPLIER 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 SUPPLIER, 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. SUPPLIER will submit to Director a written plan for completing all remediation work.

    b. The OWNER retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the OWNER is required to obtain services from consultants to address SUPPLIER remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by SUPPLIER.

N. The SUPPLIER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit C** prior to any Contract award by the BCC.

O. The rights and remedies of the OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

A. The OWNER agrees that its officers and employees will cooperate with SUPPLIER in the performance of services under this Contract and will be available for consultation with SUPPLIER at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by SUPPLIER 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 SUPPLIER 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 SUPPLIER. It is understood that OWNER's representative's review comments do not relieve SUPPLIER 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 SUPPLIER 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.

SUPPLIER shall return any original data provided by OWNER.

E. OWNER shall assist SUPPLIER 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. SUPPLIER 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 SUPPLIER.

SECTION III: SCOPE OF WORK

A. SUPPLIER is the sole source provider of certain equipment and parts (the "Parts") that are available through its current catalog. During the term of this Agreement, SUPPLIER agrees to supply the Parts to OWNER on as an-needed basis exclusively through purchase orders issued by OWNER.

B. SUPPLIER shall:

1. Provide only genuine, new Parts that conform to the manufacturer's published specifications and quality standards.

2. Drop-ship the ordered Parts directly from its facility or the manufacturer's facility to the CCDOA Warehouse, F.O.B. destination, freight prepaid.

a. Requests by Owner for expedited freight will be invoiced at cost (no markup), will be processed as Pre-Pay and Add, and must be approved in advance, in writing, by CCDOA Procurement and Contracts Division.

3. Furnish OWNER's representative with shipment tracking information promptly after each shipment.

4. Supply Parts at SUPPLIER's then-current catalog pricing less the discount set forth in Section V, Item G., Pricing and Escalation.

5. SUPPLIER shall ensure that each order is delivered to the designated shipping address within twenty-one (21) calendar days after receipt of OWNER's purchase order. OWNER may at its sole discretion, grant additional time on a case-by-case basis.

6. SUPPLIER warrants all Parts supplied under this Agreement shall be free from defects in material and workmanship for a period of one (1) year from the date of delivery to OWNER, or for the duration of the manufacturer's warranty, whichever is longer. This warranty shall survive acceptance of the Parts.

No substitutions may be made without OWNER's prior written approval. OWNER may order any Parts listed in SUPPLIER's catalog that are available at the time of order, subject to SUPPLIER's standard availability and lead times.

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 SUPPLIER'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 SUPPLIER for the adjustment under this clause must be asserted in writing within 30 calendar days from the date of receipt by the SUPPLIER 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 SUPPLIER shall be furnished without the written authorization of the OWNER.

SECTION V: COMPENSATION, TERMS OF PAYMENT, AND TERM

A. OWNER agrees to pay SUPPLIER to provide proprietary parts and equipment on an as-needed basis, for the not to exceed amount of $ 2,250,000.00 annually. The OWNER's obligation to pay SUPPLIER cannot exceed the fixed not to exceed amount. It is expressly understood that the entire work defined in Section III, Scope of Work, must be completed by the SUPPLIER. The SUPPLIER shall deliver all Parts and fulfill all orders in accordance with the delivery schedules, quantities, and specifications specified in the Agreement (or any purchase orders issued hereunder), and in a manner that meets or exceeds all applicable quality and performance standards. Time is of the essence with respect to all delivery obligations.

B. 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 SUPPLIER 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 SUPPLIER, 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER all damages, costs and expenses caused by SUPPLIER's negligence, resulting from or arising out of errors or omissions in SUPPLIER's work products, which have not been previously paid to SUPPLIER. 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

C. 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 SUPPLIER.

D. TERM OF CONTRACT

OWNER agrees to retain SUPPLIER for the period from date of award, through October 31, 2027, with the option to renew for an additional four (4) one-year periods, subject to the provisions of Sections V and VII herein. During this period, SUPPLIER agrees to provide the Parts as required by OWNER within the scope of this Contract.

E. CONTRACT EXTENSION

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

F. PRICING AND ESCALATION

SUPPLIER shall provide all items at 5% off its catalog list price in effect at the time of purchase. This pricing shall remain in effect for one (1) year from the Effective Date of this Agreement.

Thereafter, SUPPLIER may adjust its catalog pricing no more than once per calendar year, subject to the following:

1. SUPPLIER must provide OWNER with the updated catalog at least sixty (60) days prior to the effective date of any price increase.
2. Price increases shall not be applied retroactively.
3. No price increase may take effect before the first anniversary of the immediately preceding price increase.
4. The 5% discount shall continue to apply to any updated catalog pricing.

G. AUTHORIZATION TO PROVIDE GOODS AND SERVICES

Commencement of the services and/ or delivery of goods as described in the Scope of Work as set forth in **Section III** of this Contract, is not authorized and shall not occur until OWNER has issued a Purchase Order and all pre-commencement requirements of the Contract have been met. Any work performed or goods delivered prior to these conditions being met will be at the SUPPLIER's risk and expense.

SECTION VI: SUBCONTRACTS

A. Services specified by this Contract shall not be subcontracted by the SUPPLIER, without prior written approval of OWNER.

B. Approval by OWNER of SUPPLIER's request to subcontract or acceptance of, or payment for, subcontracted work by OWNER shall not in any way relieve SUPPLIER of responsibility for the professional and technical accuracy and adequacy of the work. SUPPLIER shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of work under this Contract by SUPPLIER's Subcontractor or its sub-Subcontractor.

C. The compensation due under Section V shall not be affected by OWNER's approval of SUPPLIER's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

A. TIME SCHEDULE

1. Time is of the essence for the purposes of this Contract.
2. SUPPLIER shall complete the PROJECT in accordance with the Scope of Work contained in this Contract.
3. If the SUPPLIER's performance of services is delayed or if the SUPPLIER'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.

B. SUSPENSION

OWNER may suspend performance by SUPPLIER under this Contract for such period of time as OWNER, at its sole discretion, may prescribe by providing written notice to SUPPLIER at least ten (10) working days prior to the date on which OWNER wishes to suspend. Upon such suspension, OWNER shall pay SUPPLIER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. SUPPLIER 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 SUPPLIER for any cause other than the error or omission of the SUPPLIER, for an aggregate period in excess of 30 days, SUPPLIER shall be entitled to an equitable adjustment of the compensation payable to SUPPLIER under this Contract to reimburse SUPPLIER 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 SUPPLIER 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 SUPPLIER 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 SUPPLIER at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the SUPPLIER's default.

4. Upon receipt or delivery by SUPPLIER of a termination notice, the SUPPLIER 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 SUPPLIER shall cease conducting business, the OWNER shall have the right to make an unsolicited offer of employment to any employees of the SUPPLIER assigned to the performance of this Contract.

6. If after termination for failure of the SUPPLIER to fulfill contractual obligations, it is determined that the SUPPLIER 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 SUPPLIER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

8. Neither Party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party. Delays arising from the actions or inactions of one or more of SUPPLIER's principals, officers, employees, agents, Subcontractors, vendors, or suppliers are expressly recognized to be within SUPPLIER'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 SUPPLIER 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 SUPPLIER, 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 SUPPLIER or any agent or representative of the SUPPLIER 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 SUPPLIER as it could pursue in the event of a breach of this Contract by the SUPPLIER; 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 SUPPLIER 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. INDEMNITY

The SUPPLIER its SUPPLIERs 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 SUPPLIER's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission or fault or willful misconduct whether active or passive of SUPPLIER its SUPPLIERs 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 SUPPLIER, in writing, of any such claim, demand, or lawsuit. SUPPLIER 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.

H. PATENT INDEMNITY

SUPPLIER 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 SUPPLIER, or out of the processes or actions employed by, or on behalf of SUPPLIER in connection with the performance of the Contract. SUPPLIER 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 SUPPLIER upon becoming aware of such claims or actions, and provided further that SUPPLIER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

SUPPLIER 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.

I. INTELLECTUAL PROPERTY INDEMNITY

1. SUPPLIER 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 SUPPLIER, or out of the processes or actions employed by, or on behalf of SUPPLIER in connection with the performance of the Contract SUPPLIER 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 SUPPLIER upon becoming aware of such claims or actions, and provided further that SUPPLIER aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its representatives.

2. SUPPLIER 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. SUPPLIER shall indemnify, defend, and hold harmless the OWNER from all loss and liability, including any and all attorney's fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark of any person or persons in consequence of the use by OWNER, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract, as follows:

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

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

J. SUPPLIER INFORMATION

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

K. SUBCONTRACTOR INFORMATION

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

L. AUDITS

The performance of this Contract by the SUPPLIER is subject to review by the OWNER to ensure Contract compliance. The SUPPLIER agrees to provide the OWNER all reasonable information requested that relates to the performance of this Contract. All requests for information shall be made in writing to the SUPPLIER. Time is of the essence during the audit process. Failure to provide the information requested within a reasonable 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.

M. COVENANT

The SUPPLIER 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. SUPPLIER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

N. ASSIGNMENT

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

O. GOVERNING LAW

Nevada law shall govern the interpretation of this Contract.

P. CONFIDENTIAL TREATMENT OF INFORMATION

It is understood that OWNER will furnish certain information to SUPPLIER that is non-public, security sensitive, confidential, or proprietary in nature for use by SUPPLIER in connection with this Contract. Therefore, SUPPLIER 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. SUPPLIER agrees to keep the Confidential Information confidential, and SUPPLIER 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.

Q. 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.

R. ADDITIONAL CONTRACT PROVISIONS

SUPPLIER shall comply with the provisions in **Exhibit D** attached hereto.

S. ADA REQUIREMENTS

All work performed or services rendered by SUPPLIER 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.

T. COMPANIES THAT BOYCOTT ISRAEL

SUPPLIER 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.

U. 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.

V. 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.

W. GENERAL

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

Notice

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

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

TO SUPPLIER: FRANK MOORE, VICE PRESIDENT
& GENERAL MANAGER OF JETWAY SYSTEMS
OSHKOSH AEROTECH
4075 SOUTH 1900 WEST
ROY, UTAH 84607

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
JAMES C. CHRISLEY
Director of Aviation

SUPPLIER:

OSHKOSH AEROTECH

By: Frank Moore 08/21/2026
Frank Moore (Aug 21, 2026 08:25:28 MDT)
FRANK MOORE
VP & General Manager – Jetway

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: Sherry Ly Rose 09/01/2026
SHERRY LY ROSE
Senior Attorney

ATTACHMENT 1
AFFIDAVIT

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

being duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. CBE-1570, entitled Contract for Jet Bridge Parts & Supplies;
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 A
CONTRACT FOR JET BRIDGE PARTS & SUPPLIES
CBE-1570

SUPPLIER INFORMATION

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

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

BUSINESSES IN OTHER STATES

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

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

STATE OF NEVADA BUSINESSESONLY

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

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

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

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

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

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

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

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

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

EXHIBIT B
CONTRACT FOR JET BRIDGE PARTS & SUPPLIES
CBE-1570

SUBCONTRACTOR INFORMATION

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

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

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

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

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

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

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

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

EXHIBIT C
CONTRACT FOR JET BRIDGE PARTS & SUPPLIES
CBE-1570

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)

☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	Oshkosh AeroTech, LLC		
(Include d.b.a., if applicable)			
Street Address:	4074 S 1900 W	Website:	https://oshkoshaerotech.com
City, State and Zip Code:	Roy, UT 84067	POC Name:	Elias Goodwin
Telephone No:	801-627-6600	POC Email:	egoodwin@oshkoshaerotech.com
		Fax No:	
Nevada Local Street Address:		Website:	
(If different from above)		Local POC Name:	
City, State and Zip Code:		Local POC Email:	
Local Telephone No:		Local Fax No:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
John C. Pfeifer	Chief Executive Officer	
Michael E. Pack	Executive Vice President, CFO, COO	
Ranjit Nair	President	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☑ Yes ☐ No

1. 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.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Director - Aftermarket
Title

ELIAS GOODWIN
Print Name

June 3, 2026
Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

"Consanguinity" is a relationship by blood.
"Affinity" is a relationship by marriage.
"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

EXHIBIT D
FEDERALLY REQUIRED CONTRACT PROVISIONS

CLARK COUNTY DEPARTMENT OF AVIATION
CLARK COUNTY, NEVADA

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EXHIBIT D
FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

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

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

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

CIVIL RIGHTS - GENERAL

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

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

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

CIVIL RIGHTS – TITLE VI ASSURANCE

A. Title VI Solicitation Notice

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

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

C. Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance: In** the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES

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

DISCLOSURE OF OWNERSHIP / PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☑ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business

Number of Clark County Nevada Residents Employed: 0

Business Information:

Corporate/Business Entity Name:	Oshkosh AeroTech, LLC		
(Include d.b.a., if applicable)			
Street Address:	4074 S 1900 W	Website:	https://oshkoshaerotech.com
City, State and Zip Code:	Roy, UT 84067	POC Name:	Elias Goodwin
Telephone No:	801-627-6600	POC Email:	egoodwin@oshkoshaerotech.com
		Fax No:	
Nevada Local Street Address:		Website:	
(If different from above)		Local POC Name:	
City, State and Zip Code:		Local POC Email:	
Local Telephone No:		Local Fax No:	

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
John C. Pfeifer	Chief Executive Officer	
Michael E. Pack	Executive Vice President, CFO, COO	
Ranjit Nair	President	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☑ Yes ☐ No

1. 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.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature — ELIAS GOODWIN — Print Name

Director - Aftermarket — Title

June 3, 2026 — Date

DISCLOSURE OF OWNERSHIP / PRINCIPALS

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

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

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

"Consanguinity" is a relationship by blood.
"Affinity" is a relationship by marriage.
"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative