

CLARK COUNTY, NEVADA
CBE-1132
LABOR SERVICE AGREEMENT FOR DAY PORTER
(RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT

NAME OF FIRM	OPPORTUNITY VILLAGE ARC, INC.
DESIGNATED CONTACT, NAME AND TITLE	ROBERT BROWN, PRESIDENT
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE	6050 BUFFALO DRIVE LAS VEGAS, NV 89113
TELEPHONE NUMBER (include area code)	(702) 259-3707
EMAIL ADDRESS	bob@opportunityvillage.org

**LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT
CBE-1132**

This Contract is made and entered into this _____ day of _____, 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and OPPORTUNITY VILLAGE ARC, INC (hereinafter referred to as "CONTRACTOR"), for Labor Service Agreement for Day Porter (Restroom Services) at McCarran International Airport (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with budget allowance not to exceed amount of \$809,784.84 annually.

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 McCarran International Airport be maintained at all times. This regulation has a provision for enforcement by the Transportation Security Administration (TSA), which may assess substantial fines (\$11,000.00 per occurrence) for potential security breaches or security breaches by unauthorized persons and vehicles entering the Secured Area/SIDA on LAS. When working in the Secured Area/SIDA, CONTRACTOR personnel must visibly display at waist level or above on their outermost garment the appropriate McCarran International Airport identification badge at all times.

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

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

3. Access to the Airport Secured Area/SIDA

Access to the Airport Secured Area/SIDA can be gained by personnel displaying a Maroon or Green badge. Personnel with a Tan Badge are only allowed access to and within the McCarran 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 McCarran International Airport is a federally regulated entity subject to changes in security protocols/directives which may affect activities and personnel at Airport facilities. CONTRACTOR agrees to abide by such security protocol/directive currently in place and any changes that may occur during the term of this Contract and any extensions thereof.

N. ENVIRONMENTAL REGULATIONS

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

- a. If the Airport has reasonable cause to believe that CONTRACTOR is not using the Premises in compliance with applicable Environmental Regulations, the Airport may request, in writing, that CONTRACTOR conduct reasonable testing and analysis, at no cost to the Airport, to show that CONTRACTOR is complying with applicable Environmental Regulations. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to the Airport's reasonable approval. Copies of such reports from any such testing will be provided to the Director. Should CONTRACTOR fail to conduct requested testing, the Airport will obtain the qualified independent experts and all costs incurred by the Airport plus a twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.
- b. CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions received by CONTRACTOR (that are not subject to an attorney/client privilege) pertaining to the Premises or CONTRACTOR's use of the Airport, regarding any environmental concern or release or threatened release of Hazardous Materials or special wastes to the environment caused by CONTRACTOR, its officers, agents, employees, CONTRACTORs, subCONTRACTORs, vendors, suppliers, or other representatives, if requested by Director.

2. If the presence of any Hazardous Material on, under, or about the Premises or the Airport caused or permitted by CONTRACTOR, its officers, agents, employees, CONTRACTORS, subCONTRACTORS, vendors, suppliers, or other representatives, during the term of this Contract results in any contamination of the Premises or other portion of the Airport used by CONTRACTOR in violation of applicable Environmental Regulations, CONTRACTOR will promptly take any and all actions, at its sole cost and expense, as are necessary to remediate such area(s) as required by applicable Environmental Regulations to a condition that existed prior to the introduction of any such Hazardous Material to said area(s). CONTRACTOR will take any and all steps necessary to remedy and remove any such Hazardous Materials and special wastes and any other environmental contaminations as are presently or subsequently discovered on or under the Premises and caused by CONTRACTOR, its officers, agents, employees, CONTRACTORS, subcontractors, vendors, suppliers, or other representatives, during the term of this Contract as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Premises into compliance with all applicable Environmental Regulations. Such procedures are subject to:

- a. Prior approval of Director, which approval will not be unreasonably withheld, conditioned or delayed. CONTRACTOR will submit to Director a written plan for completing all remediation work. The Airport retains the right to review and inspect all such work at any time using consultants and/or representatives of its choice. If the Airport is required to obtain services from consultants to address CONTRACTOR remediation work, all costs plus twenty percent (20%) administrative fee will be reimbursed by CONTRACTOR.

- O. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit J** 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 / Agreement.

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 / Agreement 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 / Agreement 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 AND TERMS OF PAYMENT

- A. OWNER agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (**Exhibit A**), for the not to exceed amount of \$809,784.84 annually. The OWNER's obligation to pay CONTRACTOR cannot exceed this annual amount. It is expressly understood that the tasks 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 less than the said not to exceed annual amount.
- 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 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 A.1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph A1 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 McCarran International Airport, c/o Accounts Payable, P.O. Box 11004, Las Vegas, NV 89111-1004 or via email at AccountsPayable@McCarran.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 McCarran International Airport Purchasing 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 CONTRACTOR.

SECTION VI: SUBCONTRACTS

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

SECTION VII: MISCELLANEOUS PROVISIONS

A. Suspension

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

B. 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 effected by the OWNER, the OWNER will pay CONTRACTOR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other

work; and

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

C. 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.

D. 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.

E. 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.

F. Insurance

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

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

G. Indemnity

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

H. 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.

I. Intellectual Property Indemnity

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

OWNER agrees to promptly notify CONTRACTOR in writing of any such infringement claim. If, as a result of any such claim, litigation or threat thereof, CONTRACTOR or OWNER is permanently enjoined from using the product/material/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/Licensed Software, or to replace or modify said software so as to settle such claim, litigation or threat thereof. If such settlement and such modification to the product/material/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/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/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.

J. 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 H)**. The information provided in **Exhibit H** by the CONTRACTOR is for the OWNER's information only.

K. 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 I)**. The information provided in **Exhibit I** by the CONTRACTOR is for the OWNER's information only.

L. Audits

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

M. 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.

N. 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.

O. Governing Law

Nevada law shall govern the interpretation of this Contract.

P. Term of Contract

OWNER agrees to retain CONTRACTOR for the period from date of award to June 30, 2022, with the option to renew for four (4) one-year periods, subject to the provisions of Sections V and VII herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Contract.

Q. Contract Extension

OWNER reserves the option to temporarily extend this Contract for up to 180 calendar days 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.

R. Confidential Treatment of Information

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

S. Order of Precedence

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

T. Additional Contract Provisions

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

U. ADA Requirements

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

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: ROBERT BROWN, PRESIDENT
OPPORTUNITY VILLAGE ARC, INC.
6050 S. BUFFALO DRIVE
LAS VEGAS, NEVADA 89113

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:

OPPORTUNITY VILLAGE ARC, INC.

By: _____

ROBERT BROWN
President

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____

TIMOTHY BALDWIN
Deputy District Attorney

EXHIBIT A
SCOPE OF WORK
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT

CONTRACTOR shall perform custodial standard restroom cleaning duties: sweeps, mops, scrubs and spot cleans the floors, cleans, dusts and polishes surfaces, counters, windowsills, and fixtures; empties, cleans and lines waste receptacles; and disposes of trash; cleans and disinfects restrooms including disinfection fogging; restocks restroom supplies as necessary; reports maintenance or repairs needed; keeps basic records of work performed.

This is a 100% performance Agreement, requiring day porter restroom services to be performed to the specifications without regard to the number of custodians/hours needed to perform these specifications set forth. CONTRACTOR shall perform the requirements with expertise, knowledge, and capability with minimal monitoring by the OWNER. The CONTRACTOR shall perform day porter restroom services for the OWNER and shall provide the necessary personnel to clean the specified sites in accordance with the Agreement requirements and general cleaning from within "A", "B", & "C" Concourse, gates and checkpoint areas on an as needed basis.

I. SPECIAL CONDITIONS

1. BUDGET ALLOWANCE

OWNER'S budget allowance shall not exceed the amount specified annually, including all labor and is to be billed monthly per rates on Cost Proposal (**Exhibit B**):

2. OWNER TO SUPPLY RESTROOM SUPPLIES

OWNER to supply toilet paper, hand towels, hand soap, trash liners, toilet seat covers, cleaning products, and equipment. CONTRACTOR to supply all labor.

3. CLEANING UP

CONTRACTOR shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, CONTRACTOR shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and CONTRACTOR shall leave the premises and work site in a neat, clean and safe condition. In the event of CONTRACTOR'S failure to comply with the foregoing, the same may be accomplished by OWNER at the CONTRACTOR'S expense.

4. SPECIAL ALTERATIONS TO AGREEMENT REQUIREMENTS

CONTRACTOR is not authorized to extend the functions, modify or alter the Agreement without authorization from the OWNER. Special requests by departments, not covered by this Agreement, must be handled as a separate Agreement approved by the department and appropriate parties. CONTRACTOR should obtain written authorization or a separate Purchase Order to cover items not included in this Agreement. OWNER should be notified of any change or special request.

5. CHANGES TO SCHEDULE OF SERVICE

OWNER reserves the right to vary the service schedule from time to time according to the needs of the facility without affecting the Contract pricing.

6. POST AWARD WALK-THROUGH

Prior to the start up on the Agreement, the OWNER will conduct a mandatory walk-through of the areas designated in Contract with the CONTRACTOR to review specification, scope of work, areas of work location on site, safety requirements, cleaning standards, help desk and relief sites.

7. USE OF FACILITY TELEPHONES AND EQUIPMENT

Use of telephones on location in this facility will be allowed on an emergency basis for local calls only. Under NO circumstances will long distance calls be allowed using facility telephones. Use of facility televisions, radios, and other electronic equipment is prohibited. CONTRACTOR provides own direct phone line as needed for Contractors Managers & Supervisor's to conduct business on.

8. EMPLOYEE PARKING

Parking for employees working at the airport may be available in a parking area as determined by the Director of Aviation or designee. CONTRACTOR must provide OWNER with the names of eligible employees.

9. STORAGE OF MATERIALS

It shall be the CONTRACTOR'S responsibility for storage of any materials and the OWNER will not be responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, and malicious mischief of other causes.

10. PROTECTION OF KEYS

The CONTRACTOR shall be fully responsible for protection of keys furnished and shall also be responsible to see that the areas designated for keys are properly locked upon completion of the work. Should the key(s) allotted to the CONTRACTOR become lost or stolen, OWNER reserves the right to have the corresponding locks re-keyed and a sufficient amount of keys reissued to the OWNER'S involved personnel at the CONTRACTOR'S expense. CONTRACTOR shall report to the Help Desk to sign in and out for Department section keys.

In the event CONTRACTOR fails to secure the OWNER'S designated keyed facility(s) upon completion of work, the CONTRACTOR shall be responsible for all resulting loss and vandalism.

The CONTRACTOR will be responsible for picking up and signing for all keys at McCarran International Airport. One Hundred Fifty dollars (\$150.00) for each lost or stolen key will be charged to the CONTRACTOR. Failure to notify OWNER of any lost or stolen keys may be considered grounds for termination of Contract.

11. CHEMICALS

Note: No additional tools, supplies or chemicals are allowed to be brought in by CONTRACTOR.

- a. OWNER will supply all chemicals, cleaning materials, scouring powders, or any other products needed for the Contract.
- b. CONTRACTOR to safety train Day Porters and Supervisors according to OSHA and any and all other standard requirements for training in use of chemicals and any other materials.

12. RUBBER GLOVES

Day Porters will use disposable non-sterile rubber gloves when handling any solution that warns of skin irritation and bio-clean-up. OWNER to supply rubber gloves.

13. ENFORCEMENT OF "LOCKED DOOR" POLICY

All locked doors are to remain locked at all times and CONTRACTOR'S employees are not allowed to open any doors for anyone

14. SERVICES REQUIRED

The CONTRACTOR shall provide the services outlined and at the frequencies specified in accordance with the Technical Specifications.

15. SUPERVISION:

- a. General: The CONTRACTOR shall arrange supervision of the Contract work. The CONTRACTOR or one of its supervisors shall be available at all times when the Contract work is in progress.
- b. On-site Supervisors: The term "on-site supervisor" and "alternate on-site supervisor" means a person, designated in writing by the CONTRACTOR, who has authority to act for the CONTRACTOR on a day-to-day basis at the work site and to accept and sign for notices of deductions, inspection reports, and all other correspondence on behalf of the CONTRACTOR.
- c. On-site Supervisor Communication: At the start of the shift, Supervisors will check in at the OWNER'S Help Desk to and provide OWNER with appropriate on-site mobile contact information of CONTRACTOR'S Managers and Supervisor's.

16. SUPPLIES, MATERIALS, EQUIPMENT AND UTILITIES:

a. Furnished by the OWNER

1. Electrical power at existing outlets for the CONTRACTOR to operate equipment which is necessary in the conduct of its work.
2. Hot and cold water as necessary, limited to the normal supply provided in the building. No special heating or cooling of the water will be provided.
3. Space in the building for the storage of an inventory of supplies and equipment which will be used in the performance of work under the Contract. The CONTRACTOR shall maintain this space in a neat and orderly condition. Under no circumstances will the CONTRACTOR store flammable or explosive liquids (naphtha, gasoline, etc.) in the building. The CONTRACTOR shall be liable for damage or loss to the OWNER'S stored supplies, materials, replacement parts, or equipment.
4. Custodial closets and custodial storage room are clearly marked on plans at various points throughout the building for storing equipment, including mops, brooms, dust cloths and other items. These closets and the stored equipment shall be kept clean and in an orderly manner by the CONTRACTOR. Sinks and buckets will be kept clean and free of standing water and hoses which are connected to faucets will not be left in standing water. CONTRACTOR shall daily sweep and wet mop or scrub floors with a cleaner disinfectant.
5. All necessary cleaning tools, equipment and cleaning chemicals. All restroom supplies: paper, roll towels and hand soap are supplied.

b. Furnished by the CONTRACTOR

The CONTRACTOR shall furnish all labor. The labor shall be of quality and type customary utilized by other CONTRACTORS engaged in the profession of providing Day Porter Services.

c. CONTRACTOR Uniform Requirements

The CONTRACTOR shall require all employees, including supervisors, to wear distinctive uniform clothing for ready identification, and ensure that every employee is in uniform no later than ten working days from the date an employee first enters on duty. Employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks for men, and dresses, skirts and blouses, slacks or smocks, as appropriate, for women. The uniform shall have the CONTRACTOR'S name easily identifiable and affixed thereon in a permanent or semi-permanent manner such as badge or monogram. **Any color or color combination must be approved by OWNER.** Employees shall be required to dress neatly, commensurate with the tasks being performed. **Safety Shoes must be approved by OWNER'S Safety Division.**

17. RECORDING PRESENCE, SCHEDULING WORK AND REPORTING ACCOMPLISHMENTS:

- a. CONTRACTOR'S employees and Supervisors must sign in at OWNER'S Help Desk when reporting for duty and sign out at OWNER'S Help Desk when leaving at the end of the workday. A form (Shift Receipt Log) designated for use by CONTRACTOR personnel only, shall be used for this purpose (see **Exhibit C**).

NOTE: A recorded Presence form shall be filled in daily and filed at the OWNER'S Help Desk.

- b. The CONTRACTORS on duty supervisor will be required to report to the Custodial Help Desk daily NO LATER THAN 7:00 A.M. to pick up section keys and the daily work assignments for the day.
- c. The CONTRACTORS on duty supervisor shall report to the Custodial Help Desk NO LATER THAN 4:00 P.M. daily and turn in section keys and the daily work assignments for the day.
- d. The CONTRACTOR shall call Custodial Help Desk at x3177 throughout the shift reporting unusual problems, issues, and/or maintenance repairs.
- e. The CONTRACTOR shall respond to cleaning requests from the Custodial Help Desk, Zone Senior Custodian, and/or Custodial Shift Supervisor and shall call the Custodial Help Desk at x3177 to report cleaning request has been completed within one hour after receiving request.

18. QUALITY CONTROL PROGRAM:

- a. The CONTRACTOR shall establish a complete Quality Control Program (QCP) no later than ten (10) working days from start of Contract, approved by the Project Representative, to assure the requirements of the Contract are provided as specified. The QCP shall be a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the OWNER'S inspectors point out the deficiencies. **Any discrepancies noted by the OWNER must be rectified within the current shift. Failure to do so may be considered grounds of termination. Any discrepancies that occur within the current shift by the CONTRACTOR that requires the OWNER to rectify will be billed to the CONTRACTOR at the OWNER'S hourly rate.**

19. STANDARDS OF CONDUCT:

The CONTRACTOR shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

20. REMOVAL OF EMPLOYEE:

OWNER reserves the right to request removal of any CONTRACTOR'S employee, should such action be considered necessary to the best interests of the OWNER.

21. CONTRACTOR'S REPRESENTATIVE:

OWNER requires that the CONTRACTOR have Supervisors and Day Porters capable of clear communication in the English language on site at all times during the hours that service is required. The CONTRACTOR shall designate a representative to whom all notices issued by the OWNER may be delivered, faxed, or mailed, including notices required by the Contract for proposed deductions and final decisions regarding nonperformance of work.

22. INSPECTION OF SERVICES:

a. This section details the role of the OWNER'S personnel and responsibilities for Contract administration

1. Contract Inspectors: Contract Inspectors are responsible for periodic inspection and monitoring of the CONTRACTOR'S work. The responsibilities include inspecting the work to ensure compliance with the CONTRACT requirements; documenting through written inspection reports the results of all inspections conducted; and re-inspection to assure that all defects or omissions are corrected.

b. CONTRACTOR'S Inspection of Services

1. DEFINITION - "Services", include services performed, workmanship, and material furnished or utilized in the performance of services.
2. The CONTRACTOR shall provide and maintain an inspection system acceptable to the OWNER covering the services under this Contract. Complete records of all inspection work performed by the CONTRACTOR shall be maintained and made available to the OWNER throughout the term of the Contract.
3. The OWNER has the right to inspect and test all services called for by the Contract, at all times and places during the term of the Contract. The OWNER shall perform inspections and tests in a manner that will not unduly delay the work.
4. If any of the services do not conform to Contract requirements, the CONTRACTOR will perform the services again in conformity with Contract requirements, at no additional cost to the OWNER.

5. The OWNER will invite the CONTRACTOR to attend walkthrough inspections during the term of this Contract, at a frequency determined by the OWNER. The CONTRACTOR will be required to attend these inspections. The CONTRACTOR'S representative must be in a management position or above. Upon completion of inspection, the CONTRACTOR will be required to sign the inspection form acknowledging that an inspection was performed.

23. CONTRACT EFFORT REQUIRED

The determination of the total daily productive man-hour requirements for the performance of all services specified herein is the sole responsibility of the CONTRACTOR. It is of the utmost importance that the CONTRACTOR utilizes productive manpower in order to satisfactorily furnish the required level of services specified in this Contract. Failure on the part of the CONTRACTOR to utilize productive manpower may produce unsatisfactory results which may cause the OWNER to make deductions from the CONTRACTOR'S monthly invoices for unsatisfactory work or work not accomplished, and if not accepted, grounds for termination of Contract.

24. DEDUCTIONS:

If the CONTRACTOR fails to perform satisfactorily or omits work required in accordance with the Technical Specifications, the following action will be taken by the OWNER:

- a. Contact the CONTRACTOR by phone or e-mail and give the CONTRACTOR the opportunity to correct the deficiency.
- b. If the CONTRACTOR fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the OWNER may: (1) by Contract or otherwise, perform the services and charge to the CONTRACTOR any cost incurred by the OWNER that is directly related to the performance of such service; or (2) terminate the Contract.
- c. If CONTRACTOR does not correct the deficiency within 24 hours after being contacted, the OWNER may procure the services by other means. CONTRACTOR will not be paid for the day(s) or location(s) not satisfactorily performed or not worked AND shall remit to the OWNER either:
 1. Any additional costs paid by OWNER, above the Contract pricing, to procure the unprovided services from another Day Porter services provider, or
 2. Not less than \$100.00 if the unprovided services are performed by OWNER'S employees, for the first 24 hours of work, and an additional \$25.00 per hour thereafter, in one-hour increments.

Monies owed to the OWNER will be taken as deductions from monies owed to CONTRACTOR, usually in the same month as when CONTRACTOR fails to provide the services as required.

25. CALCULATION OF DEDUCTION:

a. For Unsatisfactory Services:

In the event services are not satisfactorily provided, OWNER may deduct the costs for the affected site using the following formula:

MONTHLY PRICE divided by NUMBER OF SCHEDULED WORKDAYS FOR THE SITE

This number will be the cost per day and this amount will be deducted from CONTRACTOR'S invoice for the affected month.

b. For Labor Hours Below Required Level:

On a monthly basis CONTRACTOR will provide the OWNER with time records for all personnel. In the event the provided level of labor hours is below the required level, the OWNER may deduct the costs using the following formula:

(# CLIENT HOURS REQUIRED - # OF CLIENT HOURS PROVIDED) X AVERAGE HOURLY RATE

Labor hours above the required level will not be paid unless the CONTRACTOR has received prior written approval from the OWNER.

Note: Required levels will be provided by the OWNER prior to the start of each fiscal year in accordance with the approved fiscal year operating budget.

II. GENERAL CLEANING STANDARDS

1. MINIMUM CLEANING STANDARDS:

It is the intent of the OWNER that all facilities be maintained at a high standard of cleanliness that meets the Global Biorisk Advisory Council (GBAC) accredited standards of cleanliness. The following standards are therefore intended to be included as the acceptable minimum level of service as directed in the Cleaning Specifications. Cleaning frequencies set forth in these specifications are meant to be working guidelines for specific areas, dependent upon type and frequency of use. These standards are not to be construed as complete and all items not specifically included, but found necessary to properly clean the building, shall be included as though written into these specifications. Training and awareness of GBAC standards are to be provided by the OWNER.

2. CLEAN:

The term "clean" as defined generally shall mean the removal of trash, dirt, dust, soil, lint, marks, stains, smudges, spots, film, streaks and airborne odors from all cleanable surfaces.

III. TECHNICAL SPECIFICATIONS

1. TASK DESCRIPTION:

Day Porters (both male and female must be provided) will be responsible for ensuring all restrooms throughout "A", "B", & "C" Concourses are kept clean, disinfected and stocked (toilet paper, paper towels, soap, seat covers, etc.) as needed. CONTRACTOR shall respond to service requests made by the OWNER'S designated contact, as needed.

2. FREQUENCY ON CLEANING

The frequency on the following cleaning tasks will be daily and ongoing throughout the shift. The restroom will be staffed at all times during assigned shift. The goal is to maintain a clean and disinfected restroom at all times throughout the working shift.

RESTROOMS AND CUSTODIAL CLOSET TASKS

- a. DO NOT CLOSE RESTROOMS WITHOUT PERMISSION.
- b. Pan sweep floor.
- c. Remove trash, clean trash can and replace liner.
- d. Restock restroom dispensers: This includes toilet tissue, paper hand towels, toilet seat covers, hand soap, and trash liners.
- e. Clean, polish and sanitize sinks, counters and trim.
- f. Clean mirrors with glass cleaner leaving no streaks.
- g. Clean and sanitize toilets, seats, urinals, and chrome fixtures.
- h. Spot clean partition doors. Spot clean partition walls and tile or painted walls beside urinals and toilets. Spot clean walls around trash receptacles, soap dispensers, sinks, around and under hand towel dispensers.
- i. Clean and polish all stainless-steel fixtures and dispensers.
- j. Damp mop restroom floors, ensuring floor is clean and dry through the shift.
- k. Stock custodian closet at the end of the day to establish maximum stocking levels.
- l. Keep custodial closet clean and orderly.
- m. Empty all mop buckets and store mops in a manner which will allow them to air out to avoid musty odors.
- n. Store chemical products adhering to O.S.H.A. regulations.
- o. Clean mop sink and remove mop strings and other debris from top of drain.
- p. Fog and disinfect the restroom

3. ADDITIONAL SERVICES

CONTRACTOR shall be responsible for providing Day Porter services to OWNER'S additional events as needed. Events will be an additional charge that will be invoiced at an hourly rate agreed upon by the CONTRACTOR and OWNER.

4. FACILITY LOCATIONS AND HOURS OF OPERATION:

Facility:	McCarran International Airport
Location:	Level 2 Restrooms, Concourse A, B, & C 5757 Wayne Newton Blvd Las Vegas, NV 89119
Designated Contact for this Facility:	Custodial Superintendent or designee
Telephone Number:	(702) 261-3177
Number of days of Service /Week	Monday through Sunday (7) Days per week for designated restrooms noted on restroom location maps and count sheet.
Service Hours:	From 7:00 to 3:30 PM, or time as designated by the Director of Aviation or designee. Hours of operation will include a ½ hour meal period. One day porter will be provided per restroom and CONTRACTOR shall provide both male and female Day Porters.

5. RESTROOM LOCATIONS/COUNT SHEET
(FACILITY LOCATIONS AND HOURS OF OPERATION)

Location	Toilet	Urinals	Sinks	Total	Cleaning Freq.	Time of Day	Min. FTE Staffing	Effective
C16 Men	11	11	8	30	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C5 Women	18	0	8	26	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C7 Men	5	6	7	18	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C14 Women	13	0	7	20	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C7 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
C23 Men	3	5	6	14	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C23 Women	9	0	6	15	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C23 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
C25 Men	5	9	6	20	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C25 Women	19	0	9	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
C25 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
CB1 Men	8	10	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB1 Women	18	0	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB1 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
CB2 Men	8	10	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB2 Women	18	0	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB2 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
CB3 Men	8	10	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB3 Women	18	0	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB3 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
CB4 Men	8	10	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB4 Women	18	0	10	28	Ongoing	7AM to 3:30PM	1	July 1, 2021 until contract expires
CB4 Companion Care	1	0	1	2	Ongoing	7AM to 3:30PM	X	July 1, 2021 until contract expires
Total	194	71	144	409			16	

EXHIBIT B
COST BREAKDOWN

McCarran Restroom Attendants Concourse A,B & C					
Direct Labor:	22.40			Manager	
Annual Hours	46,592.00			Annual Hours	
Labor Hours	46,592.00			Vacation Hours:	0
Vacation/Sick Hours					0.00
Total Client Hours	46,592.00				
Hourly Pay Rate:	\$ 10.00			Total Manager Labor:	\$0.00
Total Client Labor:	\$ 465,920.00				
Taxes & Insurance:				Taxes & Insurance	
Insurance:		\$ 2.41		Insurance:	\$0.00 \$ 2.41
FICA:	\$ 35,643	7.65%		FICA:	\$0.00 7.65%
Unemployment:	\$ 5,125	1.10%		Unemployment:	\$0.00 6.50%
Worker's Comp:	\$ 9,364.99	2.01%		Worker's Comp:	\$0.00 2.01%
	\$ 50,133			Total Taxes & Insurance:	\$0.00
Total Direct Labor:	\$ 516,053			Total Manager:	\$0.00
Supervisors	4.2			General Liability	
Annual Hours	8,736.00				
Labor Hours	8,736.00			Supplies/ Uniforms	3,274.16
Vacation/Sick Hours	-				
Total Supervisors Hours	4.20			Equipment	-
	8,736.00				
Hourly Pay Rate:	\$ 18.06			General Expense	
Total Supervisors Labor:	\$ 157,772.16				
Taxes & Insurance				Admin. Overhead	115,709.24 16.75%
Insurance:		\$ 2.41			
FICA:	\$ 12,069.57	7.65%		Total Contract Price	809,784.84
Unemployment:	\$ 1,735.49	1.10%			
Worker's Comp:	\$ 3,171.22	2.01%			
Total Taxes & Insurance:	\$ 16,976.28				
Total Supervisors	\$ 174,748.44				

EXHIBIT C

OPPORTUNITY VILLAGE SHIFT RECEIPT LOG

[illegible]

SUPERVISOR RECEIPT LOG

Cell Phone#	Inspection Forms Issued	Keys Issued	Issue To Print Name	Time Out	Issued By	Returned By Signature	Time In	Received By
	<input type="checkbox"/>	<u>AA7</u> <u>FJ21</u>						
	<input type="checkbox"/>	<u>AA7</u> <u>FJ21</u>						
	<input type="checkbox"/>	<u>AA7</u> <u>FJ21</u>						

EXHIBIT C

Opportunity Village Shift Log							
Shift: Day		Date: _____					
Client's C	Restroom	Keys Ring # Issued	Issued to (Print Name)	Time Out	Issued By	Returned by Signature	Received By
Men	C14						
Men	C16						
Men	C22						
Men	C25						
Men C Breaker	C Brkr						
Women	C14						
Women	C16						
Women	C22						
Women	C25						
Women C Breaker	C Brkr						
Supervisor's	Area	Keys Ring # Issued	Issued to (Print Name)	Time Out	Issued By	Returned by Signature	Received By
Male Supervisor	C Gates						
Female Supervisor	C Gates						
Client's B	Restroom	Keys Ring # Issued	Issued to (Print Name)	Time Out	Issued By	Returned by Signature	Received By
Men B Breaker	B Brkr						
Men B Gate 8/9	CB1						
Men B Gate 17	CB2						
Women B Breaker	B Brkr						
Women B Gate 8/9	CB1						
Women B Gate 17	CB2						
Supervisor's	Area	Keys Ring # Issued	Issued to (Print Name)	Time Out	Issued By	Returned by Signature	Received By
Male Supervisor	B Gates						
Female Supervisor	B Gates						
Note sick calls:							

**EXHIBIT D
INSPECTION REPORT**

**LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT**

DATE OF THIS REPORT:		TIME:				
CLEANING INSPECTION REPORT		BUILDING AND ADDRESS				
		INSPECTED BY (NAME AND TITLE)				
		SUPPLIER	SUPPLIER'S RECEIPT		DATE	TIME
SERVICES PERFORMED		RATING *		ITEM NO	CONDITIONS TO BE CORRECTED AND REMARKS **	DATE CORRECTED AND SIGNATURE
CATEGORY	ITEM	S	U			
A. EXTERIOR ENTRANCES	1. ASH URNS					
	2. GLASS DOORS/WINDOWS					
	3. DOORS/WALLS					
	4. CONCRETE FLOOR					
B. TRASH REMOVAL	5. RECEPTACLES (EMPTY)					
	6. RECEPTACLES (CLEAN)					
	7. PLASTIC LINERS					
C. ENTRANCE LOBBY SERVICE COUNTER	8. GLASS DOORS/WINDOWS					
	9. GLASS DISPLAY CASES					
	10. COUNTERS/CABINETS					
	11. FURNITURE/SHELVES					
	12. WALLS/DOORS					
	13. DRINKING FOUNTAINS					
	14. TELEPHONES (PUBLIC)					
D. WORK AREAS CLEANING	15. FLOORS					
	16. FURNITURE/SHELVES					
	17. COUNTERS/CABINETS					
	18. DOORS					
	19. WALLS					
	20. GLASS DOORS/WINDOWS					
	21. WINDOW SILLS/FRAMES					
	22. WINDOW BLINDS					
E.	23. CEILING FANS					
	24. FLOORS					
	25. WALLS/DOORS					
	26. HANDRAILS					
	27. DRINKING FOUNTAIN					
	28. FLOORS					

EXHIBIT D
INSPECTION REPORT (CONTINUED)

DATE OF THIS REPORT:		TIME:				
CLEANING INSPECTION REPORT		BUILDING AND ADDRESS				
		INSPECTED BY (NAME AND TITLE)				
		SUPPLIER	SUPPLIER'S RECEIPT TIME		DATE	
SERVICES PERFORMED		RATING *		ITEM NO	CONDITIONS TO BE CORRECTED AND REMARKS **	DATE CORRECTED AND SIGNATURE
CATEGORY	ITEM	S	U			
F. RESTROOMS	29. MIRRORS					
	30. FIXTURES					
	31. WALLS					
	32. STALLS/PARTITIONS					
	33. STOCK DISPENSERS					
	34. DOORS					
	35. SANITARY DISPOSAL UNITS					
	36. FLOORS					
G.	37. TABLES					
	38. SINK/COUNTER					
	39. SOAP/TOWEL DISPENSERS					
	40. APPLIANCES					
	41. CABINETS					
	42. DOORS/FRAMES					
	43. WINDOWS/SILLS/ FRAMES					
	44. WALLS					
	45. FLOORS					
H. JANITOR ROOMS	46. MOP SINK					
	47. CLEAN AND ORDERLY					
	48. SUPPLIES FOR RESTOCKING					
	49. MOPS AND BUCKETS					

*S-SATISFACTORY *U-UNSATISFACTORY **REMARKS MUST BE PROVIDED FOR EACH "UNSATISFACTORY" ITEM CHECKED

EXHIBIT D
INSPECTION REPORT (CONTINUED)

DATE OF THIS REPORT:		TIME:				
CLEANING INSPECTION REPORT		BUILDING AND ADDRESS				
		INSPECTED BY (NAME AND TITLE)				
		SUPPLIER	SUPPLIER'S RECEIPT TIME		DATE	
SERVICES PERFORMED		RATING *		ITEM NO	CONDITIONS TO BE CORRECTED AND REMARKS **	DATE CORRECTED AND SIGNATURE
CATEGORY	ITEM	S	U			
I. LOCKER ROOMS	50. MIRRORS					
	51. FIXTURES					
	52. WALLS					
	53. DOORS					
	54. DISPENSERS					
	55. COUNTERS/SHELVES					
	56. BENCHES					
	57. TOPS OF LOCKERS					
58. FLOORS						
J.	65. MIRRORS					
	66. WINDOWS/GLASS DOORS					
	67. WALLS/DOORS					
	68. FURNITURE/SHELVES					
	69. WINDOWSILLS/FRAMES					
	70. DRINKING FOUNTAIN					
	71. COUNTERS/CABINETS					
	72. SOAP/TOWEL DISPENSERS					
73. FLOORS						
REMARKS					DATE	
LOW SUPPLIES:						

*S-SATISFACTORY *U-UNSATISFACTORY **REMARKS MUST BE PROVIDED FOR EACH "UNSATISFACTORY" ITEM CHECKED

EXHIBIT E
MAPS RESTROOMS

LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT

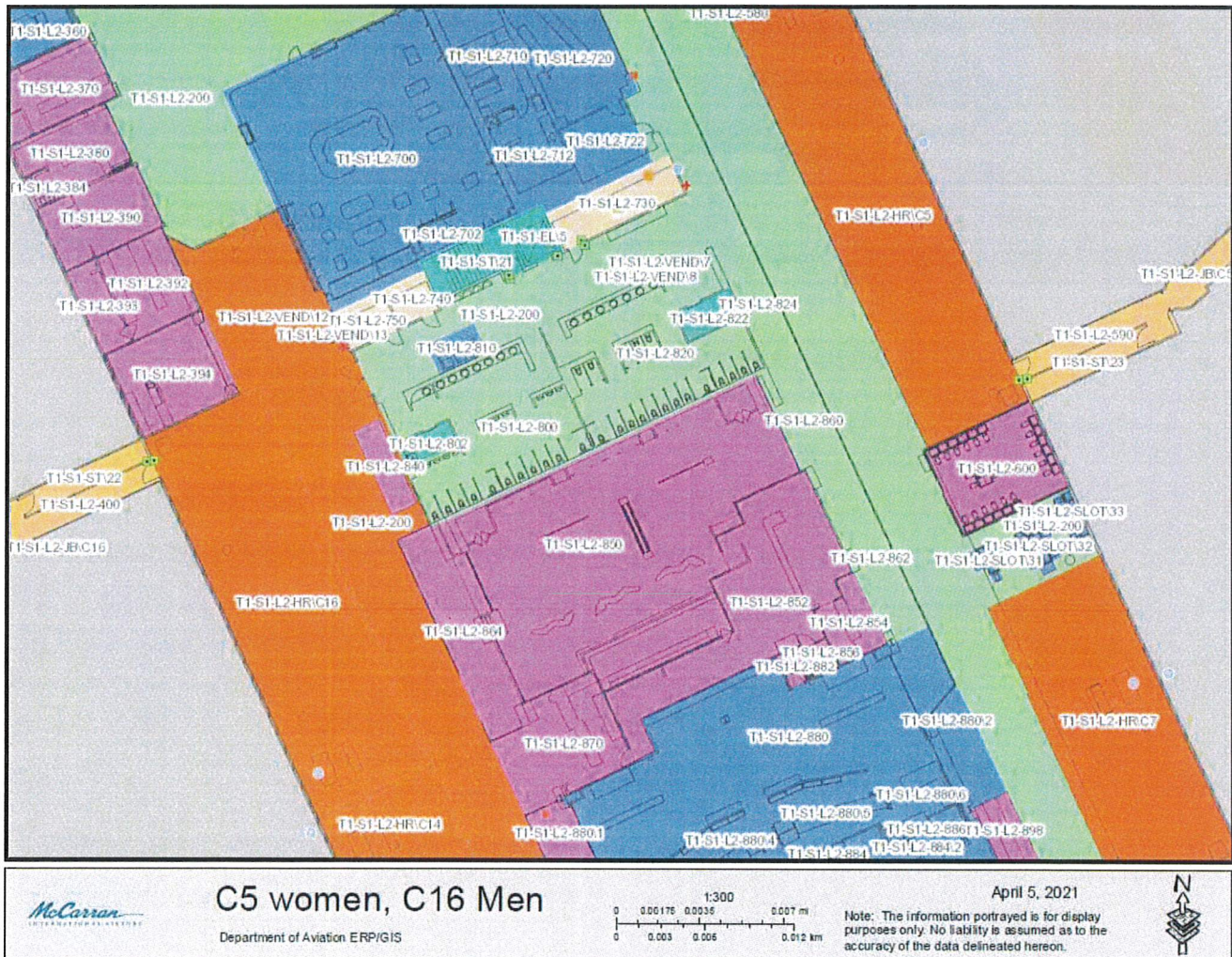


EXHIBIT E
MAPS RESTROOMS (CONTINUED)

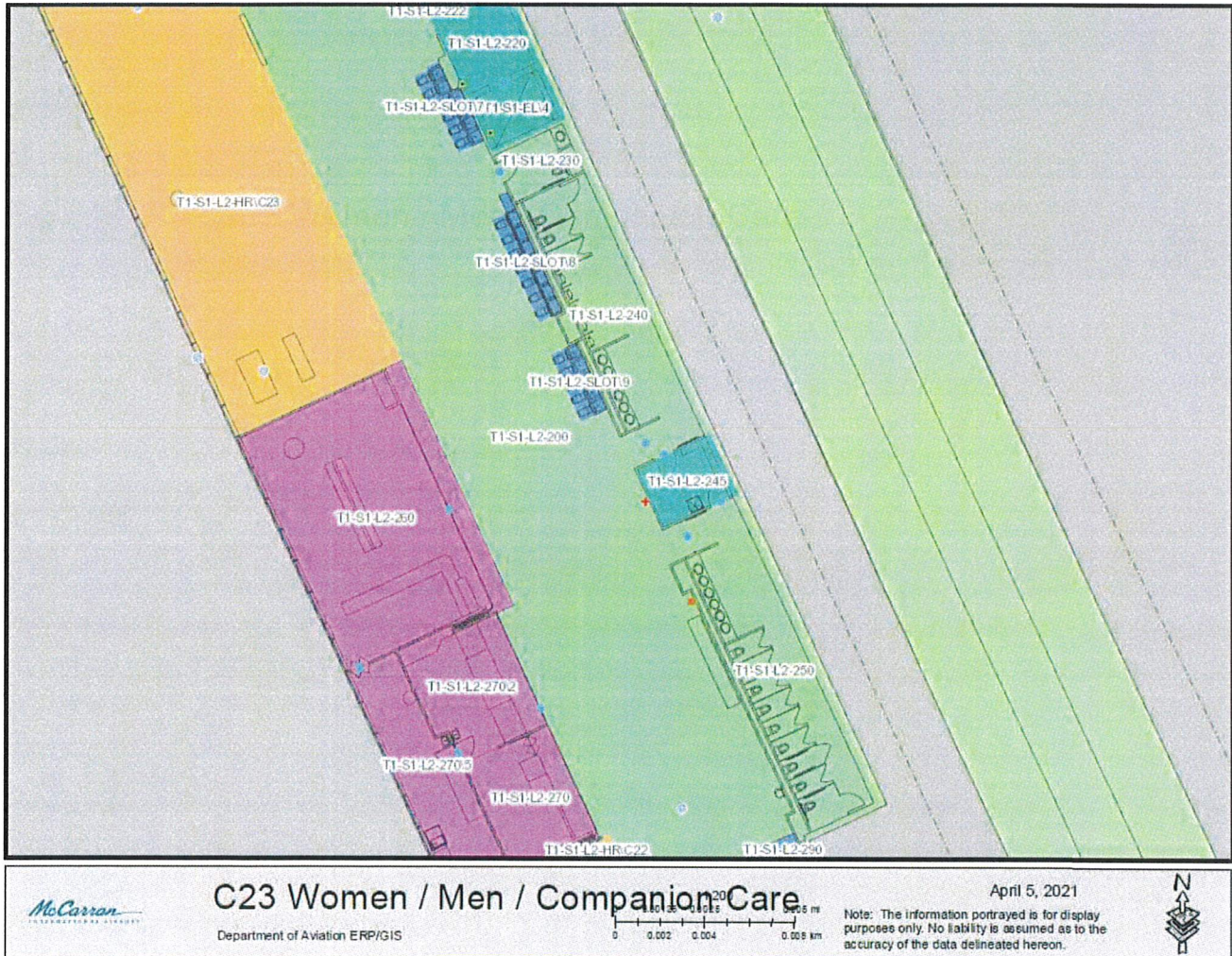


EXHIBIT E
MAPS RESTROOMS (CONTINUED)

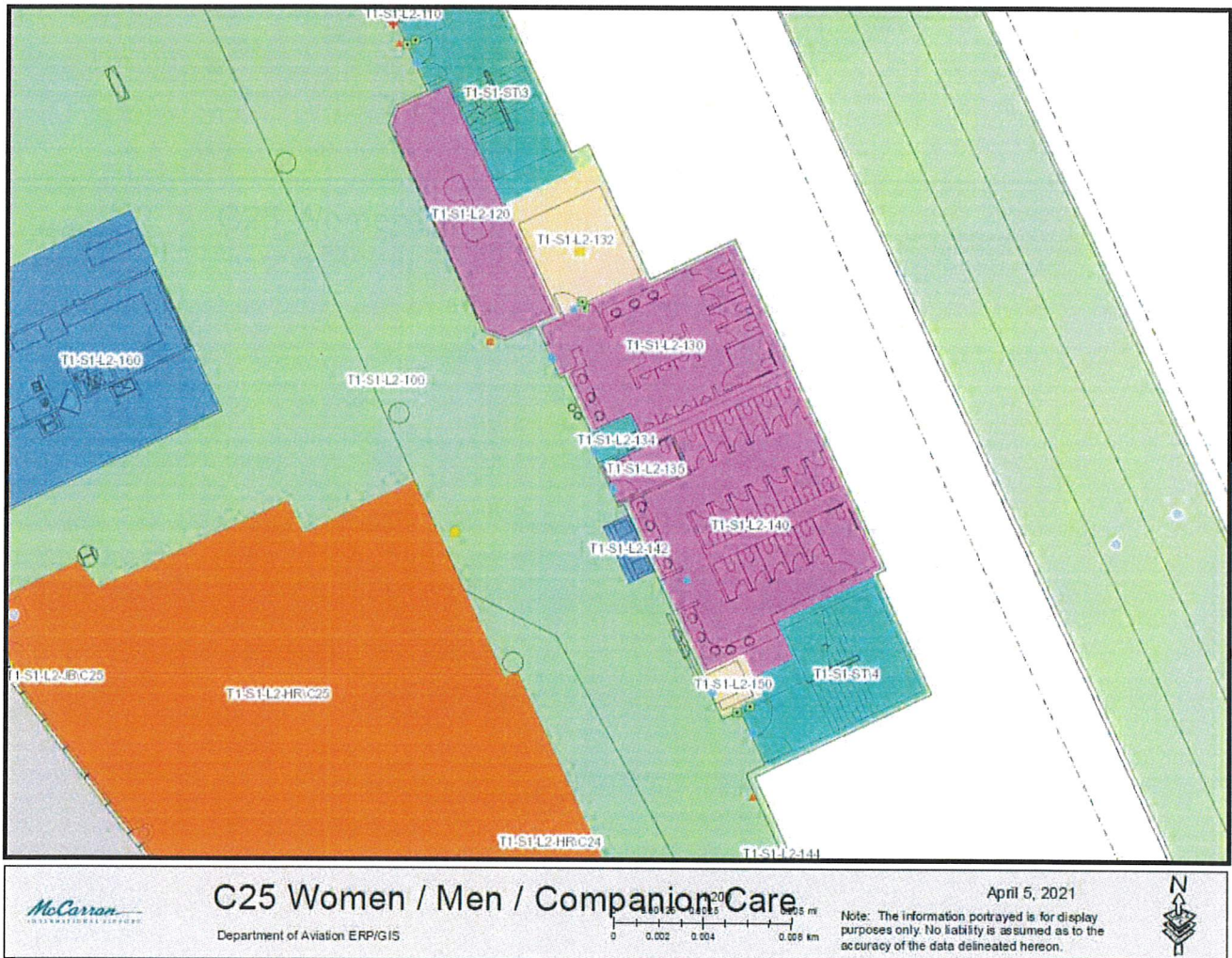


EXHIBIT E
MAPS RESTROOMS (CONTINUED)

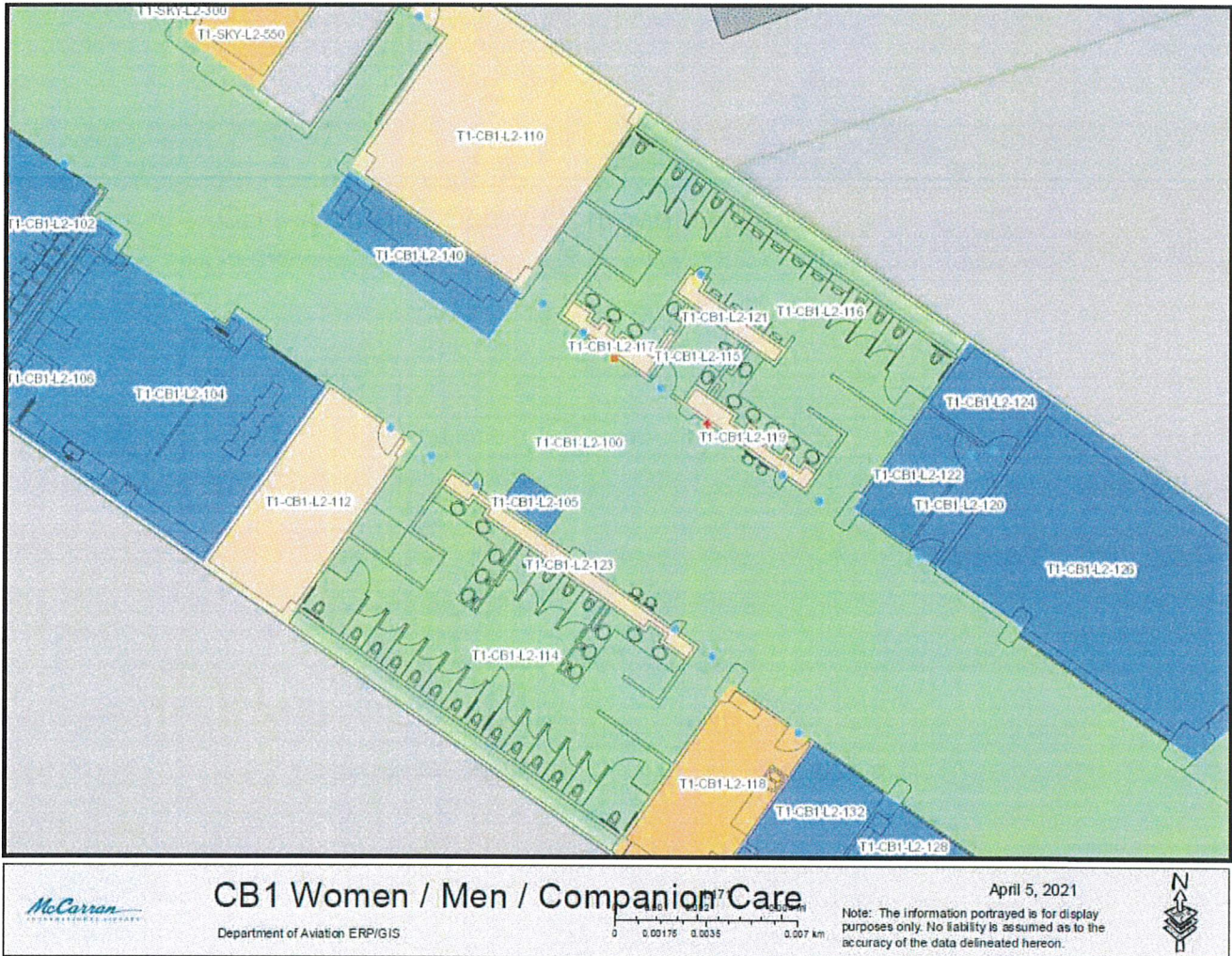


EXHIBIT E
MAPS RESTROOMS (CONTINUED)

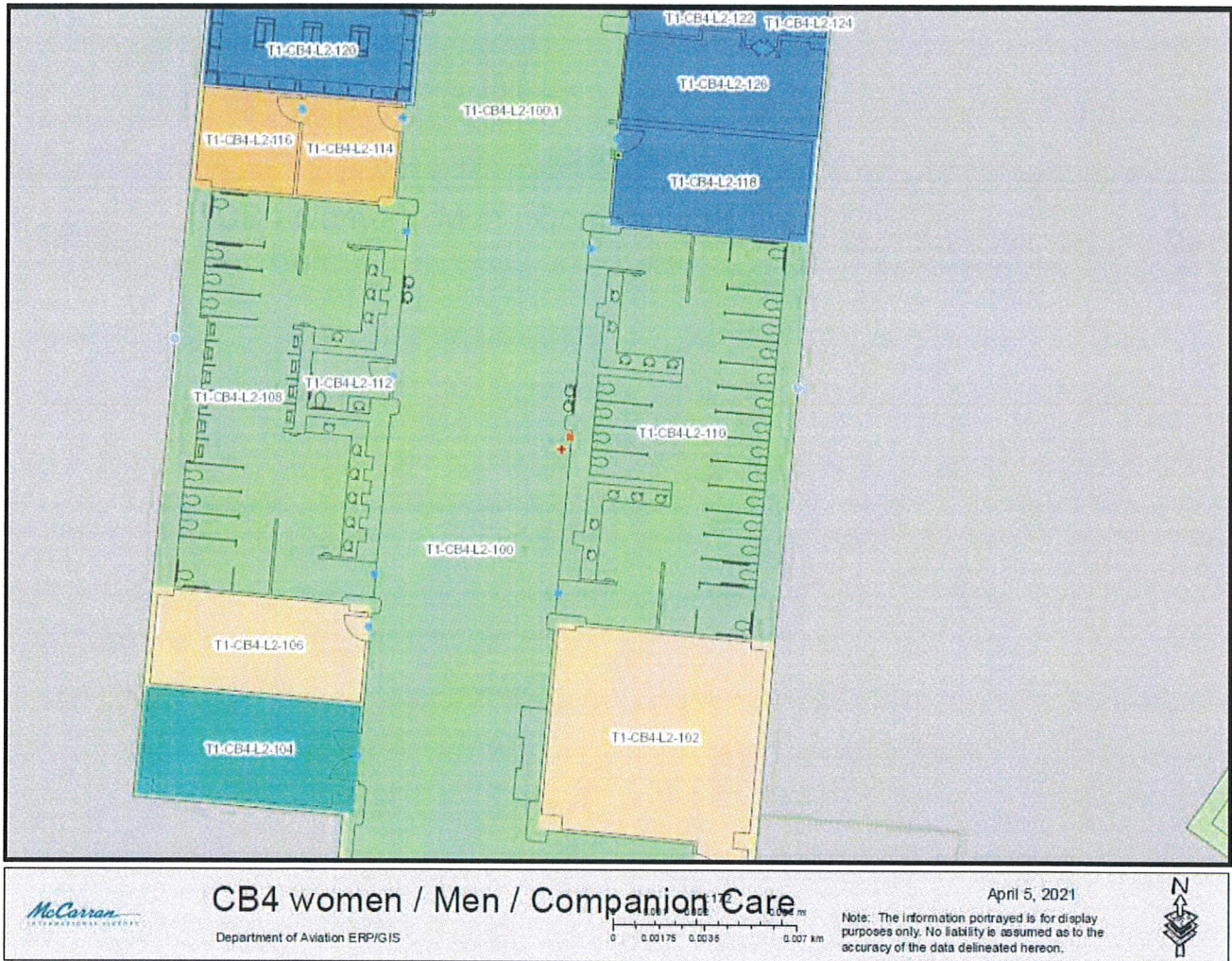


EXHIBIT F
COST PROPOSAL/SCOPE OF WORK
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT MCCARRAN
INTERNATIONAL AIRPORT

CBE 1132

"A, B & C" CONCOURSE- LEVEL 2 RESTROOMS

Statement of Work

- The price presented in this proposal includes the following day porter job training services to A, B, and C Concourses as referenced in *EXHIBIT A - SCOPE OF WORK*.
 - All labor shall be furnished by Opportunity Village, all equipment and consumables furnished by OWNER.

Additional Information

- Proposed Agreement:
 - Payment Terms: Net 30 days.

Price Proposal

- Opportunity Village proposes the following fixed rate for CBE-1132, Day Porter Job Training Restroom Services for A, B, and C Concourses:
 - \$809,784.84 annually / \$67,482.07 monthly

EXHIBIT G
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT
CBE-1132

INSURANCE REQUIREMENTS

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

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

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

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

It is further required that all insurance be on an **occurrence basis** and not a *claim made* basis.

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

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

You must furnish evidence that the above has been complied with **prior** to starting any work or services on your project.

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

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

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



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	
	INSURER A : 3. BEST's RATING	
	INSURER B :	
	INSURER C : COMPANY'S BEST KEY RATING	
INSURED	INSURER D :	
	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 DAMAGE TO RENTED \$ (D) 1,000,000 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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ (L) 5,000,000 AGGREGATE \$ (M) 5,000,000 \$
7.	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

8. DESCRIPTION: CBE No.1132 – LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT MCCARRAN INTERNATIONAL AIRPORT 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.	CBE-1132	TITLE: LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT MCCARRAN INTERNATIONAL AIRPORT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

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

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

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

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

SCHEDULE (if required)

Name of Person or Organization:

Locations and Description of Completed Operations:

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

SECTION II

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

Authorized Agent (print name)

Signature

Date

ATTACHMENT 1
AFFIDAVIT

I, _____, 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. 1132, entitled Labor Service Agreement for Day Porter(Restroom Services) at McCarran International Airport;
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 H
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT
CBE-1132

CONTRACTOR INFORMATION

FOR INFORMATIONAL PURPOSES ONLY:

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 I
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT
CBE-1132

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.

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

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

EXHIBIT J
LABOR SERVICE AGREEMENT FOR DAY PORTER (RESTROOM SERVICES) AT
MCCARRAN INTERNATIONAL AIRPORT
CBE-1132

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 (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, 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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" 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 checked="" 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:

323

Business Information:

Corporate/Business Entity Name:		
(Include d.b.a., if applicable)		
Street Address:	6050 S. Buffalo Drive	Website:
City, State and Zip Code:	Las Vegas, NV 89113	POC Name: Bob Brown
Telephone No:	(702) 262-3707	POC Email: bob@opportunityvillage.org
		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).

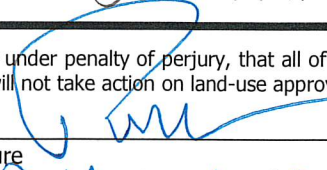
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
N/A	N/A	N/A

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

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature  President and CEO	Print Name Robert M Brown Date 5/20/21
--	---

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 anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT K
FEDERALLY REQUIRED CONTRACT PROVISIONS

McCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA

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EXHIBIT K

FEDERALLY REQUIRED CONTRACT PROVISIONS

GENERAL NOTES

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

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

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

CIVIL RIGHTS - GENERAL

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

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

CIVIL RIGHT – TITLE VI ASSURANCE

A. **Title VI Solicitation Notice**

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

B. **Title VI Clauses for Compliance with Nondiscrimination Requirements**

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

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

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

terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);

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

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" 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 checked="" 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: 323

Business Information:

Corporate/Business Entity Name:	<u>Opportunity Village, ARC</u>		
(Include d.b.a., if applicable)			
Street Address:	<u>18050 S. Buffalo Drive</u>	Website:	
City, State and Zip Code:	<u>LAS Vegas, NV 89113</u>	POC Name:	<u>Bob Braun</u>
Telephone No:	<u>(702) 262-3707</u>	POC Email:	<u>bob@opportunityvillage.org</u>
		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)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?

- ☐ Yes ☒ No
- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
 - Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature: Robert M Braun
 Title: President and CEO

Print Name: Robert M Braun
 Date: 5/20/21

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.

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"Affinity" is a relationship by marriage.

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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