

McCARRAN INTERNATIONAL AIRPORT
CLARK COUNTY, NEVADA
PO Box 11005 Las Vegas NV 89111-1005
(702) 261-5013 FAX (702) 261-3647



CLARK COUNTY DEPARTMENT OF AVIATION
FINANCE PURCHASING & CONTRACTS

REQUEST FOR PROPOSAL
RFP NO. 11-001
EMPLOYEE AND VENDOR INSPECTION SUPPORT SERVICES
ADDENDUM NO. 1

THE RFP PACKAGE IS AVAILABLE AS FOLLOWS:

Clark County Department of Aviation
Administration Building
1st Floor, Purchasing and Contracts
1845 East Russell Road
Las Vegas, NV 89119
(702) 261-5013

A PRE-PROPOSAL CONFERENCE will be held at: **2:00 P.M. on AUGUST 10, 2010** at the:

Clark County Department of Aviation
McCarran International Airport
2nd Floor, Mezzanine Room 4
5757 Wayne Newton Boulevard
Las Vegas, NV 89119
(702) 261-5013

RFP OPENING:

Proposals will be accepted at the Clark County Department of Aviation, Administration Building, 1st Floor, Purchasing and Contracts, 1845 East Russell Road, Las Vegas, NV 89119, **must be submitted and date/time stamped before 3:00:00 p.m. on or before September 3, 2010.** Proposals received late will not be opened.

Hearing impaired customers may obtain information by calling TT/TDD:
Relay Nevada toll-free (800) 326-6868.

Published:

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El Tiempo



Clark County Board of Commissioners
Rory Reid, Chair • Susan Brager, Vice Chair
Larry Brown • Tom Collins • Chris Giunchigliani • Steve Sisolak • Lawrence Weekly





**CLARK COUNTY DEPARTMENT OF AVIATION
FINANCE PURCHASING & CONTRACTS**

RFP CONFIRMATION FORM

**For
RECEIPT OF RFP 11-001**

ADDENDUM NO. 1

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

RFP NO. _____

DESCRIPTION: _____

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

E-Mail Address: _____

FAX THIS CONFIRMATION FORM TO:
ATTENTION: BEKI CUBIO-TORRES AT (702) 261-3647

If you have any questions you may contact Ed Munzing via email edwardm@mccarran.com

HELPFUL RFP INFORMATION

DID YOU KNOW IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY MCCARRAN INTERNATIONAL AIRPORT IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:



OPPORTUNITIES

You may access any of Purchasing's Bid/RFP opportunities via McCarran's website. Please visit www.mccarran.com or telephone (702) 261-5013 for assistance.

In addition, Bid/RFP opportunities are posted for seven (7) days in the local newspaper.

PRE-RFP CONFERENCE ATTENDANCE WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County McCarran International Airport. You are encouraged to attend the pre-proposal conference because it gives you the opportunity to ask questions you may have regarding the RFP document, the requirements, and the RFP process. At the pre-proposal conference, the entire RFP document is reviewed and questions from the attendees are answered.

The date and time of the pre-proposal conference is provided for you on the cover page of the RFP document. **SEE YOU THERE!**



INTERESTED IN BUSINESS OPPORTUNITIES?

The McCarran Disadvantaged Business Enterprise Liaison Officer works with Purchasing to expand the economic prospects of all disadvantaged groups in the business community and promote full and open competition in all procurement and purchasing activities. If you would like the opportunity to discuss business opportunities with Clark County McCarran International Airport, you can contact Dolores Leyva, DBE Liaison Officer, at telephone number (702) 261-5123. **If you have questions concerning how to prepare a bid / proposal, contact the Purchasing Analyst noted in this RFP document.**

**GENERAL CONDITIONS
RFP NO.11-001
EMPLOYEE AND VENDOR SECURITY SCREENING SERVICES
ADDENDUM NO. 1**

1. TERMS

The term "OWNER," as used throughout this document will mean the County of Clark, Las Vegas, Nevada. The term "BCC" as used throughout this document will mean the Board of County Commissioners who is the Governing Body of Clark County. The term "DIRECTOR" as used throughout this document will mean the Clark County Director of Aviation. The term "PROPOSER" as used throughout this document will mean the respondents to this Request For Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

The OWNER is soliciting proposals for employee and vendor security screening services for McCarran International Airport.

3. SCOPE OF PROJECT

Clark County Department of Aviation proposes to contract employee and vendor screening services at McCarran International Airport. The PROPOSER will be responsible for providing all labor 24 hours a day, 7 days a week, 365 days a calendar year. The successful PROPOSER will be awarded the contract.

4. DESIGNATED CONTACTS

The OWNER's representative will be Michael Bennett, Airport Security Administrator, telephone number (702) 261-5721. This representative will respond to questions concerning the scope of work of this RFP. All questions regarding the scope of work must be submitted in writing to the OWNER's Representative. Questions regarding the selection process for this RFP may be directed to Ed Munzing, Purchasing Administrator, Clark County Department of Aviation, fax number (702) 261-3647 or edwardm@mccarran.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for the selection of a proponent or award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

Pre-Proposal Conference:	August 10, 2010
Deadline for Questions:	August 17, 2010
Answers to Questions:	August 19, 2010
Proposals Due:	September 3, 2010
Contract Negotiations:	TBD
Approval to Advertise:	TBD
Award & Approval of the Final Contract:	TBD

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 496 Municipal Airports.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the DIRECTOR. The finalists may be requested to provide the OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFPs as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation.

The OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal the OWNER deems best suited to fulfill the requirements of the RFP. The OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

The fees for the professional services will be negotiated with the PROPOSER(S) selected.

8. EVALUATION INFORMATION

Proposals should contain the following information:

A. Executive Summary

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

The Executive Summary should also include a list of high risk areas which were identified during the proposal process that are reasons for concern. PROPOSER will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful PROPOSER(S) during negotiations.

B. Experience

This section shall include documentation of the PROPOSER's past experience handling screening services at a major airport. Include a brief resume of all similar projects your firm has performed for the past 5 years. Each project listed shall include total cost of project, the name and phone number of a contact person for the project for review purposes. This section shall include documentation of the PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise as defined in **Exhibit C** of the attached contract.

C. Staff Qualifications and Availability

Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

PROPOSER(S) need not indicate the actual names of employees when submitting resumes subject to the requirements of the RFP. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER, upon verbal request, to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

D. Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes:

PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.

Any assumptions.

Any constraints.

Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.

State why the PROPOSER is best suited to perform the services for this project.

E. Financial Statement

Provide a statement that reflects the PROPOSER's financial ability to complete this project. A cash flow statement income, income statement or balance sheet is preferred.

F. Documentation Samples

Provide samples of the documentation formats that will be used to complete the project.

G. Compliance with the OWNER's Standard Contract

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

H. Affiliations

If the project is to be accomplished through an affiliation or joint venture of several firms, the names and address of those firms, shall be furnished for each.

I. Local Familiarity

A statement as to local resources that would be utilized and the degree of the PROPOSER's knowledge and familiarity with the local community's needs and goals.

J. Insurance

The PROPOSER's ability to provide the required certificates of insurance as indicated in the attached sample. (See pages 30 - 33).

K. Business License

The PROPOSER's required business license.

L. Other

Other factors the PROPOSER determines appropriate which would indicate to the OWNER that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

M. Hourly Rate:

PROPOSER shall provide the following:

1. Base Hourly Rate Schedule for each Classification (includes overhead, profit, employee benefits, etc.). (See Exhibit A, page 28)
2. Holiday Hourly Rate to be Paid. (See Exhibit A, page 28)
3. Other benefits offered but not specifically noted herein (please provide specific information).

N. Employee Retention Plan

PROPOSER shall provide its plan of employee retention. Describe in detail how PROPOSER's business will retain its employees and motivate them to continue working for the business. Describe how the OWNER will be impacted by the retention plan.

O. Employee Work Schedule

Provide and describe employee work schedule as per Exhibit "A".

P. Signature Page

PROPOSER shall complete the attached Exhibit D, Signature Page and return with submitted Proposal. Failure in not submitting or acknowledgement of an addendum (as required in Exhibit D) may result in disqualification of Proposal submitted.

9. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

The PROPOSER shall submit 1 clearly labeled original and six (6) copies of their proposal. The name of the PROPOSER's firm shall be indicated on the spine and/or cover of each binder.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of the PROPOSER and the RFP number and title. No responsibility will attach to the OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. **FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

U.S. Mail Delivery

Clark County Department of Aviation
McCarran International Airport
Purchasing Department
P.O. Box 11005
Las Vegas, NV 89111-1005

Hand/Express Delivery

Clark County Department of Aviation
Administration Building
1st Floor, Purchasing
1845 East Russell Road
Las Vegas, NV 89119

For RFP delivery questions, please call (702) 261-5013.

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

10. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Analyst in writing or a proposal release form has been properly filled out and submitted to the Department of Aviation main reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

11. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

12. PROPOSAL COSTS

There shall be no obligation for the OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

13. DOCUMENT SUBMITTAL

PROPOSER(S) is required to submit the Disclosure of Ownership/Principals (Exhibit C) and the Signature Page (Exhibit D) at time of Proposal submittal. Failure to acknowledge Addendums on the Signature Page and/or failure to submit the required documents may result in Proposal rejection.

14. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

15. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addenda will be provided to all PROPOSER(S) in written form from the Purchasing Analyst. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addenda form from the Purchasing Analyst.

16. PUBLIC RECORDS

The OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. PROPOSER(S) are advised that once a proposal is received by the OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by the OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submit the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by the OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify the OWNER if the OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

17. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165 evidence of agreement or collusion among PROPOSERS and prospective PROPOSERS acting to illegally restrain freedom of completion by agreement to bid a fixed price, or otherwise, shall render the bids of such PROPOSERS void.

Advance disclosures of any information to any particular PROPOSER which gives that particular PROPOSER any advantage over any other interested PROPOSERS, in advance of the bid opening, whether in response to advertising or any informal request for Proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular Request for Proposals.

18. PROTESTS

- A. Any person who submits a bid/proposal for this procurement action and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated. The protest must be submitted in writing to the Purchasing Analyst, within three (3) working days after Owner notifies all Bidders of its intent to award. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Analyst will issue a decision in writing to the protestor. Within three (3) working days of receipt of the decision, a protestor may submit to the Purchasing Administrator or his designee its written notice of intent to appeal the decision to the BCC. The Purchasing Administrator or his designee will notify the protestor of the date they may appear to present their appeal to the BCC. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.
- B. If this solicitation has been advertised, the person filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in the State of Nevada, or submit other security, defined as a cashiers check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - 1. 25% of the total value of the bid submitted by the person filing the notice of protest; or
 - 2. \$250,000
- C. The notice of protest filed in accordance with the provision of this section operates as a stay of action in relation to the awarding of any contract until the BCC makes a determination on the protest.
- D. A person who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards the contract.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by any person(s) who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, the Owner may make a claim against the bond or other security in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

19. CONTRACT

A sample of the OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

CONTRACT FOR RFP 11-001

EMPLOYEE AND VENDOR INSPECTION SUPPORT SERVICES

CONTRACT FOR EMPLOYEE AND VENDOR INSPECTION SUPPORT SERVICES
RFP 11-001
ADDENDUM NO. 1

This Contract is made and entered into this _____ day of _____, 2010, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "OWNER"), and //LEGAL NAME// (hereinafter referred to as CONTRACTOR), for employee and vendor security screening services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with an estimated annual budget allowance not to exceed \$_____. OWNER shall have the option to allow for increases in staffing levels, overtime or additional screening staff as required.

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. Further, 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. CONTRACTOR acknowledges that the OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the OWNER may declare the CONTRACTOR in breach of the 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 its 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. The 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 an on-site Manager who will manage the performance of services required under this Contract. 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. 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.
- J. 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.
- K. 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.

L. ANTI – DISCRIMINATION

The 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 subsidizing private discrimination.

It is unlawful for any CONTRACTOR in connection with performance of work under a contract with a public body, when payment of the contract price, or any part of such payment, is to be made from public money, to refuse to employ or to discharge from employment any person because of his race, color, creed, national origin, 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 his race, creed, color, national origin, sex, sexual orientation or age.

Contracts between CONTRACTOR and public bodies must contain the following contractual provisions:

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 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.

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.

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 (\$10,000.00 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 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. Upon award, 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. Successful Bidder 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, successful Bidder 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

Successful Bidder's personnel with a Tan badge can gain access to Landside/Public or Sterile Area work areas with escort. If a Tan badge holder enters an Airport Secured Area/SIDA, successful Bidder 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.

N. SECURITY PROCEDURES AND BADGING

1. CONTRACTOR may apply for either a Maroon, Green or Tan badge for its personnel as applicable. The security identification badge shall be specific to the awarded contract, for which its personnel are assigned. All security badges are obtainable after receipt of Notice of Award and personnel's successful completion of US Customs & Border Protection (CBP) Access Seal background check (if applicable, TSA required criminal history records check and security threat assessment and successful completion of the Airport Security Training Class.

2. Airport Badging Office hours are between 6am – 4:45pm, Monday through Friday, excluding special events and holidays. The Airport Badging Office telephone number is (702) 261-5652. The Airport Fingerprinting Office hours are between 6am – 4:45pm, Monday through Friday, excluding special events and holidays. The Airport Fingerprinting Office telephone number is (702) 261-5686.
3. CONTRACTOR's personnel requiring a Maroon, Green or Tan badge shall undergo a CBP access seal background check (if applicable) of which it may take up to five business days for CBP to provide results. Once CBP check is complete (if applicable), personnel must be fingerprinted, as required by 49 Code of Federal Regulation (CFR), Part 1542. It may take up to fourteen (14) calendar days to receive the results of this Criminal History Records Check. Further, as required by Part 1542, individuals must submit necessary documentation and data for TSA to conduct a security threat assessment. Security Threat Assessment results may also take up to fourteen (14) calendar days to be received. Once Airport has received all results, the employee must attend the Airport Security Training Class. All badges expire on an annual basis. If the term of the contract is longer than twelve (12) months, then CONTRACTOR is required to re-badge all employees assigned to the contract. CONTRACTOR's employees may renew badges beginning 30-days prior to date of expiration. Please note expiration date is date of employee's birthday.
4. A Maroon or Green badge provides access to the Airport Secured Area/SIDA, as stipulated by OWNER and is required when CONTRACTOR has to provide pedestrian escort to Airport Secured Area/SIDA or has to guard a door or gate that allows access to Airport Secured Area/SIDA. Personnel with a Maroon or Green badge may act as escort for persons (visual control) at worksite only and are not authorized to escort vehicles.
5. A Tan badge is authorized by and signed for by OWNER. This badge is required for all other personnel who do not have a Maroon or Green badge. A Tan badge provides access to Landside/Public/Sterile Areas as stipulated by OWNER. Tan badge holders may not be escorted into the Airport Secured Area/SIDA, nor do Tan badge holders have authority to escort and must be screened through the TSA passenger security screening checkpoints prior to entering Airport Sterile Areas.
6. CONTRACTOR will provide OWNER with information on the specific doors/points of entry through which access is required. OWNER will relay access requests to the Airport Badging Office for card readers (Maroon or Green badged personnel only) and to the Facilities Division for keyed doors. Access will be removed after contract completion.
7. Any toolbox, and tools contained within, for work/project duties only, may be brought into the Airport Sterile and Secured Area/SIDA, however, it is subject to search by the Airport and the TSA and must be controlled/secured. Toolboxes may not be taken through the TSA passenger security screening checkpoints.
8. "Airport personnel" includes any and all personnel of the Airport, operator, concessionaires, vendors, contractors, and subcontractors. All of these personnel using tools of the trade (knives and any cutting instrument/tool of any kind) within the Sterile and Secured Area/SIDA must have an Airport Issued Security Identification badge. Non-badged personnel may use necessary tools of the trade in sterile areas under visual supervision and escort of a properly badged person. Tan badged are prohibited from escorted non-badged personnel. Tools not under direct visual supervision must be secured from public access.

O. APPLICATION / DOCUMENTATION

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

P. BADGING AND FINGERPRINTING COST

1. Fingerprinting - \$27.00, with a \$30.00 charge if applicant is a no-show for scheduled fingerprint appointment.
Initial Badge - \$10.00 per badge. \$10.00 if applicant is a no show for scheduled SIDA training class.
Badge Renewal - \$10.00 per badge
Lost / Stolen Badges – 1st Lost - \$50.00, 2nd Lost - \$100.00, 3rd Lost - \$200.00, 4th Lost – No badge issued (Lost Badges – no refunds). Stolen badges are subject to review by a Badge Office Staff Representative.

Q. LOST BADGES

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

R. VEHICLE ESCORTS

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

S. CONTRACTOR'S RESPONSIBILITY

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

T. The CONTRACTOR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form **Exhibit C** prior to any contract award by the Board of County Commissioners.

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

SECTION II RESPONSIBILITY OF OWNER

- A. The OWNER agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, Michael Bennett, Director's Office, telephone number (702) 261-5721 or their designee. OWNER's representative 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 representatives 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 work performed under this Contract on an annual basis 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. Payments

1. Payment of invoices will be made within 30 calendar days after receipt of an accurate invoice that has been reviewed and approved by the OWNER's representative.
2. The OWNER'S representative shall notify the CONTRACTOR in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C. 1 above. Upon resolution of the disputed amount by the OWNER and the CONTRACTOR, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if the OWNER fails to pay CONTRACTOR within 30 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by the OWNER or the CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorney's fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. OWNER shall 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.
6. CONTRACTOR shall submit to OWNER, no less than 90 days prior to end of each fiscal year, an estimated annual amount for the next year.
7. Invoices shall be submitted to Michael Bennett, Airport Security Administrator, Director's Office McCarran International Airport, P.O. Box 11005, Las Vegas, NV 89111-1005.

B. 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 Sections 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.

- C. It is expressly understood that the entire work defined in Exhibit A must be done by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to insure that hours and tasks are properly budgeted for the work to be performed under this Contract.

SECTION VI MISCELLANEOUS PROVISIONS

A. 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 60 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 60 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.
 - c. final invoice must be submitted within ten (10) days after effective date of termination.
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.

B. 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.

C. 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.

D. Insurance

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

E. Indemnity

The CONTRACTOR does hereby agree, to defend, indemnify, and hold harmless the OWNER and the employee, officers and agents of the OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney/s fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the CONTRACTOR or the employees or agents of the CONTRACTOR in the performance of this Contract.

F. 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 request 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.

G. 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.

H. 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.

I. Governing Law

Nevada law shall govern the interpretation of this Contract.

J. Term of Contract

OWNER agrees to retain CONTRACTOR for the period from date of award to June 30, 2011, with the option to renew for six (6) 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.

K. Confidential Treatment of Information

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

L. Price Increases / Decreases

During the life of this Contract, there may be a general published price change. In the event of a decrease, OWNER shall receive the benefit of this change. In the event of an increase, OWNER may allow, upon presentation of suitable proof and thirty (30) calendar days advance written notification, an increase over PROPOSAL price(s). Increases will apply only to services affected by an increase in labor.

Any increase / decrease in employment cost shall be based upon the United States Department of Labor, Bureau of Labor Statistics Wages and Salaries Table 3, Employment Cost Index for total compensation, Private Industry Workers by Industry and Occupation Group, Workers by Occupation Group, Service Workers Indexes. In the event the Contract price is reviewed and adjusted, it will be based upon the change described in the above index.

No increase / decrease shall be allowed earlier than 365 calendar days from the date of Contract award, including thirty (30) calendar days advance written notification. Price increases / decreases shall not be retroactive. All written increase / decrease requests shall be sent to the OWNER's designated contacts as specified in this proposal document. Only one (1) written increase request will be accessed from the successful Proposer on an annual basis.

M. 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: _____

TO CONTRACTOR: _____

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

OWNER:

CLARK COUNTY, NEVADA

By: _____
RANDALL H. WALKER
Director of Aviation

CONTRACTOR:

//LEGAL NAME//

By: _____
//NAME//
//Contact Title//

APPROVED AS TO FORM:

DAVID ROGER
District Attorney

By: _____
E. LEE THOMSON
Chief Deputy District Attorney

**EXHIBIT A
SCOPE OF WORK
RFP 11-001
EMPLOYEE AND VENDOR SECURITY SCREENING SERVICES**

1. SCOPE

The purpose of this Contract is to provide “employee and vendor screening services,” at the Airport. Upon performance of the Contract, provisions, and conditions contained in this Contract, CONTRACTOR will have the privilege to use the designated areas of the Airport, as assigned by the OWNER, for the purpose of providing services, staffing, and scheduling as described hereinafter and for no other purposes except as may be approved in advance, in writing, by the OWNER.

The following services are permitted only at locations specifically identified by the Director of Aviation or designee. If CONTRACTOR is found performing services stated in this Section at any other location at the Airport, this Contract may be terminated. Current location hours are as follows:

Location 1	24 hrs
Location 2	24 hrs
Location 3	16 hrs – no grave shift
Location 4	24 hrs
Location 5	16 hrs – no grave shift
Location 6	16 hrs – no grave shift
Location 7	24 hrs
Location 8	16 hrs – no grave shift
Location 9	24 hrs
Location 10	16 hrs – no grave shift

Employee and Vendor Screening, which for the purposes of this Contract shall be defined as the control of access into the Sterile Areas and/or SIDA of the Airport, as defined in the Airport Security Program, as may be mandated by TSA regulations and/or directives, and to follow the operating procedures as described in this Scope of Work, or as they may be modified from time to time.

Staffing Requirements: CONTRACTOR shall provide sufficient staff to meet the requirements contained in this Scope of Work. The CONTRACTOR will be flexible on all of these items as outlined in this Section, which may be adjusted to meet specific emergency needs. CONTRACTOR shall provide sufficient personnel to handle any delays or other similar emergencies that may arise from time to time. CONTRACTOR and OWNER will agree on the initial number Agents, Lead Agents, and Supervisors. Thereafter, OWNER may increase or decrease the number of Agents, Lead Agents, and Supervisors upon thirty (30) days written notice to CONTRACTOR, however, CONTRACTOR and OWNER agree to maintain a minimum staffing level throughout the term of the Contract. A Supervisor or Lead Agent shall be required to be at the Airport at all times to address CONTRACTOR employee issues.

CONTRACTOR Staff Training with OWNER Staff: CONTRACTOR’s employees will be assigned to doors and/or elevators and will receive initial training by OWNER Staff or designee.

Scheduling Requirements: CONTRACTOR agrees to provide services, twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year at the Airport, including holidays.

CONTRACTOR will contact the Airport Control Center, via radio, in the event that questions or problems arise. CONTRACTOR shall provide its employees with radios at each of the locations specifically identified by the Director of Aviation or designee.

CONTRACTOR will maintain a Sign-In Sheet at each of the locations specifically identified by the Director of Aviation or designee. The Sign-In Sheet will contain a record of the access at those locations, any discrepancies, and/or problems noted.

2. GENERAL

It is the intent of the OWNER to provide world-class aviation services to its customers that utilize McCarran International Airport.

- a. CONTRACTOR shall furnish all management, labor, and supplies necessary for providing efficient and effective services as described in this Contract.
- b. CONTRACTOR shall be responsible to plan, develop, coordinate, manage, and provide the services in accordance with this Contract in order to enhance customer service at the Airport.
- c. If requested, CONTRACTOR shall submit its policies and procedures manual to the Director of Aviation or designee and have such manual approved by the Director of Aviation or designee prior to beginning services and shall have any material changes thereto approved prior to implementation.
- d. The Director of Aviation or designee will have the right to establish reasonable rules and regulations and/or operating directives and CONTRACTOR agrees to comply with such regulations.
- e. CONTRACTOR shall furnish its employees working at the Airport with standardized uniforms as approved by the Director of Aviation or designee. Such uniforms shall be of a color and style distinct from the OWNER employees and shall be representative of world-class and/or high standard of operation. In addition to the required OWNER identification badging, each employee will wear a uniform name tag identifying the employee, the service being provided and the CONTRACTOR's name, and in the case of supervisors, their specific job title. All of the CONTRACTOR's employees must wear their uniforms at all times while performing services under this Contract.
- f. CONTRACTOR shall be fully responsible for the acts or omissions of its agents, employees, CONTRACTORS, subcontractors, or their agents or employees; or any other persons performing services under this Contract.
- g. Employees shall be instructed to park in an area designated by the Director of Aviation or designee at the rates set forth by the Department of Aviation. Current rate is \$20.00 per month per employee.

3. START-UP

CONTRACTOR shall be responsible for preparing and managing an orderly and effective transition and start up of the services under this Contract. This may include, but is not limited to, meeting with the previous service provider and OWNER staff as required.

4. SAFETY

CONTRACTOR shall be responsible for implementing an aggressive Accident Prevention and Safety Program to be used by staff. CONTRACTOR shall be responsible for training all employees on the use of all emergency, fire equipment, and environment hazards and be cognizant of the locations of all such equipment and/or materials. All accidents and incidents involving employees shall be verbally reported to the Director of Aviation or designee immediately, followed by written confirmation of the same containing all pertinent information and in a form approved by the Director of Aviation or designee, within twenty-four (24) hours of the incident.

5. PERSONNEL POLICIES AND PROCEDURES

Personnel relations of employees on the CONTRACTOR's payroll shall be the responsibility of the CONTRACTOR.

- a. CONTRACTOR will employ, train, schedule and assign management and supervisory personnel to sufficiently and competently perform daily management, supervision, record keeping, and customer service duties associated with the efficient and effective operation of the services to be provided under this Contract. All such persons will be selected and assigned based on the highest level of competency, honesty, and courteous service available to operator through diligent recruiting, selection, and training.
- b. There shall be at least one (1) employee designated as a Supervisor on duty during all hours of operations.
- c. All personnel employed by CONTRACTOR to provide services under this Contract shall be fully qualified and licensed under federal, state, and local laws to perform such services.
- d. CONTRACTOR shall remove from its employ in the performance of this Contract, any employee who, in the reasonable opinion of the Director of Aviation or designee, conducts himself or herself improperly, is not qualified or is not licensed to perform the required services.
- e. Employees shall be instructed to park in an area designated by the Department of Aviation at the rates set forth by the Department of Aviation, and shall be appropriately badged in accordance with governing regulations.
 1. Are bonded against theft, embezzlement, and other losses of customer personal property and/or property of the OWNER;
 2. Are familiar with the duties and responsibilities of CONTRACTOR under this Contract;
 3. Are alert, attentive and responsive while on duty;
 4. Do not commit any act, which may bring discredit upon the OWNER;
 5. At all times exercise prudent, mature judgment in taking whatever action is necessary to protect the property of the CONTRACTOR and the customer and to ensure normal, efficient operations;
- f. CONTRACTOR shall ensure that all supervisory personnel assigned to perform the services under this Contract:
 1. Are trained, experienced, and of mature judgment;
 2. Have authority, responsibility, and are able to provide direction to and exercise control over employees;
 3. Are available for immediate response and will respond to all calls for assistance;
 4. Are known to the employees and conduct frequent inspections to ensure that posts, stations, and work areas are properly staffed with qualified employees and areas are kept clean.
- g. To ensure staffing and proper ratios are adhered to, CONTRACTOR shall submit copies of employee work schedules for approval of the Director of Aviation, when requested.
- h. All management and staff personnel of CONTRACTOR shall present a professional, positive, pleasant and courteous attitude. All employees will act in a courteous and helpful manner at all times with all customers and all other employees.
- i. Employees will be considered courteous if they meet the following standards:
 1. Provide a friendly and professional greeting to all customers whenever and wherever they make contact.
 2. Display a positive attitude toward passengers and fellow employees.
 3. Maintain a friendly and attentive demeanor and good posture at all times.
 4. Remain calm when encountering an upset customer, listen carefully, and show empathy to the problem.
 5. Speak English clearly and understandably without using slang.
 6. Never use foul or inappropriate language at any time in any public area.

7. Use proper and courteous vocabulary with customers. Do use words such as "please," "yes," "hello," and "thank you" (or language equivalent).
8. Smile and maintain appropriate eye contact and tone of voice while conversing with customers as well as fellow employees.
9. Respond to customers in areas that may not be within their specific job scope.
10. Do not gather together to chat while on duty.
11. Do not eat or smoke in view of customers.
12. Do not chew gum, eat, or drink in public areas, other than those designated.
13. Always be identifiable as CONTRACTOR's personnel.
14. Do not nap or sleep while on duty.
15. Present a well groomed, neat, clean, and conservative professional appearance.
16. Wear only appropriate accessories.
17. Wear nametag or appropriate identification at all times.
18. Uniform is consistent for the type of job being performed and is neat and clean.
19. Convey information using clearly understandable terms and provide accurate information to customers.
20. Obtain assistance to resolve customers' questions or problems if language barriers arise.

6. WORK AREA STANDARDS

CONTRACTOR shall be responsible for ensuring that the staging area is maintained in a neat, safe, and professional manner. This shall include, but is not limited, the following:

- a. Employee's personal belongings are not visible.
- b. No unauthorized postings in the staging area.
- c. Handwritten, unprofessional, or unauthorized signs are not used.
- d. Wastebaskets are not overflowing and floor area is generally clean.
- e. Supplies and equipment are stored out of sight of customers when not in use.
- f. All inoperable and/or derelict equipment will be removed from the Airport.

7. DETAILED SERVICES

CONTRACTOR shall provide the following detailed services for its customers under this Contract:

Section 1 Representation and Accommodation

- a. Liaise with local authorities as needed.
- b. Indicate that CONTRACTOR is acting as the handling agent for the OWNER.

Section 2 Supervision and Administration

- a. Attend at the Airport as necessary to supervise and coordinate services contracted by OWNER and third parties, as required.
- b. Cooperate with OWNER and third party designated representative, as required.
- c. Ensure that OWNER is timely informed about operational data, including alteration of CONTRACTOR and third party operations.
- d. Ensure that prompt notification of the third party requirements is given to all interested parties, including OWNER.

Section 3 Administrative Functions

- a. Establish and maintain local procedures in accordance with OWNER requirements.
- b. As required, take action on all communications as may be requested by OWNER and/or third party.
- c. Prepare, forward, and file reports/statistics/documents and perform any other administrative duty that may be required by OWNER and the third party.
- d. Prepare the following monthly reports:
 - 1. Monthly invoice with approved time cards.
 - 2. Sign-In Sheets containing a record of the access at the locations, specifically identified by the Director of Aviation, any discrepancies, and/or problems noted.
 Other reports as may be requested by Director of Aviation or designee.
- e. Maintain the CONTRACTOR's own staff manuals, circulars, etc. connected with the performance of the services.
- f. Make available all employees training and safety records, including, but not limited to, security upon required by OWNER.

8. HOURLY RATES

Employee and Vendor Screening Services: CONTRACTOR will submit a monthly invoice detailed by man-hour to the OWNER for any screening services provided for the previous month at the following rates, overtime rates will not apply and the hourly rate will be guaranteed for 365 calendar days from date of award.

Position	Straight Rate	Holiday Rate
Customer Service Agent		
Shift 0500 – 1330	TBD	TBD
Shift 1300 – 2130	TBD	TBD
Shift 2100 – 0530	TBD	TBD
Customer Service Lead Agent		
Shift 0500 – 1330	TBD	TBD
Shift 1300 – 2130	TBD	TBD
Shift 2100 – 0530	TBD	TBD
Customer Service Supervisor		
Shift 0500 – 1330	TBD	TBD
Shift 1300 – 2130	TBD	TBD
Shift 2100 – 0530	TBD	TBD
Manager		
Shift 0800 - 1630	TBD	TBD

CONTRACTOR and OWNER agree to a four (4) hour minimum. The hourly rate will be guaranteed for 365 calendar days. OWNER will be billed per man-hour.

The following shall be considered Holidays for the purpose of this Contract:

- New Years Day – January 1
- Independence Day – July 4
- Labor Day
- Thanksgiving Day
- Christmas Day – December 25

9. STAFF GUIDANCE

NOTE: Sterile Area means passenger level of A/B Gates, C Gates, D Gates, Terminal 2, and other locations as determined by OWNER. These are the areas the public are allowed into after they go through the screening checkpoints.

NOTE: Inspections do not apply to employees going from public areas down to or out the Ramp or Operations Areas located below A/B Gates, C Gates, D Gates, Terminal 2, and other locations as determined by OWNER.

EMPLOYEES MAY NOT BRING PROHIBITED ITEMS INTO THE STERILE AREA. ASK THAT THEY PLEASE PRESENT THEIR AIRPORT BADGE FOR IDENTIFICATION. REMOVE OUTER GARMENTS- SWEATERS, SWEATSHIRTS AND JACKETS. OPEN ALL GYM BAGS, BACKPACKS, PURSES AND BRIEFCASES FOR INSPECTION.

- STEP 1: Match the Airport Badge to employee wearing it.
- STEP 2: Ensure prohibited items are not being carried into the sterile area.
- STEP 3: If employee has a personal brief case, backpack, lunch box, cooler or similar item, he/she must open it for you to make sure he/she is not bringing prohibited items into the sterile area.

To Conduct VENDOR EMPLOYEE / VENDOR DELIVERY INSPECTIONS:

EMPLOYEES MAKING DELIVERIES MAY NOT BE IN POSSESSION OF TSA PROHIBITED ITEMS.

- Follow STEPS 1, 2 and 3 as listed above.
- STEP 4: Visually inspect vendor deliveries into the sterile area to confirm that liquids, gels and aerosols are properly packaged. Properly packaged means commercial, not personal, items are placed within boxes, cartons, containers or racks and are properly sealed and labeled. If packages do not appear to be tampered with, you may allow employee and package into the sterile area.
 - ◇ Commercial items do not have to be shrink wrapped or covered by labels. As an example, bottled water, sodas, in cartons, stacked upon each other but not inside plastic wrap are allowed to be delivered into sterile areas.
 - ◇ Alcoholic beverages/liquor bottles do not have to be wrapped, but the seal over the lid/cap of the bottle must be in place.

EXHIBIT B
RFP 11-001
EMPLOYEE AND VENDOR INSPECTION SUPPORT SERVICES
ADDENDUM NO. 1
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, CONSULTANT SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

Format/Time: The CONSULTANT/VENDOR/CONTRACTOR, shall provide Owner with Certificates of Insurance, per the sample format (page A-4), as evidenced by ACORD Form 25 Certificate of Insurance, written by a firm licensed to write such insurance in the State of Nevada, for coverage's as listed below, and endorsements affecting coverage required by this Agreement 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.

1. Best Key Rating: The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A- VIII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
2. Owner Coverage: The Owner, its officers, employees, agents and volunteers must be expressly covered as additional insured's except on workers' compensation and professional liability insurance coverage's. The CONSULTANT/VENDOR/CONTRACTOR insurance shall be primary as respects the Owner, its officers, employees, agents, and volunteers.
3. Endorsement/Cancellation: The CONSULTANT/VENDOR/CONTRACTOR general and automobile liability insurance policies shall be endorsed to recognize specifically the CONSULTANT/VENDOR/CONTRACTOR contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
4. Worker's Compensation: Worker's compensation insurance in accordance with laws of the State of Nevada covering your employees.
5. Employer's Liability: Employer's liability with a minimum limit of \$500,000.
6. 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 (**Except \$1,000,000 Minimum On Site**):

a.	Bodily Injury	\$5,000,000.	per occurrence
and	b.	Property Damage	\$5,000,000. per occurrence
or	c.	Bodily Injury/Property Damage	\$5,000,000. Combined single limit
7. 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 CONSULTANT/VENDOR/CONTRACTOR and Subcontractors, 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.
8. Umbrella Liability: Umbrella liability insurance **Off Site** coverage that is excess of the primary automobile liability, employer's liability and general liability coverage's 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.
9. 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.

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 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. Failure To Maintain Coverage: If the CONSULTANT/VENDOR/CONTRACTOR fails to maintain any of the insurance coverage's required herein, Owner may withhold payment, order the CONSULTANT/VENDOR/CONTRACTOR to stop the work, declare the CONSULTANT/VENDOR/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 CONSULTANT/VENDOR/CONTRACTOR or deduct the amount paid from any sums due the CONSULTANT/VENDOR/CONTRACTOR under this contract.
12. Damages: The CONSULTANT/VENDOR/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 CONSULTANT/VENDOR/CONTRACTOR, their subcontractors or anyone employed, directed, or supervised by CONSULTANT.
13. Cost: The CONSULTANT/VENDOR/CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).
14. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Department of Aviation, Purchasing, Attention: Senior Financial Office Specialist, 3rd Floor, 5757 Wayne Newton Boulevard, P. O. Box 11005, Las Vegas, NV 89111-1005.
15. 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. Successful Bidder'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) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 5. Automobile Liability (Any Auto)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County
c/o Department of Aviation-Purchasing
5757 Wayne Newton Boulevard
P.O. Box 11005
Las Vegas, Nevada 89111-1005
 9. Authorized Agent Signature

CLARK COUNTY CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER
1. INSURANCE BROKERS NAME, ADDRESS, PHONE & FAX NUMBERS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE		3.BEST'S RATING
COMPANY LETTER	A	COMPANY'S

INSURED
2. NAME, ADDRESS, PHONE & FAX NUMBERS

COMPANY LETTER	B	BEST KEY
COMPANY LETTER	C	RATING
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000
	UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000
	INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$(I) 5,000
5.	AUTOMOBILE LIABILITY	(K)	(L)	(M)	COMBINED SINGLE LIMIT	\$(N) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	UMBRELLA FORM				AGGREGATE	\$
	OTHER THAN UMBRELLA FORM					
6.	<input checked="" type="checkbox"/> WORKER'S COMPENSATION				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASEcPOLICY LIMIT	\$
					DISEASEcEACH EMPLOYEE	\$
	OTHER PROFESSIONAL LIABILITY					

7. DESCRIPTION: **CBE. ### - SERVICES CONTRACT FOR (NAME of SERVICE) ISSUES FOR THE (NAMED DEPARTMENT) DEPARTMENT, 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)**

8. CERTIFICATE HOLDER

CLARK COUNTY
C/O DEPARTMENT OF AVIATION
PURCHASING
5757 WAYNE NEWTON BLVD.
P.O. BOX 11005
LAS VEGAS, NV 89111-1005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

9. Authorized Agent

NAMED INSURED:					
POLICY PERIOD:				ENDORSEMENT EFFECTIVE DATE:	
CONTRACT No.	CBE NO. ##	TITLE:	CONSULTING SERVICES CONTRACT FOR RFID ISSUES FOR THE INFORMATION SYSTEMS DEPARTMENT		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED:

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

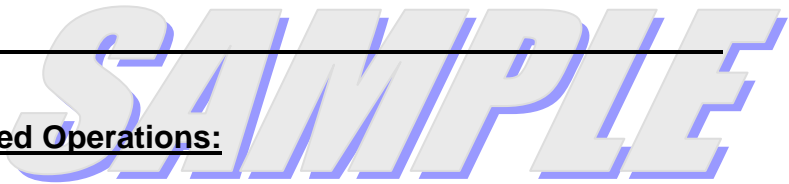
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

Automobile Liability - (\$1,000,000)	Policy No: _____
General Liability - (\$1,000,000)	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

EXHIBIT C DISCLOSURE OF OWNERSHIP / PRINCIPALS

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

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 ("BCC") in determining whether members of the BCC 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 BCC 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.

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

Business Designation Group – 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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

Minority Owned Business Enterprise (MBE):

An independent and continuing Nevada 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 Nevada 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 Nevada 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 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 \$2,000,000.

Nevada Business Enterprise (NBE):

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 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 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
Business Designation Group (For informational purposes only)					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:					
(Include d.b.a., if applicable)					
Business Address:					
Business Telephone:			Email:		
Business Fax:					
Local Business Address					
Local Business Telephone:			Email:		
Local Business Fax:					

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

"Business 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.

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Print Name

Title

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, 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)

EXHIBIT D

RFP 11-001
EMPLOYEE AND VENDOR INSPECTION SUPPORT SERVICES
ADDENDUM NO. 1
SIGNATURE PAGE

Prepared by:

Date: _____

Name of Proposal firm: _____
(Print)

Proposing firm's address: _____

Proposing firm's telephone number: _____

Proposing firm's fax number: _____

Name of person submitting the Proposal: _____
(Print)

(Signature)

Proposer is responsible to ascertain the number of Addendums issued and hereby acknowledges receipt of the following Addendum(s):

Note: Failure in Addendum acknowledgements may result in RFP rejection.

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____

Addendum No. _____, dated _____ Addendum No. _____, dated _____