

CLARK COUNTY, NEVADA REQUEST FOR PROPOSAL

RFP NO. 603180-14 LAUGHLIN REGIONAL PARK CONCESSION OPERATION

The RFP package is available as follows:

- Internet – Visit the Clark County Purchasing and Contracts Division website at <http://www.ClarkCountyNV.gov/Purchasing>. Click on “Current Opportunities” and locate Document No. 603180 in the list of current solicitations.
- Mail – Please fax a request to (702) 386-4914 specifying project number and description. Be sure to include company address, phone and fax numbers.
- Pick up - Clark County Government Center, 500 South Grand Central Parkway, Purchasing and Contracts Division, Fourth Floor, Las Vegas, NV 89106.

A Pre-Proposal Conference and Facility Tour will be held on **MARCH 31, 2014 at 10:00 a.m.**, at the Laughlin Regional Government Center, 101 Civic Way, Laughlin, NV 89029.

If your firm is unfamiliar with the County Request for Proposal (RFP) procedures and would like to obtain training on the submittal process for this RFP, please contact Jim Haining, Senior Purchasing Analyst, at (702) 455-4230 no later than **FRIDAY, MARCH 28, 2014**, and a training session will be provided immediately following the pre-proposal conference referenced above.

Proposals will be accepted at the Clark County Government Center address specified above, on or before **APRIL 18, 2014 at 3:00:00 p.m.**, based on the time clock at the Clark County Purchasing and Contracts front desk.

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GENERAL CONDITIONS

RFP NO. 603180-14 LAUGHLIN REGIONAL PARK CONCESSION OPERATION

1. TERMS

The term "COUNTY," 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 which is the Governing Body of Clark County.

The term "CHIEF FINANCIAL OFFICER" as used throughout this document will mean the Clark County Chief Financial Officer or his designee responsible for the Purchasing and Contracts Division. 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 COUNTY is soliciting proposals for Concession Operations at the Laughlin Regional Park.

3. SCOPE OF PROJECT

Clark County, Nevada is soliciting proposals for a new concession operation at the Laughlin Regional Park (LRP), Laughlin, Nevada. This RFP is for the original development of a bicycle rental and snack bar. This is a new park that extends from Laughlin north along the Colorado River to Davis Dam and Lake Mojave. The park borders Lake Mead National Recreation Area and is less than a two hour drive from Las Vegas and one day from all of Arizona and southern California. There is a commercial airport within a 15 minute drive of the park. The opportunity to develop new commercial facilities and services at a reasonably low financial outlay is unique. It is expected that the new concession can grow rapidly with a dynamic concessionaire. There is no existing competition for the services identified in this Prospectus within LRP.

The concessions services include Bicycle Rental Service and Snack Bar Service at the Pyramid Canyon Day Use area (Snack Bar and Bicycle Rental/Repair Building) of the LRP. Description of requested concession services, include but are not limited to:

Bicycle Rental - Service No. 1

Provide an assortment of bicycles and associated equipment and services for rental to the public. Minimum equipment will include:

- Adult Recreational Mountain Bikes (approx. 15-20 ea) and safety equipment sized to accommodate a variety of men and women.
- Child Bicycle Trailers and associated safety equipment (2 ea)
- Child Recreational Mountain Bikes and safety equipment (4 ea)
- Bike rack in front of store for cyclists
- Minor repair services and equipment sales for personal bicycles including:
 - ✓ Tire/tube repair and replacement
 - ✓ General adjustments to chains, derailleur's, brakes, etc.
 - ✓ General minor repairs

Snack Bar – Service No. 2

Provide a variety of Food and Beverage items to the public. Service items may include:

- Hot dogs/brats, buns and appropriate condiments.
- Pre-made Deli type sandwiches and appropriate condiments.
- Assortment of packaged chips and snack items, i.e. nuts, pretzels, granola and energy bars, candy bars.
- Assortment of fresh fruit (bananas, apples, grapes, etc.) and/or pre-made small green salads.
- Assorted popular soft drinks, ice-tea, and bottled water. No sales with glass containers.
- Bag Ice

Business options for the new concession contract may also include other services that PROPOSERS may suggest as part of their proposals. It is likely that successful PROPOSER will propose a development program that will require minimal investment. Since construction of the park was completed, there has been significant interest in developing concessions. In addition, a golf course is being planned that will be adjacent to the businesses outlined here and add to the overall public recreation use of the immediate area. Additional trails are planned for the area around the golf course that will double the biking opportunities. Thus potential bidders should consider this a basic opportunity to start the business small and be a part of an expanding recreation development.

With a business model that is committed to the provision of new facilities and services, Clark County foresees a successful commercial opportunity. Laughlin Regional Park is already accessible to millions of current visitors that come to Laughlin for entertainment. The location, environment, scenic vistas, water recreation and numerous other year-round outdoor recreation opportunities in the immediate vicinity make this a desirable location. Together, this presents a financially viable business opportunity favorable for the establishment of appropriately designed facilities and services.

4. DESIGNATED CONTACTS

The COUNTY's representative will be Jim Haining, Senior Purchasing Analyst, Clark County Administrative Services Department, Purchasing and Contracts Division, telephone number (702) 455-4230, jhaining@clarkcountynv.gov. This representative will respond to questions concerning the scope of work of this RFP and questions regarding the selection process for this RFP.

5. CONTACT WITH COUNTY DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated County 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 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 Meeting and Facility Tour: March 31, 2014 at 10:00 am Pacific, Laughlin Regional Government Center, 101 Civic Way, Laughlin, NV

Last Day to Ask Questions: April 8, 2014

Last Day County Will Provide Addendum: April 11, 2014

Proposal Due Date: April 18, 2014, 3:00:00 pm Pacific

Finalists Selection: May 2014

Finalists Oral Presentations: May 2014, if requested by County

Final PROPOSER Selection: May/June 2014

Contract Negotiations: May/June 2014

Award & Approval of the Final Contract(s): June 2014

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 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee to assist the PURCHASING ADMINISTRATOR OR HER DESIGNEE. The finalists may be requested to provide the COUNTY a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. The COUNTY 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 COUNTY deems best suited to fulfill the requirements of the RFP. The COUNTY 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. 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 ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

The PROPOSER shall submit one (1) clearly labeled original and four (4) copies of their proposal, including one (1) CD or flash drive with an electronic copy of their proposal, preferably in .pdf format. A single .pdf document of the entire proposal is preferred. The name of the PROPOSER'S firm shall be indicated on the spine and cover of each binder (if used) and CD label.

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 COUNTY 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. Proposals are time-stamped upon receipt. Proposals time-stamped after 3:00:00 p.m. based on the time clock at the Clark County Purchasing and Contracts front desk will be recorded as late, remain unopened and be formally rejected. FAXED OR ELECTRONIC SUBMITTALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/ mailing instructions for proposals:

Hand Delivery

Clark County Government Center
Purchasing and Contracts Division
500 South Grand Central Parkway, 4th Fl
Las Vegas, Nevada 89106

U.S. Mail Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Express Delivery

Clark County Government Center
Attn: Purchasing and Contracts, 4th Fl
500 South Grand Central Parkway
Las Vegas, Nevada 89106

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

9. 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 Purchasing and Contracts Division 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.

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

The COUNTY 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 COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the County may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by the COUNTY, 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 COUNTY 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 COUNTY 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 COUNTY, PROPOSER'S waiver of claims for wrongful disclosure by COUNTY, and PROPOSER'S covenant not to sue COUNTY for such a disclosure.

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an 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 proposals received in response to that particular request for proposals.

17. CONTRACT

A sample of the COUNTY'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.

18. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful PROPOSER will be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

A. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

B. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada.
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on-line regarding Clark County Business Licenses by visiting the website at (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

19. EVALUATION CRITERIA

Proposals should contain the following information:

A. **Organizational Information**

- i. Provide your organization's name, address, internet URL (if any), telephone and fax numbers, include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.

- ii. Provide a brief description of your organization locally, statewide and nationally (if applicable). Include the year your firm was established. Also include gross revenues for 2011, 2012, and 2013 and your most recent Financial Statement)
- iii. Indicate if your firm has an office in Clark County and the year it was established, if any.
- iv. Indicate if your firm is 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.
- v. 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.
- vi. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.
- vii. PROPOSER must provide a statement that firm will comply with insurance requirements in Exhibit D of Sample Contract (attached).
- viii. Provide COUNTY with the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ix. Provide a statement as to local resources (employees residing in Clark County) that would be utilized and the degree of the PROPOSER'S knowledge and familiarity with the local community's needs and goals.
- x. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Contract or that could materially affect COUNTY'S decision.

B. Experience & Staff Qualifications

- i. Include a brief resume of all similar projects your firm has performed for the past 3 years. Each project listed shall include 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.
- ii. 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.
- iii. 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 COUNTY, 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 COUNTY approval.
- iv. Describe and document the applicable licenses which are held by the PROPOSER and its proposed subcontractors.
- v. Provide an organizational chart of your organization.

C. Description of Proposed Project and Work Plan

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

- i. PROPOSER'S concept of the project including the methodology to be used and the major deliverables to be produced, including an operating plan of the proposed concession operations and details for all other proposed solutions and technology. Provide the key elements and unique feature of your proposal by briefly describing how the PROPOSER will accomplish the project.
- ii. Any assumptions.
- iii. Any constraints.
- iv. Proposed schedule (work plan) including tasks, milestones, dates for completion, COUNTY and PROPOSER resource assignments, critical path and COUNTY'S review cycles.
- v. Proposed days and hours of operation, seasonally.
- vi. Menu Samples for Snack Bar. Provide samples of the menu that may be used for the project, which includes proposed menu pricing.
- vii. Services Samples for Bike Rental. Provide samples of the services that may be provided for the project, which includes proposed services pricing
- viii. Documentation Samples. Provide samples of the documentation formats / reports of monthly sales that will be used for the project.

- ix. Description of potential environmental impacts of the concession operations and how you will deal with those impacts. Please describe how you will use sustainable materials and recycling in your operations. Also describe how you will engage with the customers and relate their actions to creating as small an environmental footprint as possible during their visit.
 - x. Description of your customer service plan / employee training plan to enhance the customer experience.
 - xi. Description of your proposed marketing plan and marketing approach to enhance your opportunities for success. This is a new, relatively low-profile business in the Laughlin area and it is not something that most visitors to the area will automatically assume to be available.
 - xii. Description of your understanding of the financial needs of the business and describe your financial capability to meet the necessary financial obligations that will make the concession operations successful.
 - xiii. Provide your estimated start-up costs. Explain the methodology and assumptions used to develop the estimate.
 - xiv. Description of your ability to obtain the required funding to start the operations. Describe the source of the proposed start-up funding including all documentation.
 - xv. Description of the financial viability of the project. Include revenue and expense projections and substantiation for those projections. Also include a pro-forma Income Statement, Operating Assumptions and Cash Flow Statement for the entire term of the contract proposed by you.
 - xvi. State why the PROPOSER is best suited to perform the services for this project.
- D. **Project Fee**
- i. Describe PROPOSER'S rent proposal to rent the facility and provide the services described in their proposal.
 - ii. Describe proposed prices to be charged for bike rentals/repairs and snack bar.
- E. **Compliance with the COUNTY'S Standard Contract**
- Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract.
- This contract will require further customization with required language from the US Bureau of Reclamation with the selected PROPOSER.
- F. **Other**
- Other factors the PROPOSER determines appropriate which would indicate to the COUNTY that the PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

EXHIBIT A – SAMPLE AGREEMENT
CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT, (hereinafter referred to as “Agreement”) entered into this _____ day of _____, 2014, by and between CLARK COUNTY, NEVADA (hereinafter referred to as “OWNER”) and _____ (hereinafter referred to as CONTRACTOR authorized to do business in the State of Nevada for Operation and Management of Concession Operations at the Laughlin Regional Park;

W I T N E S S E T H;

WHEREAS, OWNER owns Laughlin Regional Park (“CONCESSION OPERATIONS”); and

WHEREAS, CONTRACTOR has responded to RFP 603180-14 Laughlin Regional Park Concession Operation; and

WHEREAS, the CONTRACTOR has the personnel and resources necessary to accomplish the project; and

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 Agreement.

NOW, THEREFORE, OWNER and CONTRACTOR, for and in consideration of the covenants and conditions and agreements provided hereinafter, do agree as follows:

ARTICLE I

1.1 DEFINITIONS

- 1.1.1 The term “CONCESSION OPERATIONS”, whenever used herein, means Laughlin Regional Park concession area/operations and all property and improvements contained within its boundaries at the date of this Agreement or at any other future date during the term of this Agreement.
- 1.1.2 The term “OWNER”, whenever used herein, means Clark County, Nevada, as represented by the Clark County Board of Commissioners, and where this Agreement speaks of “Approval by OWNER”, such approval means action by the Clark County Board of Commissioners.
- 1.1.3 The term “CONTRACTOR”, whenever used herein, means Company, entering into this Agreement as the owner and operator of the CONCESSION OPERATIONS at the Laughlin Regional Park, as described herein.
- 1.1.4 The term “EFFECTIVE DATE”, whenever used herein, means the date of approval of this Agreement by OWNER, as set forth in Section 1.2.1.
- 1.1.5 The term “ASSIGNED AREA”, whenever used herein, means the OWNER-owned concession area and property, to be assigned to CONTRACTOR during the term of this Agreement as described in Section 1.3, and at the locations as designated on Attachment “2”, attached hereto and made a part hereof.
- 1.1.6 The term “CONCESSION FEE”, whenever used herein, means the dollar amount of Gross Revenues or Minimum Annual Guarantee, wherever applicable, pursuant to Section 1.5 entitled COLLECTIONS OF FUNDS AND FEES PAYABLE TO OWNER.

1.2 TERM

- 1.2.1 The Effective Date of this Agreement will be the date award through June 30, 2017, with the option to renew for two (2) one-year periods, subject to the provisions of Sections herein. During this period, CONTRACTOR agrees to provide services as required by OWNER within the scope of this Agreement.
- 1.2.2 If, at the expiration of Agreement, another operation is awarded these locations, this Agreement shall be extended on a month-to-month basis and shall remain in full force and effect until the new operator commences business.

1.3 ASSIGNED AREA

Upon performance of the agreements, provisions and conditions contained in this exclusive Agreement, OWNER will assign to CONTRACTOR the use of OWNER-owned CONCESSION OPERATIONS, as described on Attachment “2”, attached hereto and made a part hereof.

OWNER may, in its sole discretion, alter, modify, reassign, or suspend the entire CONCESSION OPERATIONS or portions thereof for other purposes.

- 1.3.1 CONTRACTOR accepts the ASSIGNED AREA in its present condition and acknowledges that it has inspected the same and is fully cognizant of the present conditions, including but not limited to, structural requirements and utilities.
- 1.3.2 OWNER to provide improvements to ASSIGNED AREA and agreed upon by both parties as funding is available. CONTRACTOR will be required to make all tenant improvements. OWNER will provide a conceptual rendering of the proposed concession area as well as color and materials board.
- 1.3.3 Future modifications to the ASSIGNED AREA will be accomplished through a written letter to OWNER, detailing the specific terms and conditions, if applicable. It is hereby understood and agreed that any new space assignments will be under the general terms and conditions as may be needed to meet the operational needs of the CONCESSION OPERATIONS, as determined by OWNER. Any unauthorized removal, relocation and/or installation of OWNER equipment without OWNER approval, shall be considered a material breach of this Agreement and written notice will be given by OWNER of such breach. CONTRACTOR will have thirty (30) days to remedy the breach cited in the written notice. If no action is taken by CONTRACTOR, OWNER will have the right to cancel this Agreement under the terms of Section 2.14 entitled TERMINATION BY OWNER.
- 13.4 CONTRACTOR is restricted to operating within the confines of ASSIGNED AREA, as described in Attachment “2”, unless permitted, in writing, by OWNER. If, in the sole judgment of OWNER, CONTRACTOR is operating outside of the approved ASSIGNED AREA, CONTRACTOR shall immediately remove any and all furnishings, equipment, or personnel within twenty-four (24) hours of notification by OWNER, either orally, electronically, or in writing. If CONTRACTOR fails to remedy the violation, or if the violation habitually recurs, it shall be considered a material breach of this Agreement, and OWNER will have the right to cancel this Agreement under the terms of Section 2.14 entitled TERMINATION BY OWNER.

1.4 USE

- 1.4.1 CONTRACTOR will have the right to occupy and operate from the ASSIGNED AREA as herein set forth, and for other business purpose necessary and incidental thereto, but not for any other purpose.
 - 1.4.1.1 CONTRACTOR will offer from the ASSIGNED AREA concession operations at the Laughlin Regional Park located at _____, Laughlin, NV 89029.
 - 1.4.1.2 It is understood and agreed by the parties that the right and privilege to offer services from the Premises are limited by the terms and conditions of this Agreement. If, in the sole judgment of the OWNER, CONTRACTOR is promoting or offering for sale services not included within the scope of the purpose of this Agreement or of a quality less than considered top quality, it will be considered a material breach of this Agreement, and written notice will be given by the OWNER of such breach. CONTRACTOR will have twenty-four (24) hours to remedy the breach cited in the written notice. If no action is taken by CONTRACTOR, OWNER will have the right to cancel this Agreement under the terms of Section 2.14 entitled TERMINATION BY OWNER.
 - 1.4.1.3 CONTRACTOR shall provide a variety of merchandise and services specified in Attachment “3”
 - 1.4.1.4 The OWNER may request, at CONTRACTOR’s sole expense, on an annual basis, a survey, by random sample, of a minimum of five percent (5%) of its customers regarding the services provided by CONTRACTOR at the CONCESSION OPERATIONS. CONTRACTOR shall consult with the OWNER concerning the contents of such survey, which contents shall be subject to the OWNER’s approval, which such approval shall not be unreasonably withheld. The CONTRACTOR’s report of survey results must be sent directly to the OWNER and should include, but not be limited to, the types of customers interviewed and quality of services provided. The results of the surveys will be reviewed by the OWNER and the CONTRACTOR.
 - 1.4.1.5 This Agreement is not exclusive. OWNER may use any service provider to provide services for events at the Laughlin Regional Park.

1.4.2 Hours of Operation

CONTRACTOR will provide concession operations to the park visitors, Monday through Sunday between the hours of 9:00 a.m. and 4:00 p.m. Initial staff shall consist of one (1) full-time and one (1) part-time person. Adjustments to staffing levels and operating hours will be made as needed with prior approval of the OWNER or its designated representative, to maximize concession operations profitability. **[To be customized based upon negotiations]**

1.5 COLLECTIONS OF FUNDS AND FEES PAYABLE TO OWNER

Commencing upon the date of award of this Agreement, CONTRACTOR will pay fees to OWNER as follows:

1.5.1 Collection of Funds and Payment of Fees

Fees are due and payable on or before the first of every month, and late fees begin accruing after the fifth (5th) day of each month, CONTRACTOR shall submit a monthly fees check in the amount of \$_____. Check shall be made payable to the Clark County Treasurer. Late fee shall be 25.00 per day during the first 30 days.

1.5.2 Operating Expenses

CONTRACTOR shall be responsible for ALL operating expenses associated with the CONCESSION OPERATIONS concession operations, to include but not limited to labor costs, (including taxes and benefits paid to personnel), liability insurance, licenses, permits, background checks, office supplies, uniforms, telephone, signage and banking fees.

1.5.3 Redetermination of Rent

OWNER retains the right to redetermine the rental fee no more frequently than one (1) year from the date of award, and one (1) year from any subsequent determination. OWNER retains the right to reasonably re-establish the rental fee paid by CONTRACTOR, subject to written notice to CONTRACTOR at least three (3) months prior to the approval date of such re-established rental fees. In the event CONTRACTOR does not agree with such redetermined rental fees, it will have the right to cancel this Agreement with ninety (90) days prior written notice to OWNER. Should CONTRACTOR fail to give notice of cancellation and/or its objection to such redetermination within ninety (90) days, then it shall be conclusively presumed to have accepted the new rate or rates of compensation established by OWNER.

1.6 METHOD OF PAYMENT AND REPORTS

1.6.1 All payments due to be paid by CONTRACTOR to OWNER will be by check made payable to “Clark County Treasurer”, and delivered to the Clark County Department of Parks and Recreation 2601 East Sunset Road, Las Vegas Nevada 89120. Attention: Director, or to such other place as designated by written notice to CONTRACTOR by OWNER.

1.6.2 In the event the date of award of the fees due hereunder falls on any day other than the first or last day of a month, the fees due for that first month will be paid on a pro rata basis.

1.6.3 Any amounts due to OWNER from CONTRACTOR, whether for rental fees, utilities, maintenance or other charges that become due to OWNER under Section 1.5 entitled COLLECTIONS OF FUNDS AND FEES PAYABLE TO OWNER or as provided elsewhere in this Agreement, will be due and payable by CONTRACTOR on the first (1st) of each month and late by the fifth (5th) of each month.

1.6.4 In the event any required payment is not made by CONTRACTOR as required and remains unpaid for a period of thirty (30) days or more beyond the due date, OWNER will be entitled to, and CONTRACTOR will pay to OWNER, interest at the rate of twelve percent (12%) per annum on all amounts unpaid and which have remained unpaid thirty (30) days past the due date.

1.7 RECORDS AND AUDIT

1.7.1 CONTRACTOR shall maintain accurate and complete financial books, records, accounts, and data of all the CONTRACTOR's activities pursuant to this Agreement. The CONTRACTOR shall keep all records available at any time at their principle place of business within Clark County, Nevada, or another location as approved in writing by OWNER, Monday through Friday, 7:00 AM to 6:00 PM for the inspection by OWNER or such agents, employees, accountants or auditors as the Director of Real Property Management or designee may designate.

- 1.7.1.1 In the event that such books, records, accounts, and data are not maintained at CONTRACTOR's principal place of business within Clark County, Nevada, as stated herein, CONTRACTOR shall be responsible for the transportation and delivery, including any associated costs, of any records requested for inspection to and from a location designated by OWNER.
- 1.7.1.2 If CONTRACTOR fails to produce such records in Clark County, Nevada, OWNER may, at CONTRACTOR's expense, send its agents, employees, accountants or auditors to conduct such inspection. CONTRACTOR shall reimburse OWNER for all travel expenses incurred by OWNER to perform the inspection of such records as may be required under this Agreement.
- 1.7.1.3 Such books, records, accounts, and data shall be maintained in such a way that they are readily auditable, be consistent with Generally Accepted Accounting Principles, and conform to all applicable laws. Such financial records and reports will be kept for a period of five (5) years from the end of CONTRACTOR's fiscal year (or longer if required by law) or until the final disposition of any claims or litigation arising out of the performance of this Agreement, whichever is longer.
- 1.7.2 OWNER reserves the right to require CONTRACTOR to implement and maintain an effective internal control system which assures the proper recording and reporting of Gross Revenues and the associated rental fees. CONTRACTOR may be required, at OWNER's discretion, to show documentation of its internal control system to OWNER for approval prior to commencing operations or in conjunction with any audit, examination, or review as described in Section 1.7.3.
- 1.7.3 The Director of Parks and Recreation or designee will at any time have the right to cause an audit, examination, or review of CONTRACTOR's business records and activities pursuant to this Agreement to be made by a Certified Public Accountant or other auditor of the Director of Parks and Recreation or OWNER's selection.
 - 1.7.3.1 CONTRACTOR shall retrieve and provide all books, records, accounts, and data within five (5) business days of any request made by such Certified Public Accountant or other auditor.
 - 1.7.3.2 CONTRACTOR shall provide responses to any inquiries and/or findings within ten (10) business days of such request throughout the course of such audit, examination, or review.
 - 1.7.3.3 If CONTRACTOR fails to respond and/or provide requested information within the required time frame, it shall be considered in default of this Agreement. OWNER, as a cumulative remedy, may cancel this Agreement under the terms of Section 2.15 entitled, TERMINATION BY OWNER.
 - 1.7.3.4 CONTRACTOR agrees to provide appropriate workspace and access to copiers, fax machines and other office equipment needed in conjunction with such audit, examination, or review without charge to OWNER.
 - 1.7.3.5 If such audit, examination, or review discloses any willful or intentional inaccuracies, this Agreement, at the option of the Director of Real Property Management or designee and as a cumulative remedy, may be thereupon canceled or terminated.
 - 1.7.3.6 Revenue Reports, Statements, Calculation and Annual Payment Settlement Within thirty (30) days following the end of each contract year, CONTRACTOR will furnish to OWNER a statement of annual gross revenues for that period. CONTRACTOR shall calculate the percentage rent due for the CONCESSION OPERATIONS concession operations. Any percentage rent due will be paid within thirty (30) days following the end of the contract year.

1.8 PRICING POLICY

The OWNER retains the right, at its sole discretion, to approve all initial and future fees and prices to be charged by CONTRACTOR to its customers and all subsequent changes made to the CONTRACTOR's fee schedule.

1.9 FACILITIES AND SERVICE TO BE PROVIDED BY OWNER

In the operation of CONTRACTOR's activities within the ASSIGNED AREA, OWNER will provide the following:

- 1.9.1 An area for the operation of the CONCESSION OPERATIONS concession operations described in Section 1.3 entitled ASSIGNED AREA.
- 1.9.2 Maintenance and repair of ASSIGNED AREA, except damage caused by actions or inactions of CONTRACTOR, its employees, invitees, contractors, agents, customers, subleases, successors, and assigns.

1.9.3 Basic lighting fixtures for illumination to adequately distinguish area and standard electrical current usage provided for the operation of the CONCESSION OPERATIONS concession operations. Extraordinary charges will be at the expense of CONTRACTOR, as further defined in section 1.10.3.

1.9.4 Heat and air conditioning at the ASSIGNED AREA.

1.10 FACILITIES, MAINTENANCE AND REPAIR TO BE PROVIDED BY CONTRACTOR

It is understood that CONTRACTOR will provide and maintain:

1.10.1 All improvements, equipment, and furnishings required for CONTRACTOR's operation. All improvements will include, but not be limited to, the necessary finishes, electrical, telephone, communication conduit, and accessories, piping, ductwork, equipment, and fixtures to complete the appearance and operating characteristics of the CONCESSION OPERATIONS concession operations.

1.10.2 CONTRACTOR will provide and use suitable, covered, sturdily-constructed receptacles which are screened from public view for all garbage, trash, and other refuse created on or arising in connection with the activities conducted in the ASSIGNED AREA. CONTRACTOR will be responsible for the removal and disposal of all garbage, debris, contaminants, and any other waste material (whether solid or liquid) from the ASSIGNED AREA or out of its operation. Such removal will conform to all governmental requirements and regulations.

1.10.3 Connection of additional utilities and recurring periodical charges to operate the ASSIGNED AREA which are over and above the basic utilities provided by OWNER, and repair and restoration of any circuits interrupted as a result of excessive power usage.

1.10.4 Building structural repairs and maintenance as a result of negligent or willful actions or non-actions of CONTRACTOR, its clients, employees, agents, contractors, or subcontractors.

1.11 MAINTENANCE AND REFURBISHMENT OF ASSIGNED AREA

1.11.1 CONTRACTOR agrees to maintain the ASSIGNED AREA and any improvements placed thereon by CONTRACTOR to such a standard of appearance as is suitable to OWNER in order that said ASSIGNED AREA will not diminish or in any manner detract from the appearance of the CONCESSION OPERATIONS concession operations' interiors. Should CONTRACTOR fail to maintain the ASSIGNED AREA and improvements in the manner described above, OWNER may, but is not obligated to, effect such maintenance or make repairs thereon and thereto which it feels are necessary, and charge the same at the sole expense of CONTRACTOR, plus a fifteen percent (15%) administrative fee.

1.11.2 Capital investment in the subject ASSIGNED AREA shall be undertaken in such amounts and at such times, as necessary in order to prevent ASSIGNED AREA from appearing worn or shabby to its patrons. The determination as to whether ASSIGNED AREA appear worn or shabby shall be made by OWNER, in its sole and absolute discretion, and such determination shall be final and binding upon CONTRACTOR.

1.12 STANDARDS OF OPERATION

1.12.1 CONTRACTOR will furnish service on a fair, reasonable, and nondiscriminatory basis to all users of the CONCESSION OPERATIONS concession operations. CONTRACTOR will maintain and operate the concession in a first-class manner and will keep the leased ASSIGNED AREA in a safe, clean, orderly, and inviting condition at all times satisfactory to OWNER. CONTRACTOR will maintain continuously the necessary licenses for the operation of the business at the CONCESSION OPERATIONS, and service will be prompt, clean, courteous, and efficient.

1.12.2 The standards of operation, as pertaining to the quality of service from ASSIGNED AREA afforded the general public, will be at least equal to the quality of service offered at similar operations of a high-commercial standard. At all times the general public will be given the highest consideration in matters affecting the operation and use of ASSIGNED AREA.

1.12.3 CONTRACTOR shall plan, develop, coordinate, manage and operate the CONCESSION OPERATIONS in accordance with the terms and conditions of this Agreement. At all times the general public will be given the highest consideration in matters affecting the operation and use of ASSIGNED AREA.

- 1.12.4 Reasonable questions or complaints regarding CONTRACTOR's compliance with Scope of Services or management and operation of the service, whether raised by customer complaint or by OWNER, may be submitted in writing by OWNER to CONTRACTOR, and a written response shall be provided by CONTRACTOR within seven (7) calendar days thereafter. Additionally, at the request of OWNER, CONTRACTOR shall meet with OWNER to review any complaints or concerns and to promptly correct any deficiencies. Failure to comply with this section shall be considered a material breach of this Agreement and could result in termination in accordance with Section 2.14 TERMINATION BY OWNER.
- 1.12.5 Any questions or complaints regarding the standards of service at the ASSIGNED AREA or other standards of operation or public safety will be subject to review by OWNER. OWNER may take any such action as it deems appropriate in the particular circumstances. Continued violation of this Section will be suitable grounds for termination of this Agreement as provided.
- 1.12.6 CONTRACTOR will conduct its operation in an orderly and proper manner so as not to annoy, disturb, or be offensive to customers, patrons, or other tenants or the general public at the CONCESSION OPERATIONS. All employees will be trained by CONTRACTOR to render a high degree of courteous and efficient service.
- 1.12.7 CONTRACTOR will prohibit its employees from soliciting business from the general public by vocally or otherwise attracting attention or by leaving the ASSIGNED AREA for personal contact with the general public.
- 1.12.8 All personnel in the employ of CONTRACTOR in its CONCESSION OPERATIONS, while on duty, will at all times wear uniforms which are in a clean, neat, well-fitting condition with logo identifying the CONTRACTOR name and name identification tags.
- 1.12.9 Whenever electric or otherwise motorized carts or vehicles are used in connection with this concession, CONTRACTOR agrees to abide by rules, regulations or other method of control as may be established by OWNER. Such operation will only be in such areas and at such times as approved by OWNER. All equipment used by CONTRACTOR must be approved by OWNER and maintained in a manner acceptable to OWNER.
- 1.12.10 CONTRACTOR shall maintain, at its expense, a separate telephone number for the operation of its services, which shall be retained by OWNER after termination of this Agreement.
- 1.12.11 CONTRACTOR shall maintain, at its expense, all interior and exterior maintenance of ASSIGNED AREA for the operation of its services, which shall be retained by OWNER after termination of this Agreement. If OWNER provides for the janitorial services for the ASSIGNED AREA in conjunction with OWNER's janitorial services, CONTRACTOR shall reimburse OWNER monthly for the cost of such janitorial services.
- 1.12.12 CONTRACTOR shall have all applicable licenses and certifications required for the operation of food services.

1.13 RIGHTS OF OWNER'S DESIGNATED REPRESENTATIVE

The OWNER's Designated Representative, in their sole discretion, shall at all times have the right to approve or disapprove any and all policies and procedures governing the operation of the CONCESSION OPERATIONS, including fees, hours of operation, staffing, and other matters relating to the operation.

1.14 CONTROL OF PERSONNEL

CONTRACTOR will employ a sufficient number of personnel to handle the operations and respond to customer inquiries and needs of the business herein authorized. CONTRACTOR will, in and about the ASSIGNED AREA and elsewhere upon the CONCESSION OPERATIONS, exercise reasonable control over the conduct, demeanor and appearance of its officers, employees, invitees, agents, representatives, contractors, subcontractors and suppliers, and their conduct shall be in an orderly and proper manner so as not to annoy, disturb or be offensive to others. All employees of CONTRACTOR must conduct themselves at all times in a courteous manner toward the public and at all times act in accordance with the CONCESSION OPERATIONS Rules and Regulations and/or CONCESSION OPERATIONS Operating Directives. Upon objection from OWNER to CONTRACTOR concerning the conduct, demeanor or appearance of such persons, CONTRACTOR will, within a reasonable time, remedy the cause of the objection.

ARTICLE II

2.1 ASSIGNMENT

2.1.1 CONTRACTOR will not assign its rights or duties hereunder or any estate created hereunder, in whole or in part, except with the prior written consent of OWNER. OWNER agrees to provide such consent if the proposed Assignee presented is a “proper and fit” person or entity, which means one having (1) demonstrated experience in the management of comparable operations (i.e., at least five (5) years of such management experience or a contractual relationship with a manager with such minimum experience), and (2) financial resources sufficient, in OWNER’s reasonable business judgment, to be financially secure to perform CONTRACTOR’s obligations hereunder. Any such consent or the denial thereof will not be unreasonably withheld. Further, any such assignment will be specifically subject to all provisions of this Agreement. Any assignment without OWNER’s consent is void.

2.1.1.1 Any voluntary transfer of fifty percent (50%) or more of CONTRACTOR’s stock will be deemed an assignment.

2.1.1.2 Before any assignment will become effective, the assignee will, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term thereafter. When seeking consent to an assignment hereunder, CONTRACTOR will submit a copy of the document or instrument of assignment to OWNER.

2.1.1.3 Any transfers of partners of CONTRACTOR or shareholders or partners of partners of CONTRACTOR or heirs for estate purposes will not be considered an assignment hereunder.

2.1.2 No Release of CONTRACTOR

2.1.2.1 Regardless of OWNER’s consent, no subletting or assignment will release CONTRACTOR of CONTRACTOR’s obligation or alter the primary liability of CONTRACTOR to pay the rent and to perform all other obligations to be performed by CONTRACTOR hereunder.

2.1.2.2 The acceptance of rent by OWNER from any other person will not be deemed to be a waiver by OWNER of any provision hereof.

2.1.2.3 Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting. Prior written consent of OWNER will be required for any sublease executed by CONTRACTOR.

2.1.3 Mergers and Consolidations

Notwithstanding the foregoing, CONTRACTOR will not be required to obtain OWNER’s consent to an assignment or sublease to a Permitted Assignee of CONTRACTOR. For purposes of this paragraph, the term “Permitted Assignee” shall mean any firm, person, corporation, Partnership or other entity now or hereafter directly or indirectly in Control of, controlled by, or under common control with CONTRACTOR or its principles; or into which or with which CONTRACTOR merges or consolidates; or which acquires all or substantially all of CONTRACTOR’s stock, partnership Interests or assets; or which acquires ten (10) or more of CONTRACTOR’s stores. CONTRACTOR agrees to provide to OWNER notice of any assignment or Sublease to a Permitted Assignee within thirty (30) days after completion of transaction.

2.1.3.1 Transfers of shares of stock of Agreement between and among members, their spouses or children shall not be deemed an assignment. CONTRACTOR agrees to notify OWNER within thirty (30) days after changes in stock Ownership affecting control of CONTRACTOR.

2.2 SUBLEASING

CONTRACTOR will not sublease, rent, or permit any persons, firms, or corporations to occupy any part of the ASSIGNED AREA without having first received the written consent of OWNER. OWNER’s written consent to such sublease may contain and be subject to reasonable conditions deemed appropriate by OWNER. Any arrangements must be in the form of a written instrument and must be specifically for purposes and uses of the ASSIGNED AREA as authorized under this Agreement, and subject to the provisions of this Agreement. CONTRACTOR will submit a copy of such writing at the time of requesting consent of OWNER.

2.3 SUCCESSORS AND ASSIGNS

All covenants and conditions of this Agreement will extend to and bind the legal representatives, successors, and assigns of the respective parties hereto and all Agreements with assignees or sub lessees will include all provisions contained in this Agreement.

2.4 SIGNS AND ADVERTISING

- 2.4.1 CONTRACTOR will not erect, install, operate, or cause or permit to be erected, installed, or operated in or upon the CONCESSION OPERATIONS Building, except as provided in Section 2.5.2, any signs or other similar advertising devices for its own business.
- 2.4.2 Any identifying signs attached to the ASSIGNED AREA will require the prior written approval of OWNER. Such written consent may consider factors including, but not limited to, size, type, content, and method of installation.
- 2.4.3 CONTRACTOR will not commission, install, or display any third party advertising without the written approval of OWNER. Such advertising shall be subject to standard CONCESSION OPERATIONS advertising fee schedule and shall be in conformance with the CONCESSION OPERATIONS Advertising Policy.
- 2.4.4 CONTRACTOR will not commission, install or display any work of art without the prior written approval of OWNER, and without a full written waiver by the artist of all rights under the Visual Arts Rights Act of 1990, 17 U.S.C. (Sections 106A and 113).

2.5 ENTRY AND INSPECTION OF ASSIGNED AREA

OWNER, its authorized officers, employees, agents, contractors, subcontractors, or other representatives will have the right to enter upon the ASSIGNED AREA for the following reasons:

- 2.5.1 To inspect at reasonable intervals during regular business hours (or any time in case of emergency) to determine whether CONTRACTOR has complied, and is complying, with the terms and conditions of this Agreement.
- 2.5.2 For the purpose of inspecting the ASSIGNED AREA and for fulfilling OWNER's obligations hereunder, provided however, that such entry will be at such times and in such manner as to not unreasonably interfere with the operations of CONTRACTOR. OWNER may, however, enter at any time for emergency repairs or maintenance without responsibility to CONTRACTOR for loss of business.

No such entry by or on behalf of OWNER upon these ASSIGNED AREA will cause or constitute a termination of this Agreement nor be deemed to constitute an interference with the possession thereof nor constitute a revocation of or interference with any of CONTRACTOR's rights in respect thereof for exclusive use of the ASSIGNED AREA. During any such entry by OWNER, OWNER will use reasonable efforts to avoid or minimize interference with CONTRACTOR's ordinary business operation of the ASSIGNED AREA.

The inspections contemplated by the parties to this Agreement, pursuant to this Section, are for the sole benefit of the parties. No benefit to any third party is contemplated nor intended.

2.6 INTENTION OF PARTIES

This Agreement is intended solely for the benefit of OWNER and CONTRACTOR and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the ASSIGNED AREA by OWNER is solely for the benefit of OWNER and CONTRACTOR.

2.7 LIENS

CONTRACTOR shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the ASSIGNED AREA or any improvements thereon.

Should CONTRACTOR cause any improvements to the ASSIGNED AREA, CONTRACTOR shall cause any contract with any contractor, designer, or other person providing work, labor, or materials to ASSIGNED AREA to include the following clause: "Contractor agrees on behalf of itself, its subcontractors, suppliers and consultants and their employees, that there is no legal right to file a lien upon OWNER-owned property, and will not file a mechanic's lien or otherwise assert any claim against OWNER on account of any work done, labor performed or materials furnished under this Agreement. Contractor agrees to indemnify, defend, and hold OWNER harmless from any liens filed upon OWNER's property and shall promptly take all necessary legal action to ensure the removal of any such lien, at Contractor's sole cost."

However, should any lien be placed on the ASSIGNED AREA or any improvements thereon, CONTRACTOR will cause to be removed any and all liens of any nature including, but not limited to, tax liens and liens arising out of or because of any

construction or installation performed by or on behalf of CONTRACTOR or any of its contractors or subcontractors upon CONTRACTOR's ASSIGNED AREA or arising out of or because of the performance of any work or labor to it or them at said ASSIGNED AREA or the furnishing of any materials to it or them for use at said ASSIGNED AREA. Should any such lien be made or filed, CONTRACTOR will bond against or discharge the same within thirty (30) days after written request by OWNER.

2.8 RULES AND REGULATIONS

CONTRACTOR hereby agrees to be bound in the operation of its service at the CONCESSION OPERATIONS by all Nevada Revised Statutes, OWNER Ordinances or other such governmental regulations, whether municipal, state or federal, including, but not limited to, all environmental laws, and will immediately, upon request, verify compliance to any such requirement. CONTRACTOR must adhere to the CONCESSION OPERATIONS Rules and Regulations, as amended from time to time. CONTRACTOR agrees to be subject to any fines resulting from violations of any Rules and Regulations. CONTRACTOR will keep current municipal, state or federal licenses or permits required for the conduct of its business, if any.

2.8.1 Background Checks

CONTRACTOR shall be responsible for the proper certification and background checks for all its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors for which it requests and/or obtains an OWNER Vendor Badge. In the event CONTRACTOR, or any of its employees, agents, vendors, suppliers, service providers, contractors, subcontractors, officers, and directors fails in its responsibilities for proper certifications, background checks or to return such OWNER issued badges upon cessation of employment or other circumstances, as described in above paragraph, CONTRACTOR shall solely bear the total cost of issued monetary civil penalties and or the re-badging process.

2.8.2 Badging

In accordance with the OWNER Vendor Badge Program. CONTRACTOR must obtain OWNER security badging and fingerprinting for its eligible employees, contractors, subcontractors, suppliers, agents, and representatives, and pay any and all related costs associated with this privilege. *NOTE: At the sole discretion of the Director of Real Property Management, the following rate may be subject to change.* CONTRACTOR shall pay to OWNER the current rate of Ten and 00/100 Dollars (\$10.00) per badge issued. Forty -Two and 00/100 Dollars (\$42.00) per each set of fingerprints performed.

CONTRACTOR and/or its employees, contractors, subcontractors, suppliers, agents, and representatives, shall be charged a lost badge fee, per badge, per employee, at the current rate of Fifty and 00/100 Dollars (\$50.00) per badge for the first lost badge, and One Hundred and 00/100 Dollars (\$100.00) per badge for the second lost badge, and Two Hundred and 00/100 Dollars (\$200.00) per badge for the third lost badge. A fourth badge will not be issued. Refunds will not be issued. These charges are in addition to the per badge fee as listed above. Said badges are the property of OWNER and expire annually, at 11:59 PM on the date of the badge holder's birthday or other time as specified by the Director of Real Property Management or designee. Badges, if lost, must be immediately reported to OWNER. During normal business hours, such reports must be made to the OWNER Real Property Management Office at (702) 455-4616.

If the badge holder's CONCESSION OPERATIONS access is deactivated due to badge expiration, termination, suspension and/or other cessation of employment and/or termination of this Agreement, or such other terms as may be designated by the Director of Real Property Management or designee, CONTRACTOR must immediately report such information to OWNER, via the contact entities and phone numbers provided above. CONTRACTOR is responsible for ensuring all OWNER issued badges are returned to OWNER for any circumstances as described above.

2.9 CONCESSION OPERATIONS PERSONNEL IDENTIFICATION

All personnel requiring access to the CONCESSION OPERATIONS Building or CONCESSION OPERATIONS Operations Area will be required to obtain identification and clearance issued at the sole discretion of OWNER, and in accordance with the Agreement. CONTRACTOR agrees to obtain Clark County badging for its employees and representatives, and pay any and all related costs associated with this requirement. Said badges will only be valid for the term of this Agreement and must be returned to the OWNER Badging Office within twenty-four (24) hours or the next business day after expiration or suspension and/or termination of this Agreement. CONTRACTOR is responsible to return the badges of employees and representatives that are no longer employed by CONTRACTOR. CONTRACTOR agrees to pay any associated fees and/or penalties for all badges not returned within this time frame. CONTRACTOR will be required to comply with all security requirements currently in effect or as may be implemented from time to time, including but not limited to background checks for each badge requested.

CONTRACTOR hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks, and for badging for any and all of its employees, subcontractors, suppliers, agents, and/or representatives.

CONTRACTOR will be required to have each employee continuously display any issued OWNER security badge while on CONCESSION OPERATIONS property. Failure to do so will result in the immediate suspension and/or termination of the badge access and this Agreement.

CONTRACTOR will have some or all badge/access privileges immediately suspended and/or revoked as appropriate in the sole discretion of the OWNER or for failure to return all badges within the time frames specified herein, and fined as provided under Section 2.8 Rules and Regulations. Such actions may also result in the immediate termination of this Agreement, at the sole discretion of OWNER.

2.10 INGRESS AND EGRESS AND VEHICLE CONCESSION OPERATIONSING

CONTRACTOR will have the non exclusive right, in common with other CONCESSION OPERATIONS tenants and the general public, for ingress and egress to the CONCESSION OPERATIONS. CONTRACTOR and its employees shall not use the employee parking lot, but shall use the visitor parking lot in front of the Nature Center.

2.11 TAXES, LICENSES, AND PERMITS

CONTRACTOR will promptly pay all taxes, excises, license fees, and permit fees of whatever nature applicable to its operation and lease of ASSIGNED AREA hereunder. CONTRACTOR may elect, however, at its own cost and expense to contest any such tax, excise, levy, or assessment. CONTRACTOR will keep current federal, state or local licenses or permits required for the conduct of its business.

2.12 INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold OWNER, and the Bureau of Reclamation, forever harmless from and against all liability, loss, demand, judgments or other expense (including, but not limited to, defense costs, expenses and reasonable attorney fees) imposed upon OWNER by reason of injuries or death of persons (including wrongful death) and damages to property alleged to be caused during and because of CONTRACTOR's use or occupancy of CONCESSION OPERATIONS property or the ASSIGNED AREA or any actions or non-actions of CONTRACTOR, its employees, agents and representatives, contractors and suppliers, and independent contractors, including movement of aircraft or vehicles, provided however, that such indemnity will not apply as to any negligent act or omission solely that of OWNER, its employees, agents or representatives. These duties shall apply whether or not the allegations are found to be true.

2.13 SUBCONTRACTOR INFORMATION

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

2.14 BOND AND INSURANCE

2.14.1 Bond Requirements

Prior to execution of Agreement, CONTRACTOR shall furnish a "Blanket Fidelity Bond" in the amount of \$50,000.00. CONTRACTOR shall pay all premiums and costs of bonds. **A blanket fidelity bond shall be provided for each employee.** CONTRACTOR shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. **The blanket fidelity bond prepared by an appointed agent of insurance per the provisions of Nevada Revised Statutes Chapter 683A.** The fidelity bond must be issued by a certified surety who is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The blanket fidelity bond shall be sent to the Purchasing and Contracts Division, Attention: Insurance Coordinator, **no later than ten (10) calendar days after OWNER'S request.**

2.14.2 Insurance Requirements

During the entire term of this Agreement, CONTRACTOR shall obtain and maintain the insurance coverage's require in **Exhibit B** incorporated herein by this reference. The CONTRACTOR shall comply with the terms and conditions as set forth in **Exhibit B** and shall include the cost of insurance coverage in their prices.

2.15 TERMINATION BY OWNER

2.15.1 Default by CONTRACTOR

Subject to the provisions of Section 2.15, CONTRACTOR will be in default under this Agreement in the event of any one or more of the following occurrences:

- 2.15.1.1 CONTRACTOR becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal bankruptcy laws, or under any other law or statute of the United States or of any State thereof, or consents to the appointment of a receiver, trustee, or liquidator of any or substantially all of its property.
- 2.15.1.2 A petition under any part of the Federal bankruptcy laws, or an action under any present or future insolvency law or statute, is filed against CONTRACTOR and is not dismissed within sixty (60) days after the filing thereof.
- 2.15.1.3 CONTRACTOR fails to pay the rental charges or other money payments required by this Agreement when the same are due and the continuance of such failure for a period of ten (10) days after written notice thereof from OWNER to CONTRACTOR.
- 2.15.1.4 CONTRACTOR voluntarily abandons any of the ASSIGNED AREA leased or assigned to it or discontinues the conduct and operation of its business at the CONCESSION OPERATIONS.
- 2.15.1.5 CONTRACTOR fails to fulfill any of the terms, covenants, and conditions set forth in this Agreement, and if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in 2.15.1.3 hereinabove) after delivery by OWNER of a written notice of such breach or default.

2.15.2 Cure

CONTRACTOR will be considered in default of this Agreement if CONTRACTOR fails to fulfill any of the terms, covenants, and conditions set forth in this Agreement if such failure continues for a period of more than thirty (30) days (except failure to pay rental charges as described in 2.14.1.3 hereinabove) after delivery by OWNER of a written notice of such breach or default, except if the fulfillment of its obligation requires activity over a period of time, and CONTRACTOR has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.15.3 Termination for Default by CONTRACTOR

If default is made by CONTRACTOR as described in Section 2.14.1 hereinabove, and such default is not cured as provided in Section 2.14.2, OWNER may elect to terminate this Agreement with thirty (30) days written notice to CONTRACTOR and have all other rights and remedies at law or in equity.

- 2.1453.1 If OWNER elects to terminate this Agreement, it will in no way prejudice the right of action for rental arrearages owed by CONTRACTOR.
- 2.153.2 In the event of any termination for default by CONTRACTOR, OWNER will have the right to enter upon the ASSIGNED AREA and take exclusive possession of same. Redelivery and disposal of improvements will be as described in 2.19 entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.16 TERMINATION BY CONTRACTOR

2.16.1 Default by OWNER

OWNER will be considered in default of this Agreement if OWNER fails to fulfill any of the terms, covenants, or conditions set forth in this Agreement, if such failure shall continue for a period of more than thirty (30) days after delivery by CONTRACTOR of a written notice of such breach or default.

2.16.2 Cure

OWNER will not, however, be considered in breach of this Agreement if the fulfillment of its obligation requires activity over a period of time and OWNER has commenced in good faith to perform whatever may be required for fulfillment within ten (10) days after receipt of notice and continues such performance without interruption except for causes beyond its control.

2.16.3 Termination for Default By OWNER

If default is made by OWNER as described in Section 2.15.1 hereinabove, CONTRACTOR may elect to terminate this Agreement with thirty (30) days written notice to OWNER and have all other rights and remedies at law or in equity.

2.15.3.1 In the event of the termination for default by OWNER, redelivery and disposal of improvements will be as described in Section 2.19, entitled REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION, of this Agreement.

2.15.3.2 In the event of any termination for default by OWNER, it will in no way prejudice the right of action for rental fees and charges arrearages owed by CONTRACTOR.

2.16.4 Cancellation

As the sole remedy, this Agreement shall be subject to cancellation by CONTRACTOR should any one or more of the following conditions of default occur:

2.16.4.1 The abandonment of the CONCESSION OPERATIONS, or any portion thereof, for longer than six (6) months.

2.17 WAIVERS AND ACCEPTANCE OF FEES

No waiver of default by either party hereto of any of the terms, covenants or conditions hereof to be performed, kept, or observed will be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, conditions herein contained to be performed, kept, and observed.

No acceptance of fees or other money payments in whole or in part for any period or periods during or after default of any of the terms, conditions or covenants to be performed, kept, or observed by CONTRACTOR will be deemed a waiver on the part of OWNER of its right to terminate this Agreement on account of such default.

2.18 FIRE PROTECTION

From time to time and as often as reasonably required by OWNER, CONTRACTOR will conduct appropriate tests of any fire extinguishing apparatus located in the ASSIGNED AREA. CONTRACTOR or its sub lessees will keep in proper functioning order all fire fighting equipment located on the ASSIGNED AREA.

2.19 DAMAGE AND DESTRUCTION

In the event of damage, destruction, or loss from any cause of improvements constructed upon the ASSIGNED AREA which is not capable of being repaired within sixty (60) days, CONTRACTOR will have the option to terminate this Agreement by written notice to OWNER within ten (10) days after the occurrence of such event. In the event CONTRACTOR elects to terminate this Agreement based upon such damage, destruction, or substantial loss, and CONTRACTOR or its employees or agents cause such damage, destruction or substantial loss to occur, CONTRACTOR will be liable for and will pay for all cleanup or demolition of the ASSIGNED AREA and make such repairs, replacements, or restorations required. In the event CONTRACTOR does not exercise such termination option, or in the event said damage, destruction, or loss is capable of being repaired within two (2) months, then CONTRACTOR will promptly repair, replace, restore, or rebuild said improvements.

2.19.1 CONTRACTOR will be entitled to an abatement of Minimum Annual Guarantee upon the date of notice from CONTRACTOR to OWNER of its intent to terminate or to repair damage to the improvements. Rental will recommence upon substantial repair of improvements, which are sufficient to allow CONTRACTOR to recommence business operations. In no event, however, will the abatement be longer than six (6) months.

2.20 REDELIVERY AND DISPOSAL OF IMPROVEMENTS AT TERMINATION

2.20.1 CONTRACTOR covenants that at the termination of this Agreement, howsoever caused, it will quit and surrender such ASSIGNED AREA in good repair and condition, excepting reasonable wear and tear, casualty, acts of God, the public enemy or the action of the elements.

2.20.2 Upon termination of this Agreement howsoever caused, OWNER will require CONTRACTOR to remove from the ASSIGNED AREA, within thirty (30) days of termination, all advertising display devices and related appurtenances and will restore ASSIGNED AREA to its prior condition.

ARTICLE III

3.1 NONDISCRIMINATION IN PARTICIPATION, CONSTRUCTION AND USE OF ASSIGNED AREA

CONTRACTOR, for itself, its personal representatives, successors in interest, and assigns and as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the ASSIGNED AREA that:

3.1.1 No person on the grounds of race, color, religion, sex, sexual orientation, gender identity or expressions, age, disability or national origin, or any other protected status, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

3.2 TERMINATION RIGHTS FOR BREACH OF SECTIONS 3.1

In the event of breach of any of the nondiscrimination covenants described in Sections 3.1 above, OWNER will have the right to terminate this Agreement, in accordance with Section 2.14, entitled TERMINATION BY OWNER and to re-enter and repossess said ASSIGNED AREA and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

3.3 NONDISCRIMINATION IN FURNISHING ACCOMMODATIONS AND/OR SERVICES

CONTRACTOR will furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and it will charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that CONTRACTOR may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

3.4 RIGHTS FOR NONCOMPLIANCE WITH SECTION 3.3

Noncompliance with Section 3.3 above will constitute a material breach of this Agreement and in the event of such noncompliance, OWNER will have the right to terminate this Agreement and the estate hereby created without liability therefore or at the election of OWNER.

3.5 SUBAGREEMENT NONDISCRIMINATION COMPLIANCE

CONTRACTOR hereby assures it will include the above Article III clauses in all subleases and cause sub lessees to similarly include clauses in further subleases.

3.6 AMERICANS WITH DISABILITIES ACT

CONTRACTOR will throughout the term of this Agreement; be in compliance with all applicable provisions of the Americans With Disabilities Act, Public Law 101.336.

3.7 ENVIRONMENTAL POLICY

3.7.1 Violation of Environmental Laws

CONTRACTOR will not cause or permit any hazardous material to be used, generated, manufactured, produced, stored, brought upon, or released on, under or about the ASSIGNED AREA, or transported to and from the ASSIGNED AREA, by CONTRACTOR, its sub lessees, their agents, employees, contractors, invitees, or a third party in violation of the Environmental Laws as defined in Section 1.1, entitled DEFINITIONS.

3.7.1.1 OWNER will have access to the ASSIGNED AREA to inspect same to insure that CONTRACTOR is using the ASSIGNED AREA in accordance with environmental requirements.

3.7.1.2 CONTRACTOR will conduct such testing and analysis as necessary to ascertain whether CONTRACTOR is using the ASSIGNED AREA in compliance with environmental requirements. Any such tests will be conducted by qualified independent experts chosen by CONTRACTOR and subject to OWNER's reasonable written approval. Copies of such reports from any such testing will be provided to OWNER.

3.7.1.3 CONTRACTOR will provide copies of all notices, reports, claims, demands, or actions concerning any environmental concern or release or threatened release of hazardous materials or special wastes to the environment.

ARTICLE IV

4.1 FORCE MAJEURE

Neither OWNER nor CONTRACTOR will be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder if, while and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of governmental authority, unusual weather conditions, floods, riots, rebellion, or sabotage. However, the provisions of this Section will not apply to failure by CONTRACTOR to pay rents, fees, or any other money payments required under other provisions, covenants, or Agreements contained in this Agreement.

4.2 NONLIABILITY OF INDIVIDUALS

No officer, agent, or employee of either party to this Agreement will be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution or attempted execution.

4.3 QUIET ENJOYMENT

OWNER agrees that, on payment of the rentals and fees and performance of the covenants, conditions, and Agreements on the part of CONTRACTOR to be performed hereunder, CONTRACTOR will have the right to peaceably occupy and enjoy the ASSIGNED AREA.

4.4 NOTICES

All notices, requests, consents, and approvals under this Agreement will be served or given only by certified mail, registered mail or email except in cases of emergency, in which case they will be confirmed by email or facsimile. All communication via email or facsimile will be confirmed by a response email or facsimile or automated confirmation method. Any changes to the contact information contained herein will be exchanged in writing.

Notices intended for OWNER will be addressed to:

**CLARK COUNTY PARKS AND RECREATION DEPARTMENT
2601 EAST SUNSET ROAD
LAS VEGAS, NV 89122
ATTN: DIRECTOR**

Also send a copy to:

Clark County Nevada, Purchasing and Contracts
Attn: Purchasing Administrator
500 South Grand Central Parkway
Las Vegas, NV 89106

or to such other address as may be designated by OWNER by written notice to CONTRACTOR.

Notices intended for CONTRACTOR will be addressed to:

or to such other address as may be designated by CONTRACTOR by written notice to OWNER.

4.5 HEADINGS, TITLES, OR CAPTIONS

Article, section, or paragraph headings, titles, or captions are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Agreement.

4.6 INVALID PROVISIONS

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision will in no way affect any other covenant, condition, or provision herein contained; provided, however, that the invalidity of any such covenant, condition, or provision does not materially prejudice either OWNER or CONTRACTOR in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

4.7 STATE OF NEVADA LAW

This Agreement will be interpreted under and governed by the Law of the State of Nevada.

4.7.1 In connection with the performance of work under this Agreement, the CONTRACTOR Agrees not to discriminate against any employee or applicant for employment Because of race, creed, color, national origin, sex, sexual orientation gender identity or gender expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.

As used in this section, "sexual orientation" means having or being perceived as having an orientation for heterosexuality, homosexuality or bisexuality.

4.7.2 CONTRACTOR further agrees to insert this provision in all subagreements hereunder, except agreements for standard commercial supplies or raw materials.

4.8 INDEPENDENT CONTRACT

CONTRACTOR is deemed to be an independent contractor for all purposes regarding its operations at the CONCESSION OPERATIONS and no agency, expressed or implied, exists.

4.9 ENTIRE AGREEMENT

This document represents the entire Agreement between the parties hereto and will not be modified or canceled by mutual Agreement or in any manner except by instrument in writing, executed by the parties or their respective successors in interest.

ARTICLE V

This Article will require further customization with required language from the US Bureau of Reclamation with the selected PROPOSER.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed these presents the day and year first above written.

CLARK OWNER, NEVADA
BY: _____
YOLANDA T. KING
Chief Financial Officer

<CONTRACTOR>
BY: _____
PRINT: _____
TITLE: _____

APPROVED AS TO FORM:
STEVEN WOLFSON, District Attorney

BY: _____
ELIZABETH A. VIBERT
Deputy District Attorney

EXHIBIT A
LAUGHLIN REGIONAL PARK CONCESSION OPERATION
SCOPE OF WORK

To be customized after receipt of proposals and upon negotiation with successful proposer.

EXHIBIT B
LAUGHLIN REGIONAL PARK CONCESSION OPERATION
INSURANCE REQUIREMENTS

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

- A. **Format/Time:** CONTRACTOR shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after the award by Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. 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.
- B. **Best Key Rating:** Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** Owner, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. CONTRACTOR 's insurance shall be primary as respects Owner, its officers and employees.
- D. **Endorsement/Cancellation:** CONTRACTOR 's general liability and automobile liability insurance policy shall be endorsed to recognize specifically CONTRACTOR's contractual obligation of additional insured to Owner and must note that 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives Clark County automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, the CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, CONTRACTOR shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by CONTRACTOR and **any auto** used for the performance of services under this Contract.
- I. **Workers' Compensation:** CONTRACTOR shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a CONTRACTOR that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating CONTRACTOR has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure To Maintain Coverage:** If CONTRACTOR fails to maintain any of the insurance coverage required herein, Owner may withhold payment, order CONTRACTOR to stop the work, declare 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 CONTRACTOR or deduct the amount paid from any sums due CONTRACTOR under this Contract.
- K. **Additional Insurance:** CONTRACTOR is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** 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 CONTRACTOR, their subcontractors or anyone employed, directed or supervised by CONTRACTOR
- M. **Cost:** CONTRACTOR shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

- O. **Insurance Form Instructions:** The following information must be filled in by CONTRACTOR's Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. CONTRACTOR's name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) 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, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

RFP NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly
sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as RFP No. 603180-14, entitled LAUGHLIN REGIONAL PARK CONCESSION OPERATION;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 2

ASSIGNED AREA

Bicycle Rental Service and Snack Bar Service at the Pyramid Canyon Day Use area (Snack Bar and Bicycle Rental/Repair Building) of the Laughlin Regional Park

ATTACHMENT 3

MERCHANDISE AND SERVICES PROVIDED

To be customized based upon negotiations]

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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 Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

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

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

**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. If not applicable, write in N/A.

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

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

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

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Minority Business Enterprise	<input type="checkbox"/> Women-Owned Business Enterprise	<input type="checkbox"/> Small Business Enterprise	<input type="checkbox"/> Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name and Email:		
Telephone No:				Fax No:		
Local Street Address:				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name Email:		
Number of Clark County Nevada Residents Employed:						

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

- 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.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, 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 complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

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

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

* County employee means 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)

For County Use Only:

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

- Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?
 Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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