

FIRST AMENDMENT TO AGREEMENT FOR LIFEGUARD STAFFING SERVICES

This First Amendment to Agreement for Lifeguard Staffing Services (“First Amendment”) is effective _____ (“Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (“City”), and HM Safety Certifications LLC, a Nevada limited liability company (“Provider”). The City and the Provider are jointly referred to as the “Parties.”

RECITALS

WHEREAS, on July 20, 2023, the Parties entered into the Agreement for Lifeguard Staffing Services (“Original Agreement”), a copy of which is attached hereto as Exhibit A (collectively, the First Amendment and the Original Agreement may be referred to as the “Agreement”);

WHEREAS, the Parties wish to amend the Compensation section to increase the not-to-exceed amount under the Original Agreement from Ten Thousand Dollars and 00/100 (\$10,000.00) to Thirty Thousand Dollars and 00/100 (\$30,000.00).

WHEREAS, the Original Agreement shall be amended as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Section 3 of the Original Agreement shall be deleted and replaced with the following:

“Provider will provide the Services in the amount not to exceed Thirty Thousand Dollars and 00/100 (\$30,000.00) annually, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Thirty Thousand Dollars and 00/100 (\$30,000.00). The total not to exceed amount of this Agreement is Sixty Thousand Dollars and 00/100 (\$60,000.00).

2. In all other aspects, the parties confirm and re-affirm the terms and provisions of the Original Agreement.

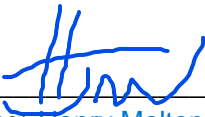
[The remainder of page is left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the Provider and the City have caused this First Amendment to be executed as of the day and year indicated above.

City of North Las Vegas,
a Nevada municipal corporation

HM Safety Certifications LLC,
a Nevada limited liability company

By: _____
Ryann Juden, City Manager

By:  _____
Name: Henry Melton
Title: Owner/Operator

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Original Agreement

Please see attached page(s).

AGREEMENT FOR LIFEGUARD STAFFING SERVICES

This Agreement for Lifeguard Staffing Services (“Agreement”) is made and entered into as of 07/20/2023 16:58:56 PDT (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and HM Safety Certifications LLC, a Nevada limited liability company (“Provider”).

WITNESSETH:

WHEREAS, the City requires lifeguard staffing services, as more particularly described in Exhibit A (“Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services, on an as-needed basis, in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect for two (2) years (“Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one year periods upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services in the amount not to exceed \$10,000.00 annually, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Ten Thousand Dollars and 00/100

(\$10,000.00). The total not to exceed amount of this Agreement is Forty Thousand Dollars and 00/100 (\$40,000.00).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the

intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel,

data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement. For this Agreement the City is requiring verification of completed background check and a Child Abuse and Neglect Registry check.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.4. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence or claim, \$4,000,000.00 aggregate.

9.1.5. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.6. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.6.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.6.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.6.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.6.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.6.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.6.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.6.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.6.8. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.6.8.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.6.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.6.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

9.1.7. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.8. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633- 1745

To Provider: HM Safety Certifications LLC
Attention: Henry Melton
516 Grimsby
Henderson, NV 89014
Phone: 702-742-4322
Email: hmsafety@outlook.com

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

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SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City

whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record

including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

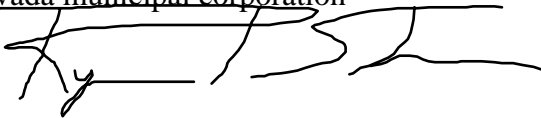
13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

[The remainder of this page is left intentionally blank. Signature page follows.]


IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

By: 

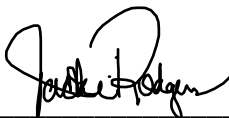
Ryann Juden, City Manager

HM Safety Certifications LLC,
a Nevada limited-liability company

By: 


Name: Henry Melton
Title: Owner/Operator

Attest:

By: 

Jackie Rodgers, City Clerk

Approved as to form:

By: 

Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).



HM Safety Certifications LLC.

(702) 742-4322
www.hmsafetycertifications.com

Tuesday, April 20, 2023

City of North Las Vegas – Parks and Recreation
ATTENTION: Vincent Coccia & Angela Johnson
4025 Allen Lane
North Las Vegas, NV 89032
(702) 633-5511

Good Evening Vincent/Angela-

The following document is a proposal of services and fees offered by HM Safety Certifications LLC. to provide for the City of North Las Vegas – Parks and Recreation.

SECTION I: ABSTRACT

HM Safety Certifications LLC. agrees to become the Staffing Provider for The City of North Las Vegas Parks and Recreation Center in North Las Vegas.

HM Safety Certifications LLC. agrees to become the Training Provider for The City of North Las Vegas Parks and Recreation Center in North Las Vegas.

SECTION II: STAFFING

HM Safety Certifications LLC. would provide lifeguard staffing and lifeguard leadership staffing for the North Las Vegas Parks and Recreation Department. HM Safety Certifications would provide lifeguard staffing and lifeguard leadership staffing for a period of 22 weeks during May-October, with official dates to be determined at a later time. Services and personnel would include the following as requested:

- Lifeguard staffing
- Swim instructor staffing
- Lifeguard operations leadership staffing

Staffing services are to begin May 1, 2023, ending October 1, 2023.

SECTION III: TRAINING

HM Safety Certifications LLC. would provide lifeguard staffing and lifeguard leadership staffing for the North Las Vegas Parks and Recreation Department. HM Safety Certifications would provide the following trainings as requested:

- American Red Cross Lifeguard Training for the development of new lifeguards.

- American Red Cross Water Safety Instructor Training for the development of swim instructors.

Owner/Operator Henry Melton, LGIT, will be present and providing all training. An Co-Instructor will be needed to assist as necessary dependent on class size.

The course consists of the following:

- An online learning portion emailed to students going over the history of the American Red Cross and the expectations of the course. An assessment on the online course is to be completed and presented on the first day of class.
- An in-person session including pre-course skills assessment, instructor responsibilities, setting up and running courses, learning and instruction styles, practice teaching assignments, and final written assessment. The in-person session is timed for 21 hours, 45 minutes, however the American Red Cross course overview does not include breaks. Candidates should expect to spend up to 27 hours in an in-person instruction setting.

SECTION IV: EQUIPMENT

Uniforms and Equipment

HM Safety Certifications LLC will be responsible for providing lifeguards with the following equipment:

- Uniforms – Clearly marked, identifying individuals as lifeguards as part of our brand.
- Fanny Packs Containing CPR Masks, Gloves, Valves, Whistle, and Lanyard.

Commercial, recreational, and hospitality aquatic facilities will be responsible for providing the following equipment:

- Nitrile gloves
- Rescue Tubes
- Backboards with head immobilizers and straps – One for each pool.
- Facility Emergency Action Plan – Must be approved by the Southern Nevada Health District.
- A “Crash Kit” containing the following
 - Adult Bag Valve Mask (BVM)
 - Infant Bag Valve Mask (BVM)
 - At least one (1) AED with adult pads/electrodes
 - One box Nitrile Gloves
 - Two Extra CPR Masks (Adult/Child & Infant masks)
 - One (1) dedicated towel
 - Gauze (Roll or Pads)
 - Bandages
 - Ice Packs
- Stands (Adirondack or Elevated seated position)
- Umbrellas/shade for lifeguards on stand



Students will also be responsible for adhering to COVID-19 protocol as requested. This includes, but is not limited to, temperature checks, use of hand sanitizer, wearing gloves, wearing masks, and

social distancing as necessary during lectures and demonstrations. Students must also agree to work in close proximity to others for specific demonstrations, such as multiple rescuer response and aquatic rescues.

SECTION V: PRICING

Pricing for services is as follows:

- Staffing Services
 - \$25/hr – Lifeguard Staffing
 - \$30/hr – Water Safety Instructor (Swim Lesson instructor) staffing
 - \$30/hr – Pool operations leadership staffing
 - HM Safety certifications will provide a dedicated team of lifeguards to perform services on days requested. Lifeguards will be recruited, vetted, hired, uniformed, and trained by HM Safety Certifications LLC.
 - HM Safety Certifications will provide aquatic leadership in the role of a North Las Vegas Parks and Recreation Pool Manager.
 - HM Safety Certifications will provide a dedicated individual to provide aquatic leadership in the role of a North Las Vegas Parks and Recreation Pool Manager.
 - HM Safety Certifications will provide a number (as requested) of American Red Cross Water Safety Instructors to assist in providing American Red Cross swim lessons including Parent and Child Classes, Preschool Aquatics, and Learn-to-Swim Aquatics levels 1-3.
- Training Services
 - \$125 per student – American Red Cross Lifeguard Training
 - \$325 per student – American Red Cross Water Safety Instructor (Swim Instructor) training
 - The instructor will provide passing students a copy of their American Red Cross certifications, valid for two (2) years, access to the American Red Cross Learning Center where they can access their certification at any time, and access to continuing education resources including a PDF copy of their textbook and online learning assignments.
 - Please note that processing of payment is dependent on payment for the course. Certifications will only be validated once payment has been received.
 - As the class will be conducted within our region, all other expenses, including travel, accommodation, and dining are to be paid by the instructor.

Please review this proposal and let me know if this will work for your team, or if you wish to discuss any changes.

Thank you,

Henry Melton
Owner/Operator: HM Safety Certifications LLC
(702) 742-4322
hmsafety@outlook.com

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**HM SAFETY CERTIFICATIONS LLC
516 GRIMSBY AVE
HENDERSON, NV 89014**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000148-2022** Expiration Date: **03/31/2024**

License Type: **BUSINESS**

Classification: **MISCELLANEOUS FLAT FEE**

Business Location: **HM SAFETY CERTIFICATIONS LLC
516 GRIMSBY AVE
HENDERSON, NV 89014**

Owner/Principal(s): **HM SAFETY CERTIFICATIONS LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2023

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

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

PRODUCER Stultz Dodge Agency, LLC dba Dodge Insurance Agency 7995 Blue Diamond Road, Suite 102-115 Las Vegas NV 89178	CONTACT NAME: Lisa Stultz-Dodge PHONE (A/C, NO, EXT): 702-827-6007 FAX (A/C, NO): E-MAIL ADDRESS: dodgeagency@outlook.com														
INSURED HM Safety Certifications LLC 1631 East Sunset Road Suite C114 Las Vegas NV 89119	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER B: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER C: Liberty Mutual Insurance Corporation</td><td>23043</td></tr><tr><td>INSURER D: United States Liability Insurance Company</td><td>25895</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: Scottsdale Insurance Company	41297	INSURER C: Liberty Mutual Insurance Corporation	23043	INSURER D: United States Liability Insurance Company	25895	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured <input checked="" type="checkbox"/> Blanket Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	3AA660114	04/12/2023	04/12/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 4,000,000						
	PRODUCTS - COMP/OP AGG \$ 4,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0183756	04/12/2023	04/12/2024	EACH OCCURRENCE \$
	AGGREGATE \$ 2,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC5-33S-B21Q3W-012	02/02/2023	02/02/2024	PER STATUTE <input type="checkbox"/> OTHER \$
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
D	EPLI - Employment Practices Liability Insurance			EPL1574244A	02/03/2023	02/03/2024	1,000,000

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

Certificate Holder is Additional Insured as required by written contract or written agreement subject to General Liability Blanket Additional Insured Provision

CERTIFICATE HOLDER City of North Las Vegas 2250 Las Vegas Blvd North North Las Vegas NV 89030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa Stultz-Dodge</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of North Las Vegas

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



EVANSTON INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: 3AA660114

☐ "X" If Supplemental Declarations Is Attached

RETROACTIVE DATE

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: None

(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ 4,000,000	
Products/Completed Operations Aggregate Limit	\$ Included	
Personal and Advertising Injury Limit	\$ 2,000,000	Any One Person or Organization
Each Occurrence Limit	\$ 2,000,000	
Damage to Premises Rented to You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc. No. ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

1 516 Grimsby Ave, Las Vegas, NV, 89014

CLASSIFICATION AND PREMIUM

Loc. No	Code No. Classification	Rating Basis	Premium Basis	Other Basis	Rate		Advance Premium	
					Pr/Co	All Other	Pr/Co	All Other
1	41677 Consultants - Not Otherwise Classified	Per \$1,000 of Payroll	36,000		Incl.	\$1.73	Incl.	\$1,000
1	48925 Swimming Pools - Not Otherwise Classified	Per Pool	1		Incl.	\$1,204.11	Incl.	\$1,204
1	41667 Clubs - civic, service or social - having buildings or premises owned or leased (For-Profit) (For higher limits \$2MOcc/\$2MPi-AI/InclProCo/\$4MAgg	No Exposure	1		Incl.	\$750.00	Incl.	\$750
	Blkt Add'l Insured - MEGL 0009-01	Percent of Premium						\$500
	Blkt Primary and Noncontributory - CG 20 01	Flat	Flat			Flat		\$250
	Blkt Waiver of Subrogation -	Percent of						\$250

	MEGL 0241-01	Premium						
*(a) Area *(c) Total Cost *(m) Admissions *(p) Payroll *(s) Gross Sales (u) Units *(r) Gross Receipts (e) Each (o) Other: Premium Basis identified with a "*" is per 1000 of selected basis.							Total Advance Premium	\$3,954

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any Endorsement(s), complete the above numbered policy.

FORMS AND ENDORSEMENTS
SEE FORMS SCHEDULE - MDIL 1001

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

**HM SAFETY CERTIFICATIONS LLC
516 GRIMSBY AVE
HENDERSON, NV 89014**

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BUS-000148-2022** Expiration Date: **03/31/2024**

License Type: **BUSINESS**

Classification: **MISCELLANEOUS FLAT FEE**

Business Location: **HM SAFETY CERTIFICATIONS LLC
516 GRIMSBY AVE
HENDERSON, NV 89014**

Owner/Principal(s): **HM SAFETY CERTIFICATIONS LLC**

**CITY OF
NORTH LAS VEGAS**



Alfredo Mefesio
Director of Land Development &
Community Services

**This license is not transferable
POST IN A CONSPICUOUS PLACE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2023

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

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

PRODUCER Stultz Dodge Agency, LLC dba Dodge Insurance Agency 7995 Blue Diamond Road, Suite 102-115 Las Vegas NV 89178	CONTACT NAME: Lisa Stultz-Dodge PHONE (A/C, NO, EXT): 702-827-6007 FAX (A/C, NO): E-MAIL ADDRESS: dodgeagency@outlook.com														
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	3AA660114	04/12/2023	04/12/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Blanket Additional Insured						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blanket Waiver of Subrogation						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XBS0183756	04/12/2023	04/12/2024	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	WC5-33S-B21Q3W-012	02/02/2023	02/02/2024	PER STATUTE OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EPLI - Employment Practices Liability Insurance			EPL1574244A	02/03/2023	02/03/2024	1,000,000

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CERTIFICATE HOLDER

CANCELLATION

City of North Las Vegas 2250 Las Vegas Blvd North North Las Vegas NV 89030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Lisa Stultz-Dodge</i>
--	---

ENTITY INFORMATION

ENTITY INFORMATION

Entity Name: HM SAFETY CERTIFICATIONS
LLC

Entity Number: E3671362019-9

Entity Type: Domestic Limited-Liability
Company (86)

Entity Status: Active

Formation Date: 12/20/2019

NV Business ID: NV20191669969

Termination Date:

Annual Report Due Date: 12/31/2024

Series LLC: ☐

Restricted LLC: ☐

REGISTERED AGENT INFORMATION

**Name of Individual
or Legal Entity:** Henry J Melton Jr.

Status: Active

**CRA Agent Entity
Type:**

Registered Agent Type: Non-Commercial Registered
Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street Address: 516 Grimsby Avenue,
Henderson, NV, 89014, USA

Mailing Address:

**Individual with
Authority to Act:**

**Fictitious Website
or Domain Name:**

OFFICER INFORMATION

☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
Manager	Henry Melton	516 Grimsby, Henderson, NV, 89014, USA	12/20/2019	Active

Page 1 of 1, records 1 to 1 of 1

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HM Safety Certifications x

Unique Entity ID

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CAGE / NCAGE

Location



Status



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