

NOTICE TO BID

**CORAL ACADEMY OF SCIENCE LAS VEGAS
a Nevada Public Charter School**

**REQUEST FOR SEALED PROPOSALS FOR
SPECIAL EDUCATION SERVICES FOR THE SCHOOL YEAR 2017-2018**

May 1, 2017

PART A: EXECUTIVE SUMMARY

Notice is hereby given that Coral Academy of Science Las Vegas (“CASLV”), a Nevada Public Charter School, is soliciting bids for a contract (a “Contract”) to provide CASLV with special education services for its Las Vegas/Henderson campuses.

No offer of intent to enter into a Contract with any party for services should be construed from this legal notice. CASLV reserves the right, in its sole discretion, to approve or reject any proposal, or part of any proposal, or all proposals, in accordance with what it deems to be in in CASLV's best interests, as well as to comply with applicable law.

All costs and expenses involved in preparing and submitting proposals to CASLV must be borne in full by the bidding party and should be included, if at all, in the total price.

A copy of the full Request for Sealed Proposal (“RSP”) containing all of the relevant specifications may be obtained by contacting:

Chief Operating Officer
Coral Academy of Science Las Vegas
8965 S. Eastern Ave. Ste. 280
Las Vegas NV 89123
Email: cfarthing@coralacademylv.org

The bidding period is now open. No preregistration is required. Sealed proposals must be submitted to the Chief Operating Officer (at the physical address above, not via email or fax) no later than by 4:00 p.m. Pacific time on Wednesday, May 5, 2017.

Bid Schedule:

| | |
|---------------------------|-------------------------|
| Newspaper Ads: | 05/03/2017 – 05/09/2017 |
| Proposal submission date: | 05/15/2017 |
| Proposal evaluation date: | 05/15/2017 - 05/19/2017 |
| Board approval date: | 05/20/2017 |
| Agreement date: | 07/01/2017 - 06/30/2017 |

More information about CASLV and its campuses is available on its website, <http://www.coralacademylv.org/>.

PART B: BIDDING INSTRUCTIONS AND REQUIREMENTS; CONTRACT PROVISIONS

1. FORMS. All responsive proposals must include:
 - a **cover letter** providing a brief overview of the Service Provider’s history, technical capabilities and experience, organizational chart, history (if any) of discipline or licensing issues; and
 - the **Bidder’s Response Form** attached as Exhibit A to this RSP; and
 - any **other information and/or documentation** you would like CASLV to consider; and
 - the following **RSP number**, which should be included on the front of your package:
 “RSP # 17-18 Special Education Services”
2. STAFF BACKGROUND CHECKS. At the time of contracting (if applicable), the Service Provider must supply proof that all of its staff members who will provide services to CASLV have been through a reasonable background check process (for immigration-status, criminal history, drug usage, and other relevant information).
3. INSURANCE. The Service Provider must supply evidence of reasonable and sufficient insurance (in amount of coverage, size of deductible, and strength of insurer) covering:
 - comprehensive general liability (for loss to persons and property) in an amount of at least \$1,000,000 per event and \$2,000,000 aggregate;
 - automotive liability;
 - worker's compensation covering its staff; and
 - such other insurance (e.g., malpractice coverage) as may be reasonable and customary for the Service Provider’s industry.
4. LICENSING. The Service Provider must supply evidence of all licenses, permits, and certificates required by or possessed under applicable law for it to provide the goods and/or services and conduct business as currently conducted and to be conducted during the term of the Contract. If the Service Provider is not a Nevada entity, it must show evidence that it is qualified to do business in Nevada.
5. INSIDER RELATIONSHIPS. The Service Provider shall provide a list of any family, business, or other relationships which it has with CASLV’s former or current governors, directors, officers, employees, students/parents, or family members of the same, that may create an actual or perceived conflict of interest.
6. REFERENCES. In the References section below (Exhibit A / Section 2), the Service Provider shall provide three references who are current or former clients (within the past five (5) years), for similar work in similarly-sized or larger-sized facilities.

 CASLV reserves the right to review Better Business Bureau ratings, request credit reference checks, and contact the references provided by Service Provider.
7. INTERNET DOWNLOADS: Service Providers who have not obtained this solicitation document directly from CASLV, or who may have downloaded the document from the CASLV website, shall be responsible for immediately notifying CASLV of their interest in order to receive all written materials on a timely basis. Service Providers who do not so notify CASLV and submit proposals without receipt of all materials issued may be deemed to have submitted proposals not responsive to this RSP.
8. COPIES. Please submit one original hard copy of the proposal and one complete copy.
9. BID/PROPOSAL SUBMISSION: Sealed proposals must arrive no later than 4:00 p.m. Pacific time on May 5, 2017 and shall be addressed and delivered to:

Chief Operating Officer
 Coral Academy of Science Las Vegas
 8965 S. Eastern Ave. Ste. 280
 Las Vegas NV 89123

Email: cfarthing@coralacademylv.org

The Operating Officer's email address is listed above, but proposals sent by e-mail (or fax) will be rejected.

10. **QUESTION-AND-ANSWER PERIOD.** There is no question and answer period contemplated for this RSP. You may submit written (not oral) questions to the Chief Operating Officer (but no other CASLV employee or agent) at the email address above. The Chief Operating Officer may respond, but neither such person nor CASLV is obligated to provide answers. Any answers that are provided to any Service Provider will be provided (i) in writing, and (ii) at least two (2) days prior to the Deadline Time/Date, if possible, and then promptly posted to CASLV's website.
11. **WITHDRAWAL/AMENDMENT.** At any time prior to the Deadline Time/Date, a Service Provider, or its designated representative, may withdraw or amend a submitted proposal by submitting a request to withdraw in writing to the same address and person identified above. However, the Service Provider may be removed from consideration for this and/or future awards and/or the approved Service Provider list.

After the Deadline Time/Date, no proposal may be altered, amended, or withdrawn. Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error.
12. **TARDINESS.** Late proposals (submitted after the Deadline Time/Date) will not be considered under any circumstances. All late proposals shall be returned to the Service Provider unopened.
13. **REVIEW.** It is the responsibility of all Service Providers to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
14. **OFFER/ACCEPTANCE/CONTRACT.** A PROPOSAL IN RESPONSE TO THIS RSP IS AND SHALL BE DEEMED TO BE AN OFFER TO CONTRACT WITH CASLV BASED UPON THE CONTENTS OF THIS RSP AND THAT RESPONSE. If CASLV notifies the Service Provider that its offer is accepted, then at CASLV's option, that may create a valid and binding Contract, enforceable against the Service Provider in accordance with all of the terms and conditions set forth in this RSP, or CASLV may tender a separate agreement to such Service Provider at that time.

If CASLV opts for the former, then this RSP and the Response shall constitute the Contract.

If CASLV opts for the latter, then the separate agreement would include all of the material terms and conditions set forth herein and in the Service Provider's response, as well as such additional, customary terms as are reasonable and appropriate for a contract of such kind. If the parties cannot agree on the terms thereof, then CASLV, in its discretion, may (i) deem this RSP and the Service Provider's response to constitute the Contract or (ii) terminate the award to that Service Provider and begin negotiations with the second-choice party or parties.

All Contracts include the Standard Terms and Conditions attached as Exhibit B hereto.

15. **FIRM BIDS.** Offers must remain open for acceptance by CASLV for a period of ninety (90) days subsequent to the Deadline Date/Time. No bid may be withdrawn during the period of firm offering.
16. **WAIVER OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / SERVICE PROVIDER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST CASLV AND ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY, WHETHER IN LAW OR EQUITY, KNOWN OR UNKNOWN AT THE TIME OF SUBMISSION. THE SERVICE PROVIDER HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND VOLUNTARILY, KNOWINGLY, AND INTENTIONALLY AGREES TO SUCH WAIVER.

17. **RESERVATION OF RIGHTS.** Notwithstanding any other provisions of this RSP (including all attached documents), CASLV expressly reserves the right to:
- waive any insignificant or immaterial defect, irregularity, or informality in any proposal procedure;
 - reject any or all proposals;
 - accept proposals from more than one bidder;
 - accept one or more proposals with respect to separate calendar years (or parts thereof);
 - accept one or more proposals with respect to separate campuses (or parts thereof);
 - reissue a Request for Sealed Proposal;
 - negotiate or renegotiate any terms set forth in the RSP or the Service Provider's response, while staying within the material boundaries and specifications of this RSP;
 - amend this RSP prior to the Deadline Date/Time to remedy any errors;
 - seek the assistance of outside experts to review submitted bids; and/or
 - take any other action permitted under applicable law.
18. **EVALUATION.** An award, if any, will be notified with reasonable promptness to the Service Provider whose proposal best conforms to the invitation and will be the most advantageous to CASLV. The award may be made on the basis of factors other than the lowest price proposal. The factors which CASLV may (but is not obligated to consider) include without limitation, in no particular order, and with no particular weighting:
- Base Price
 - Price for Additional Services
 - Experience / work history
 - Experience with other schools
 - Past relationship with CASLV
 - Professionalism
 - Managerial staff
 - Employee training and staff
 - References
 - Insurance policies / coverage
 - Financial strength
 - Litigation or complaint history
 - Minority ownership
19. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify Service Provider from consideration.
20. **SILENT PERIOD:** In order to ensure the integrity of the selection process and comply with applicable law, Service Provider's officers, employees, agents, and other representatives shall not contact or attempt to contact any director, officer, employee, or agent of CASLV, or any family member of the foregoing, in a direct or indirect attempt to lobby or attempt to influence a vote or recommendation related to the Service Provider's response, including without limitation by offering money, a gratuity, current or future employment or opportunities, or by soliciting insider or proprietary information regarding CASLV and/or this RSP, or by obtaining or seeking to obtain the proprietary information of any other bidder (unless available to the public). Any violation hereof may result in the voiding of Service Provider's bid, civil liability to CASLV, and constitute a criminal offense.
21. **COLLUSION.** Nevada law prohibits the Service Provider from colluding with other bidders by fixing prices or other material bid terms.
22. **GRATUITIES:** CASLV may, by written notice to the Service Provider, deny a bid or cancel a Contract without liability to CASLV if it is determined by CASLV that gratuities, in the form of entertainment, gifts, or otherwise (whether at present or promised in the future), were offered or given by the Service Provider, or

any agent or representative of the Service Provider, to any governor/director, officer, employee, or agent of CASLV, with the direct or indirect aim of securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event the Contract is cancelled by CASLV pursuant to this provision, CASLV shall be entitled, in addition to any other rights and remedies (e.g., for damages and reasonable attorneys' fees and costs), to recover or withhold the amount of the gratuities.

23. **PRICING/PAYMENTS.** Prices shall remain firm for the term of any Contract awarded. All price increases must have the signed, written, pre-approval of CASLV (in its sole discretion). The Contract amount shall either be calculated annually and divided into 12 monthly installments or calculated based on hourly service and to be paid monthly.

CASLV's standard payment terms are net thirty (30) days after receipt of invoice. Service Provider may offer CASLV a cash discount for payment of an invoice with stated discount terms. Service Provider's invoices should be sent to the campus where the services are being provided (or, if for all campuses, to the Purchasing Manager). Service Provider's invoices must contain the appropriate purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line-item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Service Provider for correction. Corrected invoices will be subject to the same payment provisions as original invoices. In the event a Service Provider presents CASLV with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. CASLV will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Service Provider.

24. **TERMINATION.** In any Contract, CASLV will reserve the right to terminate, without cause and for any reason, such Contract(s) upon thirty (30) calendar days' prior written notice, or immediately (at any time) if for cause.
25. **TAXATION.** CASLV is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, CASLV will not be responsible for the payment of the taxes. The Service Provider shall absorb all of the taxes. CASLV will supply tax-exemption information upon a written request.
26. **FEES.** If any action is commenced under or in connection with a Contract, including insolvency or bankruptcy proceedings, and including any dispute for which no court action is filed, the losing party shall pay the prevailing party reasonable attorneys' fees and costs incurred by the prevailing party in connection therewith. The "prevailing party" shall be the party that is successful on the main issue, even if that party did not prevail on all issues.
27. **FURTHER ASSURANCES.** The fact that certain Contract terms are expressly set forth herein is not intended to preclude CASLV from requesting additional terms and conditions in the future to further achieve the aims of CASLV and ensure consistency with its policies and procedures. If such request is made, the Service Provider and CASLV will negotiate in good faith and agree to such additional terms as are reasonable.
28. **INDEMNIFICATION.** In the Contract, Service Provider agrees to and shall indemnify, defend and hold harmless CASLV, its officers, agents and employees, from and against any and all loss, cost, damage, expense, liability, and claims, including attorney's fees and costs, of any kind, for any acts or omission of Service Provider, its officers, agents or employees, in performance of the Contract, so long as CASLV's gross negligence or willful misconduct is not the cause of the loss, claim, damage expense or cost.
29. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
30. **SPECIAL TOOLS & EQUIPMENT:** If the price includes the cost of any special tooling or equipment fabricated or required by Service Provider for the purpose of providing services, such special tooling and equipment shall become the property of CASLV at the conclusion of the Contract.

PART C: TECHNICAL REQUIREMENTS; SCOPE OF WORK

1. CAMPUSES' APPROXIMATE NUMBER OF SPECIAL EDUCATION STUDENTS.

| | Campus Name | Street Address | City | Grade | Approximate # of 2017-2018 Special Education Students |
|-----|--------------------|------------------------|-------------|--------------|--|
| (1) | Sandy Ridge | 1051 Sandy Ridge Ave. | Henderson | 6 - 12 | 33 |
| (2) | Windmill | 2150 Windmill Pkwy. | Henderson | 3 - 5 | 11 |
| (3) | Tamarus | 8185 Tamarus St. | Las Vegas | K - 2 | 17 |
| (4) | Centennial Hills | 7951 Deer Springs Way. | Las Vegas | K - 6 | 34 |
| (5) | Nellis AFB | 42 Baer Dr. | Las Vegas | Pre-K - 6 | 45 |
| | | | | TOTAL | 140 |

2. SCOPE OF WORK. The scope of services shall include (i) the ancillary support of CASLV students with disabilities as designated via their IEPs and (ii) special education management at some or all of the campuses listed above. Ancillary and related services may include, but not be limited to, the following: • Speech and Language Providers; • School Psychologists; • School Social Workers; • Audiologists; • Registered Nurse; • School Counselor; • Orientation and Mobility Specialists; • Paraprofessional Support to facilitate the inclusion of students in the general education setting, as required by the Nevada Administrative Rules for Special Education; • Special Education management including, but not limited to: compliance and review of IEP's, reports on compliance to the state, procedures and protocols, staff training both general education and special education, audit of sped/504 files, RTI development, and general special education oversight and accountability.

The Service Provider (a/k/a "Proposer")'s Responsibilities:

- I. Proposer shall provide to CASLV, a copy of each current license and/or certificate for persons conducting student assessment interventions; consultations; and/or evaluations prior to rendering services. Proposer shall ensure that all licenses and certificates remain current throughout the life of the Contract with CASLV.
- II. Proposer shall comply with all requirements mandated by the Individuals with Disabilities Education Act ("IDEA"), Family Education Rights & Privacy Act ("FERPA"), applicable court decrees, CASLV policies, as well as any other applicable state and federal laws related to the performance of both initial and re-evaluation of suspected student disability, and indemnified CASLV for any actual or alleged breaches or violations thereof claimed by any third party.
- III. Proposer shall be responsible for ensuring that all personnel providing services to students have undergone a criminal background check in accordance with the requirements of the Nevada Revised School Code and applicable laws, prior to their commencement of services to CASLV.
- IV. Proposer shall ensure the availability of any evaluators and/or report writers requested by CASLV at pre-hearing conferences, administrative hearings, and/or court proceedings. Proposer shall also ensure that the aforementioned personnel are available to respond to any and all requests CASLV may have for student records and/or consultations.
- V. Proposer shall provide professionally-qualified personnel to perform the services contemplated by this RFP, which includes but is not limited to attending and participating in eligibility conferences, consultations with parents, school personnel, and CASLV staff.
- VI. Proposer shall ensure that staff is available to attend IEP meetings and staff development meetings, and parent/teacher meetings.
- VII. Proposer shall ensure that its staff maintains thorough records and provides required documentation in accordance with CASLV policies, the Proposer's documentation requirements, as well as local and federal mandates (i.e., Encounter Tracking Forms,

assessment protocols, reports, IEPs, progress and attendance notes, etc.).

- VIII. Proposer shall provide professional development as designated by CASLV for all employees of Proposer

After determination of the successful vendor, the resulting Contract will include the following terms:

- a) The Service Provider shall coordinate all activities.
- b) A contract for special education services shall issue for one (1) full calendar year period, commencing August 1, 2017 and ending July 31, 2018.

CASLV may unilaterally extend such term, under the same terms and conditions, for one (1) additional twelve-month (12) month period through the end of 2018-2019 school year, at the sole discretion of CASLV, and pending availability of funding. CASLV and Service Provider may negotiate subsequent extensions after that, on substantially the same terms and conditions, without CASLV issuing another RSP.

- c) Contracted services staff shall be the employees of the Service Provider, not CASLV.
- d) Quality of service providers. Service providers staff must:
 - i. report on time to the Main School Office of the campus to which he/she has been assigned on a particular day.
 - ii. dress professionally.

For women: A reasonable length skirt or full-length pants of a non-jeans material combined with a dress shirt, polo, or sweater set. Solid color leggings under the dress or skirt is permissible. An informal dress with appropriate skirt length is also acceptable.

For men: a collared dress shirt or polo t-shirt with cotton or khaki pants of regular length (of non-jean material), with a belt and regular or tennis shoes with socks.

- iii. reasonable training of candidates in areas such as: blood borne pathogens; attendance policies; discipline; student neglect or abuse; school safety and individual school building policies; anti-bullying; orientation program regarding CASLV's classroom management systems such as lesson plans, grades, etc.; any and all other training related to the candidate's duties as a substitute teacher.

PART D: MANDATORY MINIMUM QUALIFICATIONS (OF THE SERVICE PROVIDER)

The Service Provider should describe and/or provide, in its responsive bid, ALL of the following:

1. Description of Service Provider background. Service Provider should have at least five (5) years of experience providing special education services to public school districts or Charter School Organizations.
2. Listing of all major clients for each of the last two (2) years. Service Provider should demonstrate experience with Pre-K through 12 schools of similar size to CASLV. Approximate student enrollment should be provided next to each client school's name and address.
3. Describe your proposed fee structure.
4. Provide a description of the process of hiring, credentialing, training, disciplining and evaluating employees. Please be specific on how they are trained and what training occurs. In this item, please be specific about how you abide with the DOJ, TB, and credential clearance requirements of the Nevada Department of Education.
5. Description of services that distinguish Service Provider from the competition.
6. Describe your personnel management system that will facilitate the service provided. Please be specific about how schools will reach out to Service Provider and the time span you respond to the requests of each school.
7. Provide a form of monthly detailed invoice.

8. Provide an agreement for the cancelation of the contract if CASLV is dissatisfied with the services at any time, with adequate notice given to Service Provider.
9. Names of individuals (if currently known) who will perform contracted services, as well as the listing of their licenses.
10. Identify the person who will be primarily responsible for Human Resources and billing services. Identify persons who will serve as back up to the primary person. Please include the resumes of all persons listed in response to this item.
11. Describe the Service Provider's ability to provide services in a timely fashion, including a description of your staffing and a description of your familiarity with the services.

Exhibit A
To RSP for Special Education Services for the School Years 2017-2018
(RSP # 17-18 Special Education Services)

Bidder’s Response Form

Exhibit A / Section 1: Bid Response Information.

Legal Name of Service Provider _____

Jurisdiction of Service Provider _____

Fictitious Names (DBAs) of the Service Provider, if applicable: _____

Type of Business and types of products or services provided: _____

Contact Person: _____

Title: _____

Mailing Address: _____

E-mail: _____

Telephone Number: _____

Fax Number: _____

Tax ID No.: _____

Exhibit A / Section 2: References.

List at least three (3) companies or governmental entities (preferably public or charter schools or districts) where the same or similar services as contained in this specification package were recently provided by Service Provider.

Reference #1:

Company Name: _____

Contact Person: _____

Title: _____

Address: _____

E-mail: _____

Telephone Number: _____

Fax Number: _____

Reference #2:

Company Name: _____
 Contact Person: _____
 Title: _____
 Address: _____

 E-mail: _____
 Telephone Number: _____
 Fax Number: _____

Reference #3:

Company Name: _____
 Contact Person: _____
 Title: _____
 Address: _____

 E-mail: _____
 Telephone Number: _____
 Fax Number: _____

Exhibit A / Section 3: Bidder’s Certification.

The Service Provider, as well as the undersigned authorized representative of the Service Provider, hereby acknowledge all of the following:

1. That the authorized representative below is authorized to enter into contractual relationships generally, or into the specific Contract to which this RSP relates (and which would be binding upon an award being granted), on behalf of the Service Provider;
2. That he/she has carefully examined the RSP, and the contents of the same are hereby incorporated by reference;
3. That the Service Provider hereby proposes to supply the relevant services, and will, if awarded a Contract, furnish such products or services at the prices quoted in this bid/proposal and in strict compliance with the all of the terms and conditions set forth in this RSP, and such terms and conditions are agreed to, unless any exceptions are noted in writing with the Service Provider’s response;
4. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted (i) is not listed, as of the date of opening of this Bid/Proposal, on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA), nor on any list of banned or embargoed persons identified by the Office of Foreign Assets Control (or any similar lists of those suspected of engaging in terrorism, money laundering, and so forth); (ii) is in compliance with the FCC "Red Light Rule;" and (iii) agrees to notify the CASLV of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise after the date of this submission.
5. That the Service Provider is in compliance with all federal, state, and local environmental codes, laws, and statutes, and will remain in compliance at all times hereafter.

Exhibit A / Section 4: Detailed Information.

On pages to be attached, please provide the various descriptions and information required under “Part D” (“Mandatory Minimum Qualifications (of the Service Provider)”) of the RSP.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Date:

Name:

Title:

Exhibit B Contract Standard Terms & Conditions

This Addendum (the “*Addendum*”) is a part of that certain Contract (*as amended, the “Agreement”*) between you (“*Vendor*”) and Coral Academy of Science Las Vegas, a Nevada state public charter school (“*CASLV*”). *This Addendum supplements the Agreement.* The Agreement and this Addendum shall be interpreted in harmony and so as not to render any provision meaningless, but in the event of a conflict, the Agreement controls.

1. **Deliverables.** The “*Deliverables*” means the services (and any related goods) provided by Vendor to CASLV.
2. **Vendor’s Warranties and Covenants.** Vendor warrants that it holds all governmental licenses, permits, approvals, and qualifications appropriate to perform its obligations and provide the Deliverables (the “*Permits*”). Vendor covenants that the Deliverables will: (a) comply with the Permits; (ii) be provided in accordance with all applicable federal, state and local laws, regulations, ordinances, rules, codes, and orders, including labor laws and OSHA regulations (the “*Laws*”); (c) be free and clear of liens, mortgages, or encumbrances; and (d) conform to local industry standards.
3. **Vendor Employees.** Vendor is solely responsible for hiring, administrative supervision, promoting, discharging, and determining the compensation of its employees and other personnel. All such personnel shall be Vendor’s employees, not CASLV’s. Vendor shall be solely responsible and liable for all wages, compensation, severance and termination pay, and other benefits payable to such persons, and the foregoing shall be usual and customary for employees of similar vendors in Las Vegas, Nevada. Vendor’s employees are authorized to live and work in the USA. If CASLV objects to a Vendor employee (with or without cause), Vendor will replace such person.
4. **Insurance.** Vendor must at all times maintain in full-force and effect insurance coverage (in type and amount) which is (i) commercially reasonable and prudent given the nature of the Deliverables, and (ii) sufficient to satisfy the Laws and Permits. Vendor will provide proof of insurance upon request. Vendor’s insurance shall not limit in any respect its liability hereunder.
5. **Payment.** CASLV has 30 days from receipt of a written invoice to pay undisputed amounts due. An invoice must contain information regarding the Deliverables delivered, and the amount due. Invoices may not alter the Agreement.
6. **Default; Termination.** CASLV may (in its sole discretion) terminate the Agreement upon written notice to Vendor: (i) if Vendor fails to cure a material breach of the Agreement within ten (10) days after written notice from CASLV; (ii) if CASLV’s charter is revoked; (iii) upon any suspension, revocation, rescission, or termination of this Agreement in connection with the application of NRS Chapter 332.039 *et seq.*; and/or (iv) without cause, as set forth in the Agreement.
7. **Anti-Discrimination.** Vendor will not discriminate against any person on the basis of his/her race, color, religion, national origin, sex, marital status, disability, or any other classification protected by Law.
8. **State-Mandated Language.** All CASLV obligations are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, State Public Charter School Authority, or State Department of Education.
9. **Miscellaneous.**
 - (a) **Governing Law; Venue; Fees.** Notwithstanding any choice-of-law/–venue provision in the Agreement, all disputes and controversies arising out of or relating to the Agreement, in contract, tort, equity, or otherwise, are (i) governed by the laws of the State of Nevada, without regard to conflicts-of-law principles; and (ii) subject to exclusive jurisdiction in the state and federal courts in Clark County, Nevada.
 - (b) **Remedies; Damages.** Any remedies of the Parties herein are cumulative with all remedies at law or in equity. Vendor may not recover indirect, special or consequential damages or any lost profits.
 - (c) **Parties’ Relationship.** Vendor is an independent contractor. Nothing shall be deemed to create a relationship of (i) principal / agent, (ii) partners, joint venturers, or associates, or (iii) employer / employee. Neither Party has authority to bind the other Party.
 - (d) **Amendments.** This Agreement may not be amended except in a writing signed by both Parties.
 - (e) **Assignments.** Any assignment or delegation of rights or obligations by Vendor without CASLV’s prior written consent (in its sole discretion) is void. Any approved assignment shall not relieve Vendor of its obligations (i.e., Vendor shall remain responsible for Deliverables).
 - (f) **Notices.** Any required notices shall be in writing and given by (i) U.S. mail, certified or registered, postage prepaid, return receipt requested; (ii) Federal Express or similar courier; or (iii) facsimile or e-mail (if in combination with (i) or (ii)). Notices are deemed delivered upon actual receipt or attempted delivery.
 - (g) **Confidentiality.** Except with CASLV’s prior written consent (in its sole discretion), or as legally required, Vendor will not: advertise, publish or otherwise disclose in any press release or other form of distribution to any third party: (i) its commercial relationship with CASLV, (ii) the terms of the Agreement, or (iii) any other information or documents provided by CASLV. At the end of the Agreement, the Vendor shall return or destroy all of CASLV’s confidential information and documents.
 - (h) **Negotiation; Counsel.** Each Party has had a full opportunity to be represented by counsel in this Agreement. This Agreement shall not be construed in either Party’s favor based on who drafted or revised this.

[Conclusion of Standard T&Cs]