

NOTICE TO BID

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

**REQUEST FOR SEALED PROPOSALS FOR
BACK OFFICE SERVICES FOR THE SCHOOL YEARS 2019-2024**

March 7, 2019

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 back office 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 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:

Purchasing Manager
Coral Academy of Science Las Vegas
8965 S. Eastern Ave. Ste. 280
Las Vegas NV 89123
Email: zaksoy@coralacademylv.org

The bidding period is now open. No preregistration is required. Sealed proposals must be submitted to the Purchasing Manager (at the physical address above, not via email or fax) no later than by 3:00 p.m. Pacific time on Tuesday, March 26, 2019.

Bid Schedule:

Newspaper Ads:	03/11/2019 - 03/17/2019
Proposal submission date:	03/26/2019
Proposal evaluation date:	03/27/2019 - 04/05/2019
Board approval date:	04/06/2019
Agreement date:	07/01/2019- 06/30/2022 or 07/01/2019- 06/30/2024

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 # 19-24 Back Office 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 the amount of coverage, size of the 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 3:00 p.m. Pacific time on March 26, 2019, and shall be addressed and delivered to:

Purchasing Manager
Coral Academy of Science Las Vegas
8965 S. Eastern Ave. Ste. 280
Las Vegas NV 89123

Email: zaksoy@coralacademylv.org

The Purchasing Manager's email address is listed above, but proposals only 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 Purchasing Manager (but no other CASLV employee or agent) at the email address above. The Purchasing Manager 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 (i) 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 the 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 school facilities
 - Past relationship with CASLV
 - Professionalism
 - Managerial staff
 - Employee training and staff
 - References
 - Insurance policies / coverage
 - Financial strength
 - Litigation or complaint history
 - Minority ownership
 - Use of environmentally-safe products
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 canceled 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 a 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. Accounting

- a) **Bookkeeping Support** – Utilize a quality bookkeeping system to provide a complete bookkeeping solution to CASLV. Specifically, the Back Office Provider will:
- **Chart of Accounts** – Create a Standard Account Code Structure (SACS)- and Generally Accepted Accounting Principles (GAAP)-compliant and CASLV-tailored Chart of Accounts.
 - **General Ledger** – Create and maintain SACS- and GAAP-compliant General Ledger. Back Office Provider will modify, revise, and incorporate more or less detail in account code structure as requested by CASLV.
 - **Accounts Receivable** – Monitor receipt of revenues tied to the budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. The system includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099's.
 - **Fund / Restricted Accounts** – Track restricted revenues and/or other revenues CASLV requests in writing, including separate tracks (e.g., parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control:** – Create and maintain an asset tracking and depreciation schedule system which is integrated into General Ledger.

2. Payroll

- a) **Payroll Setup-** Based upon the payroll information from CEG, Back Office Provider will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. Back Office Provider will be responsible for paying the payroll service's fees directly.
- b) **Payroll Processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by CASLV. Payroll processing includes all of the following:
- i. Complete PERS reporting through the Public Employees' Retirement System of Nevada
 - ii. Voluntary Deductions (e.g., 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)

3. External Reporting

- a) **Budget -** Preparation and Data Submittal of Required Budget Reports in the Nevada Department of Education and State Public Charter School Authority Budget Format.
- b) **Audit** – Back Office Provider will act as the lead point of contact with CASLV's auditor and will work with the auditor through finalization of the audit report.

- c) **National School Lunch Program (NSLP)** – Assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.
- d) **General Reporting** – Includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity.

4. Internal Reporting and Budgeting

- a) **Budgeting/Cash Flow** – Back Office Provider shall develop and modify both current and future year budgets and pro forma cash flow models. All state-mandated development and adoption timelines shall be incorporated into the planning process. There are no limits to the number of budget revisions that may be requested by CASLV. Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to CASLV.
- b) **Internal Monthly Reporting-** Back Office Provider will create and send monthly reports to CASLV including:
 - Budget to actual income statement
 - Balance sheet
 - Cash flow projections
 - Fiscal analysis and commentary as applicable
- c) **Board Meeting Support** - Back Office Provider will be available upon request for CASLV board meetings to present financial reports and/or answer financial questions. There are typically between five and eight meetings per year, but there is no limitation to the number of times CASLV may request a Back Office Provider employee's presence at CASLV board meetings.

5. Policies

- a) **Fiscal/Operating Procedures** – With the collaboration of CASLV, Back Office Provider will assist in the development and maintenance of fiscal and operating procedures and internal control policies.
- b) **Client Support** – At CASLV's written request, Back Office Provider will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

Exhibit A
To RSP for Back Office Services for the School Years 2019-2024
(RSP # 19-24 Back Office 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.: _____

Pricing

Monthly Fee: _____

Three Years Contract: _____

Five Years Contract: _____

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.

SIGNATURE OF AUTHORIZED
REPRESENTATIVE:

Date:

Name:

Title:

Exhibit B

Contract Standard Terms & Conditions

This Addendum (the “*Addendum*”) is a part of an agreement or agreements (*collectively, 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, this Addendum 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) conform to 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 Deliverables delivered and amount due (and if there are pass-through costs/expenses, reasonable supporting proof of the same). No invoice may alter this 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 permitted in the Agreement.

7. **Special Charter School Mandates.**

(a) 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.

(b) If Vendor’s annual amount to perform hereunder exceeds \$50,000, Vendor hereby certifies that it is not currently engaged in, and will not during the term of this Agreement engage in, a boycott of Israel as defined in S.B. 26 (2017).

(c) Vendor represents and warrants that it has not, and covenants that it shall not, offer, gift, or transfer, whether directly or indirectly, a gift, commission, or other benefit to any CASLV director, officer, or employee, now or in the future.

(d) Vendor will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, disability, or other classification protected by Law.

(e) Nothing herein constitutes a waiver of the protections and immunities in NRS Chapter 41 or similar state and federal laws.

8. **Miscellaneous.**

(a) **Governing Law; Venue; Fees.** 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 conflict-of-law principles; and (ii) subject to exclusive jurisdiction in the state and federal courts in Las Vegas, Clark County, NV. The prevailing party (on the main issue(s)) shall be reimbursed for its reasonable attorneys’ fees/costs by the other party.

(b) **Remedies; Damages.** Any remedies of the Parties herein are cumulative with all remedies in law/equity. Vendor may not recover indirect, special, or consequential damages, nor lost profits.

(c) **Severability.** If any term is held by a court to be void, voidable, or unenforceable, then (i) all other terms shall continue in force and effect and not be affected thereby, and (ii) in lieu of the stricken term, the parties (or court) shall add a term that is valid and enforceable and as similar as reasonably possible to the stricken term in purpose and effect.

(d) **Parties’ Relationship.** Vendor is an independent contractor. Nothing herein creates 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.

(e) **Amendments.** This Agreement may not be amended except in a writing signed by both Parties.

(f) **Assignments.** Any assignment or delegation of rights or duties 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 fully responsible).

(g) **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 (in combination with (i) or (ii)). Notices are deemed delivered upon actual receipt or attempted delivery.

(h) **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/disclosure to any third party: (i) its commercial relationship with CASLV, (ii) the terms of this Agreement, or (iii) any other information or documents provided by CASLV. At the end of the Agreement, Vendor shall return (or destroy) all of CASLV’s confidential information and documents.

(i) **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 a particular provision.

(j) **Time.** Time is of the essence in this Agreement.

(k) **Survival.** The provisions herein which should, by the nature of such provisions, survive termination of this Agreement (e.g., indemnities), shall survive for a reasonable period of time.

(l) **Counterparts.** This Agreement may be entered into in counterparts, each of which is an original when executed. Signatures may be delivered by facsimile or e-mail, with the same force and effect as originals.

[Conclusion of Standard T&Cs]