

**CONTRACT BETWEEN
CLARK COUNTY SCHOOL DISTRICT**

And

XXXXXXXXXXXXXXXXXXXX

THIS contract is between **XXXXXXXXXX** (hereinafter called the “Supplier”), having an office at **XXXXXXXXXX**, and the Clark County School District (hereinafter called CCSD, Owner or District), having an office at 4212 Eucalyptus Avenue, Bldg. #7, Las Vegas, Nevada 89121.

WHEREAS, the District has determined that the services of the Supplier herein specified are deemed both necessary, desirable, and in the best interests of the District.

WHEREAS, the Supplier represents that he/she is duly qualified and able to render the services as hereinafter described;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **Amendment:** No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officers with authority to execute an amendment to this contract are Administrators of the District’s Purchasing Department.
2. **Applicable Law, Jurisdiction and Venue:** This contract shall be construed and interpreted according to the laws of the State of Nevada. The venue of any action brought hereunder shall be Clark County, Nevada.
3. **Assignment of Contractual Rights:** The Supplier shall not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of the District and any sureties.
4. **Attorney’s Fees:** The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorneys’ fees.
5. **Compliance with Applicable Laws:** Supplier shall comply with OSHA, EPA, HIPAA, and all other applicable Federal, State, local statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, relative to conducting business with the District; all the aforementioned provisions are incorporated by reference.
6. **Compliance with District Regulations:** Supplier shall comply with all District policies and regulations; these requirements are incorporated by reference.
7. **Compliance with FERPA:** In the event that the District shares education records with the Supplier, the following provision shall apply. Supplier is a contractor or outside service provider with whom the District has outsourced institutional services or functions that it would otherwise use employees to perform. For purposes of the Family Educational Rights and Privacy Act(FERPA), Supplier constitutes a school official with a legitimate educational interest in obtaining access to education records, and will only have access to those particular education records in which they have a legitimate educational interest. Supplier shall be under the direct control of the District with respect to the maintenance and use of personally identifiable information from education records provided under this Agreement. Supplier is subject to the same conditions on the use and re-disclosure of personally identifiable information from education records that govern other school officials, including 34 C.F.R. § 99.33 and the requirements established by the District.
8. **Confidential Information:** In the event the Supplier is furnished with or otherwise has access to confidential District information, while fulfilling its responsibilities under the terms of this agreement, the Supplier shall agree to hold such information in strict confidence and shall take all reasonable precautions to maintain the confidentiality of the information. The Supplier shall exercise the same degree of care and protection that would be exercised with respect to its own confidential information. The Supplier shall only use and access confidential information as necessary to fulfill its obligations under this contract. The Supplier shall not directly or indirectly disclose, sell, copy, distribute, reproduce, transfer, display, modify, create derivative works from, demonstrate, or allow any third party to have access to any of the District’s confidential information which may include, but not be limited to: student academic records, student medical records, student photographs, budgetary information, etc.
9. **Conflict of Interest/Nepotism:** Pursuant to Regulation 3312, the District will not enter into a purchase transaction for any amount with any person related within the third degree of consanguinity or affinity to a member of the Board of School Trustees, or to a person acting as the authorizing official for the District, except as fully disclosed and authorized in advance. Authorizing official means a person who has final authority to administer budgets, or his/her designee.

The Supplier must disclose any relationship or affinity with a member of the Board of School Trustees or an authorizing official in writing to an Administrator of the Purchasing Department prior to executing this contract. Failure to properly disclose a relationship will result in termination of the contract and may jeopardize the Supplier's future business dealings/opportunities with the District.

- 10. Contract Suspension:** The District may suspend performance by Supplier under this contract for such period of time as the District, at its sole discretion, may prescribe by providing written notice . Upon such suspension, the District shall pay the Supplier its compensation, based on work completed. Supplier shall not perform further Work under this contract after the effective date of suspension until receipt of written notice from the District to resume performance.
- 11. Contract Term:** This contract will become effective as of XXXX and shall continue in full force and effect until XXXX unless terminated by the District without cause, upon giving X-calendar day written notice. The District reserves the right to continue the life of the contract via an amendment if the contract is performed to the District's satisfaction.
- 12. Contract Termination:** The District may, without cause, order the Supplier in writing to terminate the Work in whole or in part. Upon receipt of written notice the Supplier shall immediately cease all work, preserve and prepare the partially completed work to be turned over to the District along with the Supplier's final billing. The District shall be liable for charges for work that was performed prior to receipt of the termination notice. No allowance will be permitted for anticipated profits.
- 13. Cooling Off Period:** Per District Regulation 4371, the District may not enter into any contract, agreement, or consulting arrangement directly or indirectly with any employee or former employee for a period of one year from the date of termination of employment other than as a member of a bargaining unit or as a substitute employee, unless, (1) there is full disclosure of the nature and extent of the employee or former employee's interest in the matter, and (2) the contract is noticed and acted upon in an open session before the Trustees and approved by a majority of the Board of Trustees.
- 14. Covenant:** The Supplier covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Further, the Supplier covenants, to its knowledge and ability, that in performance of said services no person having any such interest shall be employed.
- 15. Dispute Resolution: Mediation:** In the event of a dispute the District's Purchasing Department will schedule a meeting with the Supplier to attempt to mediate and resolve any outstanding claims or disputes prior to initiating a request for arbitration (or commencing litigation). If through good faith efforts the matter is not resolved within fourteen (14) working days after the scheduled meeting, the parties may agree to continue mediation or may decide to proceed with the formal resolution process set forth herein.

Formal Dispute: In the event that mediation is unsuccessful, the controversy or claim arising out of or related to the Agreement, or the breach thereof, shall be settled by arbitration, unless the District, at its sole option, rejects arbitration by so notifying the Supplier. If the District rejects arbitration, the Supplier shall have thirty (30) days from the date of the receipt of the notice of rejection to commence litigation(s) by the service of a summons and complaint upon the District. Failure to effect service upon the District within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration. If the matter is arbitrated, the rules of the American Arbitration Association shall apply. Judgment on such awards may be entered by Nevada courts. The parties agree that no attorneys' fees may be awarded by any arbitrator to any party or sub-tier party that arise out of or relate to any and all claims and other disputes pertaining to the Agreement (in any case)
- 16. Entire Agreement:** This contract constitutes the entire agreement between the parties.
- 17. Expenses:** In the event that the District agrees to pay the Supplier's expenses directly related to this Work the following parameters shall apply: no overhead and/or profit shall be permitted, Supplier shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by District policy, regulations and procedures for its own employees and suppliers. Reports of expenses shall be submitted on an approved form along with invoices for all itemized charges.
- 18. Extra Work:** The District reserves the right to request the expansion or modification of the Supplier's scope of work to perform related services and/or issue amendments to commission an expanded scope of work for related services without invalidating the remaining terms and conditions of this contract.
- 19. Federal Funding:** In the event federal funds are used for payment of all or part of this Contract: Supplier certifies, by signing this Contract, 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. Supplier agrees to provide immediate notice to the District's Purchasing Department in the event of being suspended, debarred, or declared ineligible by any Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this contract.

- 20. Fee Schedule:** The District shall pay at a rate of \$XXX per hour, with the total not to exceed \$XXX, or a lump sum payment not to exceed XXX, without prior amendment to this contract. The Supplier shall bill monthly in arrears. Payments shall be made monthly within 30 days after receipt of a properly prepared and correct invoice sent via SAP Business Network (preferred) or to: Clark County School District, 2832 E. Flamingo Rd, Las Vegas NV, 89121, Attn: Accounts Payable or via email to inbox060@nv.ccsd.net. Invoice shall include the following information:
- Supplier's name,
 - Complete address (including street, city, state, and zip code),
 - Telephone number,
 - Contact person,
 - Itemized description of services (including dates),
 - District's purchase order number,
 - Supplier's Federal Tax Identification Number
- 21. Fiscal Fund Out:** The District reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If the District does not allocate funds to continue the purchase of the product and/or services, this contract shall be terminated when appropriated funds expire.
- 22. Force Majeure:** Neither party shall be liable for failure or delay in performance under any Agreement anticipated by this order due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, pandemic, epidemic, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind specifically enumerated above. During any period of Supplier's inability to perform, the District may acquire from others, without incurring liability to Supplier, said goods or services.
- 23. Gratuities:** In accordance with District Policy 3316, District employees are prohibited from accepting any gratuity (including food or beverages) from Suppliers or prospective Suppliers.
- 24. Headings:** Paragraph/section headings, numbers and alphabetical designations have been inserted for convenience of reference only. If there is any conflict between any such designations and the text of this agreement, the text shall take precedence.
- 25. Indemnification:** The Supplier agrees to protect, defend, indemnify and hold harmless the District, and its officers and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this contract, if such injury, loss, or damage is due to the Supplier's activities contemplated herein, or any subcontractor of the Supplier, or any officer, employee, or agent of the Supplier.
- 26. Insurance:** The Supplier shall be responsible for maintaining insurance coverage in force for the life of the contract. The insurance company(ies) must have an A.M. Best rating of A- VI or better and be licensed to write such insurance in the state of Nevada. Prior to commencement of services provide the District adequate insurance documents confirming coverage. The insurance carrier shall give the District a thirty (30) day written advance notice of any termination, expiration, or any and all changes in coverage. Deductibles and self-insurance retentions shall be declared in the certificate(s) of insurance. All deductibles and retentions are the sole responsibility of the Supplier to pay. Insurance documents shall verify the following coverages:
- Statutory Workers Compensation, and Employers Liability, with limits no less than \$1 million, and providing Clark County School District with a waiver of subrogation.
 - Commercial General Liability Insurance, including contractual liability **and coverage for sexual abuse, molestation and corporal punishment**, in accordance with the indemnification requirements in above paragraph, and including bodily injury, personal injury, and property damage, with limits of at least \$1,000,000 per occurrence. Coverage shall be Primary and Non-contributory. The general liability insurance shall name the Clark County School District as an additional insured and extend to Products/Completed Operations in addition to Ongoing work.

- c. Professional Liability (Errors & Omissions) with minimum limits of at least \$1,000,000 per occurrence. The insurance required above may be provided under primary policies or by a combination of primary and excess policies.
- d. Commercial Automobile Liability Insurance, in accordance with the indemnification requirements in paragraph 8.15, and including passenger liability, with limits of at least \$1,000,000 per occurrence. Coverage shall extend to all Owned, Non-Owned or Hired Auto. NOTE: If Provider will NOT ever be on CCSD property or driving anywhere as part of the contract, this coverage is not needed.
- e. Cyber Liability with minimum amounts of at least \$1,000,000 (Buyer to adjust amount as needed) per occurrence for claims involving privacy violations, information theft, intentional and/or unintentional release and/or extortion.
- f. Reference your insurance documents to the Clark County School District, Attention: Purchasing Department, 4212 Eucalyptus Avenue, Bldg. #7, Las Vegas, NV 89121, and indicate the PS number.

27. Intellectual Property: Any drawings, written reports or other works made by the Supplier shall be considered works for hire and become the property of the District. Any such works shall not be stamped with the Supplier's proprietary markings.

28. Invoice Audits; The Supplier shall provide to the District, within 14 calendar days of request, a report to validate that the price(s) charged are in accordance with the PSA price(s). The report shall be provided in the format specified by the District. Discrepancies, errors, and/or omissions found in the report shall require the Supplier to update and correct the report within seven calendar days of notice from the District. In the event the Supplier undercharged the District, the District shall reimburse the Supplier within 30 calendar days. In the event that the Supplier overcharged the District it shall reimburse the District within 14 calendar days. If overcharges are found, the District may declare the Supplier in breach of contract, terminate the contract, and designate the Supplier non-responsible for future bid/proposal efforts for two years and pursue any other legal or equitable remedies available by law.

29. No Third Party Rights: This contract is made for the benefit of the District and the Supplier, and not for any outside party.

30. Non-Endorsement: As a result of the selection of the Supplier to furnish services, the District is neither endorsing nor suggesting that the Supplier's service is the best or only solution. The Supplier agrees to make no reference to the District, in any literature, promotional material brochures, sales representations, or the like, without the express written consent of the District's Director of Purchasing and Warehousing.

31. Notices: Any notice required to be given under this contract or any amendments thereof shall be sent by certified U.S. Mail or FedEx to the parties at the following addresses:

<p>To: Clark County School District Director of Purchasing & Warehousing 4212 Eucalyptus Ave., Bldg. #7 Las Vegas, Nevada 89121 Phone: (702) 855-5461</p>	<p>AND</p>	<p>To: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] Phone: (XXX) XXX-XXXX</p>
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Any notice required to be given shall be deemed to have been given when received by the party to whom it is directed.

32. Out of State Suppliers: Out of State Suppliers shall accept collect calls or provide a toll free number for the placement of orders and conducting business with the District.

33. Purchase Orders: Delivery of and invoicing for the product(s) and/or services offered will only be authorized upon issuance of a purchase order by the District.

34. Records: The books, records and documents of the Supplier relevant to this contract shall be subject to inspection, examination and/or making excerpts or transcripts by the District or its designee.

35. Relationship: The parties agree that the Supplier is an independent contractor; the Supplier is not a District employee. There shall be no withholding of income taxes by the District, industrial insurance coverage provided by the District, participation in group insurance plans which may be available to employees of the District, participation or contributions by either the Supplier or the District to the Public Employees Retirement System, accumulation of vacation leave or sick leave, nor unemployment compensation coverage provided by the District.

36. Sales Tax: Any Supplier that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (775) 687-4892.

- 37. **Scope of Work:** The Supplier will provide the following services: **XXXXXX** All work shall be done in a good and workman-like manner and in accordance with industry standards. All Supplier personnel assigned to this project shall be fully qualified and legally able to perform the work.
- 38. **Severability:** It is mutually agreed that all of the terms, covenants, provisions and/or agreements contained herein are severable and that, in the event any of them shall be held to be invalid, illegal, or unenforceable by a competent court or arbitrator, this contract shall be interpreted as if such invalid term, covenant, provision, or agreement were not contained herein and the remaining provisions shall be valid and enforceable.
- 39. **Subcontracting:** No work may be subcontracted by the Supplier without the prior written approval of the District, which shall not be unreasonably withheld.
 - a. Approval by the District of Supplier's request to subcontract or acceptance of or payment for subcontracted work by the District shall not in any way relieve Supplier of responsibility for the professional and technical accuracy and adequacy of the Work. Supplier shall be and remain liable for all damages to the District caused by negligent performance or non-performance of work under this Agreement by Supplier's subcontractor or its sub subcontractor.
- 40. **Taxes:** The District is a political subdivision of the State of Nevada and under the provisions of NRS 372.325 is exempt from payment of Sales and Use Tax (Tax Identification Number is 88-6000030). The prices bid must be net, exclusive of taxes.
- 41. **Title and Risk of Loss:** The title and risk of loss of material or service shall not pass to the District until material is delivered to the specified location, quantities are verified, and the material is inspected for damage or service is completed as specified.
- 42. **Waiver:** No waiver or any breach of this contract or any of the terms or conditions hereof shall be held to be a waiver of any other subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.
- 43. **Warranty:** Supplier warrants that the Work shall be performed with that degree of skill, care, and judgment customarily accepted as sound and quality practice and procedure. Supplier further warrants that the Work fulfills the requirements and intent of the entire contractual Agreement inclusive of the Supplier's proposal. If the Work fails to meet the aforementioned criteria and/or is in the judgment of the District to be inadequate the Supplier shall re-perform the work or portion that is unsatisfactory. The Supplier shall be liable for all costs and expenses incurred in the performance of corrective work and services, inclusive of travel, per diem, etc. The District agrees to meet with the Supplier, (if requested) on an as needed basis to monitor the effectiveness of ongoing work and notify the Supplier of deficiencies within a reasonable time of discovery.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

CLARK COUNTY SCHOOL DISTRICT

By _____

Purchasing Administrator

Printed Name _____

Title _____

Date _____

SUPPLIER: _____

By _____

Authorized Company Representative

Printed Name _____

Title _____

Date _____

Tax ID Number _____

**EXPENSES APPLICABLE
TO THIS CONTRACT**

NO

YES

PURCHASING ONLY

PS Number _____

Board Approval

Required _____ Date _____

Attachments: Yes/No

List _____