



**BUSINESS CENTER SOUTH  
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE  
NEVADA STATE COLLEGE, LAS VEGAS (“NSC”)**

**REQUEST FOR PROPOSAL 693-BC  
FOR NEVADA STATE COLLEGE FACILITY MAINTENANCE SERVICES**

**RELEASE DATE:** Tuesday, February 7, 2017

**PRE-PROPOSAL SITE WALK:** Tuesday, February 14, 2017 at 10:00 a.m. – 12:00 Noon Location at the Nevada State College 1300 Nevada State State Drive, Henderson NV 89002 Meet at the Roger Student Center, Room 303

**LAST DAY FOR QUESTIONS:** Wednesday, February 22, 2017

**LAST DAY FOR ADDENDA:** Monday, February 27, 2017

**OPENING DATE, TIME and LOCATION:** Tuesday, March 7, 2017 at 3:00 p.m.

**SUBMITTAL LOCATION:** University of Nevada, Las Vegas  
4505 Maryland Parkway  
**Campus Services Building, Room 235**  
Las Vegas, NV 89154-1033

**PLEASE NOTE: ANYONE SUBMITTING PROPOSALS IN RESPONSE TO THIS REQUEST MUST FIRST BE QUALIFIED AS A BIDDER. EACH PROPOSER SHALL BE PROPERLY LICENCED BY THE NEVADA STATE CONTRACTORS BOARD PRIOR TO THE OPENING OF BIDS ON THE OPENING DATE. NEVADA STATE COLLEGE CANNOT AWARD A CONTRACT TO ANY PROPOSER WHO, AT THE TIME OF THE OPENING IS NOT PROPERLY LICENSED UNDER THE PROVISIONS OF NEVADA REVISED STATUTES CHAPTER 624 OR TO A PROPOSER FOR WHOM THE AWARD WOULD EXCEED THE LIMITS OF THEIR LICENSE. PROPOSERS MUST BE QUALIFIED AS A BIDDER AT THE TIME OF PROPOSAL SUBMITTAL WITH THE STATE PUBLIC WORKS DIVISION OF THE DEPARTMENT OF ADMINISTRATION FOR THE COST CATEGORY REQUIRED FOR THE PROJECT. PLEASE REFER TO <http://publicworks.nv.gov/Bids/Bids/>. PLEASE REFER TO <http://publicworks.nv.gov/Bids/Bids/>.**

Sealed proposals, one (1) original, five (5) copies and (1) electronic copy on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above (“Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.nsc.edu/> to view a map of NSC campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Brandy Candelaria  
Assistant Director  
Phone (702) 895-0969  
Fax: (702) 895-3859  
[Brandy.candelaria@unlv.edu](mailto:Brandy.candelaria@unlv.edu)

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Companies wishing to do business with NSC must first register as a supplier at the following website: <https://supplierregistration.purchasing.NSC.edu/>. If you need assistance or have questions please send your inquiries to [Supplier.Registration@NSC.edu](mailto:Supplier.Registration@NSC.edu).

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**SECTION A**  
**INTRODUCTION**

**1. PURPOSE OF REQUEST**

Nevada State College invites interested parties to submit a Proposal for a qualified contractor able to provide a high level of custodial, grounds and facility maintenance services for the Nevada State College (NSC) campus and facilities. The successful proposer will ensure that the staff, students and community users of these Facilities have a safe, healthy, functional and legally compliant environment that makes a positive contribution to the educational processes, business processes and community uses conducted within those facilities.

NSC contemplates a proposal for facilities management (FM), maintenance and repair of school buildings and their respective equipment, e.g. boilers required in the normal maintenance of NSC property. The scope of the resulting agreement will include all duties and repairs necessary to properly manage and maintain campus facilities according to nationally recognized standards. It is anticipated that prospective bidders standard cost models would be inclusive of all charges associated with maintenance and repairs. The management company would conduct its mission under the general parameters established by the Office of the Vice President for Finance and Business Operations.

**2. NEVADA STATE COLLEGE, LAS VEGAS**

Nevada State College, a four-year public institution, is a member of the Nevada System of Higher Education. Nevada State places a special emphasis on the advancement of a diverse and largely under-served student population. Located on a developing 509-acre campus in the foothills of Henderson, Nevada, the college was established in 2002 as a new tier in the state system between the research universities and the two-year colleges. In this role, the college emphasizes high-quality instruction, exemplary service, engaging learning experiences, and innovation as a means to more efficient, effective outcomes in all corners of the campus. Since 2002, Nevada State has grown to offer more than 45 majors and minors, has received independent accreditation, and has expanded its physical campus. Today, the college serves approximately 3,700 students and has over 3,000 alumni, each representing a broad array of cultural and economic backgrounds. A profile of the campus, campus facilities and major facility systems are attached as Exhibit C.

**3. TERMINOLOGY**

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.

REQUEST

Request for Proposal, RFP

RFP RESPONSE FORM

Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

PRICING

Proposer form submitted in Section E defining any pricing and/or any applicable royalty fees.

GENERAL TERMS AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum Contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All NSC Contracts are subject to existing Contracts (and any replacement Contracts thereof).

NSC

Nevada State College, Las Vegas

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE Contract. The Board of Regents acts on behalf of NSC.

COMPANY(IES)

"Company" means the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, partnership, or other legal entity, and any person(s) acting on behalf of such entity.

AFFILIATE(S)

"Affiliate" means an entity that controls, is controlled by, or is under common control with the Company.

**SECTION B**  
**SUBMISSION INSTRUCTIONS**

NSC invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. NSC is not bound by any oral representations, clarifications, or changes made in the written specifications by NSC employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **fifty (50)** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing or Royalty Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to NSC or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal that is not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the NSC Website: <http://go.NSC.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/NSC in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/NSC shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) Proposers should direct any questions regarding the RFP to the designated contact(s) from the Purchasing Department. Proposers shall not contact other UNLV or NSC employees regarding this RFP. Any such contact may result in rejection of the Proposal.
- p) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**), unless otherwise stated. Please note that an award is not final until there is a fully negotiated signed Contract.
- q) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- r) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- s) NSC accepts no responsibility or liability for any costs incurred by a responding Company/Proposer prior to the execution of the Contract.
- t) NSC reserves the right to Contract for less than all of the services identified herein.
- u) **Proposals are not to contain confidential/proprietary information.** NSC is subject to the Nevada Public Records Act. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.
- v) The Proposer Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes Chapter 338.

## 2. EVALUATION OF PROPOSALS

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- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. NSC reserves the right to create a “short list” of Companies to be interviewed. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.
- c) A Contract will be awarded on the basis of which Proposal(s) NSC deems best suited to fulfill the requirements of this RFP and meet NSC’s needs. NSC also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of NSC.
- d) NSC will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
1. Relevant Experience and References	20
2. The Transition Approach	10
3. Operating Approach/Method of Performance	30
3. Financial Proposal	40
Total Possible Points	100

**1. Experience and References 20 POINTS**

Provide a brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in the proposing firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the proposer.

State the length of time the company has been in business, and how long the company has been in the business of providing facilities ground and maintenance services.

The Proposer must indicate similar higher education campuses that they are currently working with and demonstrate how the work there would correlate to understanding goals, competencies and performance of this scope of work at Nevada State College.

Provide a customer reference list of no fewer than three (3) organizations with whom respondent has previously provided similar goods and/or services within the past five (5) years. Reference list is to include company name, contact person, telephone number and e-mail address, length of business relationship, and brief description of services provided.

Furnishing incorrect or incomplete reference information may lead to the proposer’s elimination from consideration for award. The decision to eliminate a proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of NSC

and shall not be subject to appeal. NSC reserves the right to check other sources with who proposer is currently or has done business with, but which are not specifically listed in the RFP response.

Describe the management structure of the proposed relationship, including all key executives, representative and the location of regional and district support. Provide resumes of key executives/staff that will be assigned to provide the services described in this RFP. Resumes should include information on individual's particular skills, education, experience, significant accomplishments, licensing, professional affiliations, and any other pertinent information as well as any consultants, engineers, etc. to be used.

## **2. TRANSITION APPROACH**

**10 POINTS**

In your opinion, what steps, including a timeline, are needed for a successful transition from in-house to outsourced combined, facilities management, custodial, and grounds service provider?

Explain your strategies for a successful transition. Describe the implementation support personnel who will be provided (e.g., number of personnel, level of personnel, field of expertise of such personnel, number of years such personnel have been employed with the Proposer in their present capacity, time commitment, etc.). Detail the time commitment expected of University staff for transition assistance.

## **3. OPERATING APPROACH/ METHOD OF PERFORMANCE**

**30 POINTS**

Describe your firm's philosophy on maintaining and cleaning campus facilities and grounds. Include any recommending tools to ensure top performance, describing any best practices that your company utilizes for facility management, custodial and grounds services.

Include a detailed staffing plan to accomplish the scope of work that indicates the duties of each role, the numbers of position for each role.

Describe your compensation and benefit programs provided to your employees.

Proposers should provide all applicable state and industry licensing, certifications and credentials that Proposer possesses.

Specify any project which NSC will have to provide additional resources and how those projects will be handled.

Identify the Computerized Maintenance Management System (CMMS) you will use, how it is routinely used and the process to implement it campus-wide. Include a list of standard report functionality as well as any technical or licensing requirement.

The Proposal should include Proposer's recommended plan to provide the services outlined in the Scope of Work and any other recommended services.

## **4. FINANCIAL PROPOSAL**

**40 POINTS**

Proposers are instructed to provide their proposed fees on the Pricing Response Form, Section E. Proposers should submit one original, and one electronic copy on CD or flash drive, of their Pricing Response.



Technical and Pricing proposals must be submitted in separate, sealed envelopes. Note: **no cost information is to be included in the Proposer's technical proposal.** The Technical and Pricing proposal envelopes should be submitted together in a single sealed package/envelope.

3. **LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

4. **PUBLIC OPENING OF RFP's**

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

5. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. Proposer shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSC's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.
- c) At the time of submitting the Proposal, Proposers must have a current State of Nevada Contractor's license relevant to the work. For subcontracted work, the subcontractor must have the applicable specialty license.

6. **WITHDRAWAL OF PROPOSAL**

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by NSC for the performance of the Contract. If sufficient appropriations and authorizations are not made by NSC, the Contract shall terminate, without penalty, upon written notice being given by NSC to Proposer. NSC's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and NSC.
- b) NSC reserves the right to award on a multi-year basis and, if in the best interest of NSC, to award to multiple Contractors.
- c) The initial term of the Contract will be one (1) year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4) one year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) NSC reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and NSC to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of NSC, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by NSC and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then NSC may consider Proposer's exceptions when NSC evaluates the Proposer's response.

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- h) NSC and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by NSC. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) If not prohibited by law, any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). NSC is not liable for the obligations of the governmental entity which joins or uses the resulting Contract.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/NSC in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/NSC shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, NSC may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by NSC.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.

- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior Contracts or is guilty of misrepresentation by any member of that particular Company.
- i) NSC reserves the right to waive any minor informality or irregularity.
- j) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- k) Reports of poor performance on previous contracts.
- l) Proposer is not a qualified bidder pursuant to NRS 338.1379.
- m) Failure to comply with submission instructions.

9. **FAILURE TO FURNISH AT SPECIFIED**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to NSC, as applicable), as the Director may determine.

10. **FREIGHT TERMS**

- a) All freight terms must be F.O.B. destination.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by NSC, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date NSC check is mailed.

14. **PROTESTS**

Any Proposer or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

NSC supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by NSC. NSC also supports efforts to encourage local businesses to compete for NSC contracts. In addition, NSC supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A “tier 2 supplier” or subcontractor is a supplier who is contracted for goods or services with the prime Contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** shall provide the following reporting information in its response:
  - (1) Proposer’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
  - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

b) Any award from this RFP that results in a Contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the NSC prime Contract.

The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to NSC by September 15

b) Definitions

(1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

(2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

(3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

(4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

(5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to

engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

c) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

a) A key focus of NSC is to minimize the impact the procurement of goods and services has on the local environment. NSC is committed to sustainable economic, social, and environmental practices in all operations involving NSC. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

b) NSC may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSC.

c) All electronic equipment NSC purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSC's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

a) It is the Proposer's responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. NSC is exempt from paying state, local and federal excise taxes.

b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSC's Purchasing Department in the event the license is no longer valid.

c) NSHE/NSC is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/NSC State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

NSC is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, sex, color, creed, ethnicity, religion, age, marital status,

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pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws. NSC employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

20. **INTERVIEW DISPLACED EMPLOYEES**

Proposer should commit to interview any displaced Nevada State College Facilities Management employees to fill any position proposed for which the displaced employee is qualified. This is not an obligation to hire.



**SECTION D**  
**SCOPE OF WORK/SPECIFICATIONS**

Nevada State College (NSC) desires a Contractor to perform the labor necessary to perform the preventative and corrective maintenance of all aspects of the Facility components and systems as identified by NSC. The Contractor will be required to perform Facility Maintenance Services as needed to maintain the operation of all NSC Grounds and Facilities.

General Requirements:

- Onsite Monday through Friday, 7:00 a.m. to 5:00 p.m. (except State Holidays)
- On call 24 hours/365 days a year (including Holidays)
- Respond to corrective action work requests within specified times
- Provide and use a Computerized Maintenance Management System (CMMS) to manage Work Orders and provide routine reports
- Provide and utilize a computerized asset (equipment) list with a preventive maintenance schedule
- Coordinate semi-annual emergency monitor meetings and annual drills
- Provide NSC with scheduled maintenance/project planning reports. Responsible for all testing and preventative maintenance of, and basic repairs for, all Facility mechanical systems (plumbing, electrical, HVAC etc.), based on your observations from the mandatory site visit.
- Create and manage preventive maintenance schedules that consists of a planned maintenance program designed to maintain equipment and infrastructure in an optimal, operable condition. The maintenance schedules shall be approved by NSC. Any modifications are subject to prior approval of NSC.
- Basic repairs of Facility including but not limited to, basic parts/component replacement, repair of equipment, door repairs, window repair, lock repair and key management, building repair and maintenance.
- Operation, Inspection and Maintenance of all boilers, chillers and hot water heaters in accordance with all applicable local, state and federal laws, rules, regulations, ordinances and warranty information.
- Responsible for the preventive maintenance on HVAC equipment, hydronic systems, boilers, chillers, unit vents, R.T.U's, exhaust fans, on regularly scheduled basis as agreed to with NSC.
- Ensure proper lighting and fully functioning electrical systems, coordinating with utility for any outage recovery.
- Maintain and monitor NSC's Facilities/Energy Management Systems.
- Maintenance of all Plumbing components, fixtures and equipment, including, but not limited to, repair and maintenance of domestic cold/hot water systems, toilets, urinals, sinks, drinking fountains, school sumps, water lines, drains, irrigation systems, etc.
- Maintenance of all Electrical and Lighting components, fixtures and equipment, including, but not limited to, troubleshooting and repair of ballasts, lights, photocells, clocks, fire panels, fire suppression systems, electrical outlets, light switches and controls, electric restroom fixtures, scoreboards, kitchen appliances, electrical panels, automatic doors, bleachers, etc., and programming of Facility time clocks.
- Perform minor carpentry and painting work as needed.
- Provide construction management assistance for new facilities, ensuring standardization of systems and recommending surfaces, finishes and general design elements.
- Ensure that all applicable equipment manufacturers' recommendations for repair and maintenance are followed. Some examples include flooring care, furniture cleaning, equipment repair, replacement and maintenance.
- Manages deliveries, shipping and campus mail
- Hire, evaluate, train, compensate, and retain all necessary labor, supervision, record keeping and management, necessary to maintain the Facilities in accordance with this RFP. Any vacant position must be filled within a reasonable period, generally within 3 weeks. All labor shall be compensated in

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accordance with prevailing wage requirements. This requirement applies to both employees and subcontractors.

- Participate in campus safety meetings and coordinate campus drills.
- Self-perform, subcontract for, or oversee/Monitor college contracts for the physical campus in the following areas:
  - Campus waste and recycling
  - Confidential Document Destruction
  - Security Systems
  - Boiler/Steam System Maintenance
  - Water Treatment
  - Computerized Maintenance Management System (CMMS)
  - Elevator Maintenance
  - Fire Alarms Systems Maintenance and Testing
  - Special Hazards systems - Fire Sprinklers
  - Fire Pumps/Suppression Equipment Annual Inspections
  - Lock-smith services for Access Control System
  - Pest Control Services
  - Vent and grease-trap cleaning
  - Generator Maintenance (beyond specified limits)
  - HVAC System Maintenance (beyond specified limits)
  - Other services as agreed upon

## **Custodial Services**

Generally, Custodial Services include all janitorial services necessary to clean, sanitize and maintain in appealing manner all spaces in and adjacent to NSC's facilities at a minimum of APPA Level 2. Custodial Services include, but are not limited to, the following:

- Clean, maintain,
- Provide set-ups and tear-downs of activities and events, relocate office and classroom furniture/equipment as required.
- Safeguard and service the Facilities and occupants of the Facilities. Respecting individual office and classroom spaces and the articles within those spaces
- This scope includes purchase, stocking and timely distribution of cleaning and hygienic supplies.
- Provide daily and nightly cleaning, periodic deep cleaning of surfaces, carpeting and glass.
- Hire, evaluate, train, compensate, and retain all necessary labor, supervision, record keeping and management, necessary to clean and maintain the Facilities. Any vacant position must be filled within a reasonable period, generally within 3 weeks.

## **Ground Services**

Generally, "Grounds Services" means all labor necessary to perform irrigation, mowing, weeding and edging, minor tree trimming, and other specified services necessary to maintain and enhance the external appearance of the campus. All grounds services shall be performed at a minimum of APPA Level 2. Grounds Services include, but are not limited to, the following:

- Maintains trees, bushes, shrubs, and ground-cover
- Ensures all irrigation systems are functioning properly and any leaks detected and repaired in a timely manner.
- Maintains the cleanliness of all campus grounds, including parking lots.
- Performs minor campus maintenance and improvement projects.
- May require the use of ladders, hand tools (powered or manual) or powered lawn care or equipment.

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- Responsible to maintain, safeguard and service the Facilities and occupants of the Facilities.
- Perform all aspects of the Grounds Services utilizing licensed or skilled tradespersons as required by law.
- Hire, evaluate, train, compensate, and retain all necessary labor, supervision, record keeping and management, necessary to clean and maintain the campus grounds. Any vacant position must be filled within a reasonable period, generally within 3 weeks.

### **Campus Expectation**

It is the intent of these specifications that the Facilities and Grounds are kept neat, clean, and safe and in a condition that enhances the NSC's educational environment at all times. These specifications should, therefore, be referred to as a minimum guide for, rather than a limitation to, the Contractor to clean, maintain, service and safeguard the campus Facilities and Grounds.

### **Consumable Supplies**

The Contractor shall provide all consumable supplies and materials (e.g., paper towel, toilet paper, trash liners, soap, sanitary products, tissue, air fresheners, or related grounds supplies) (the "Consumable Supplies"), which are necessary for the performance of the Services. The Contractor shall be responsible to manage the inventory of all required Consumable Supplies. Contractor will be required to keep an adequate inventory of Consumable Supplies at each Facility. The Contractor shall be responsible to procure any necessary fuel/oil for any powered equipment and/or vehicles used to perform the services of this RFP.

### **Cleaning Supplies**

The Contractor shall provide all cleaning supplies and materials (e.g., mops, buckets, brooms, brushes, dusters, pads, chemicals and solutions) necessary for the performance of the services in this RFP. The Contractor shall be responsible to manage the inventory of all Cleaning Supplies. The Contractor will be required to keep an adequate inventory of Cleaning Supplies at each Facility.

### **Facility Maintenance Supplies**

The Contractor shall be responsible for securing all facility maintenance supplies and parts (e.g., filters, belts, hoses, valves, fixtures, paint, etc.) necessary to perform the preventative and corrective maintenance components of the Facility Maintenance Services. The Contractor will be responsible for ordering all necessary supplies and parts. The Contractor shall be responsible to manage the inventory of all Facility Maintenance.

### **Equipment**

It is the intent of this RFP that the Contractor must provide all equipment and small hand tools necessary to perform the Services. Contractor may negotiate with NSC to acquire any existing equipment. NSC may, at the request of the contractor, provide computers and office furnishings. Title to all equipment shall remain with the Contractor and all general and customary maintenance and repair for the equipment will be performed by Contractor at its sole cost and expense, except that the aforementioned computer(s), if any, will be maintained as part of NSC's information technology system for security purposes.

### **Contractor's Licenses and Permits**

It is the Contractor's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all

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payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to NSC's Purchasing department in the event the license is no longer valid. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

At the time of submitting the Proposal, Proposers must comply with all license requirements including but not limited to compliance with NRS & NAC Chapters 623, 623A, 624, 625 and 338 as applicable. Contractor must have a current State of Nevada Contractor's license relevant to all work to be performed within the scope of work (whether directly contracted or subcontracted) at the time of submittal of the proposals. For subcontracted work, the subcontractor must have the applicable specialty license. Contractor must comply with all NSHE requirements.

Proposers are encouraged to include any other recommended services that they provide even if not specifically mentioned in this Scope of Work.

Please note that all Services must comply with any additional applicable solicitation requirements of the State of Nevada and the Nevada System of Higher Education.

**SECTION E**  
**PRICING RESPONSE FORM**

Provide a detailed fee breakdown of the combined services as detailed in the scope of work. Prices should include all costs of repair and maintenance materials and supplies, consumable supplies, cleaning supplies, vehicle costs, and general operating costs. List any additional contracted service by purpose and estimated amount that is not listed below. List price per monthly and annually for each year of the contract and include all escalation for contract years 2-5. UNLV's intent is to award all areas to one Proposer but may award on an individual basis per category, if in the best interest of UNLV.

All pricing proposals should include a detailed schedule of fees for the services listed in Section D. Each category **should be all inclusive of fees for the service**. If a fee or other cost is not provided in the pricing proposal, it will be considered to be zero (\$0.00) and that particular service or item will be required to be performed or provided free of charge.

Service / Fee Description	Year 1 Cost per Month	Year 1 Total Annual	Year 2 Monthly	Year 2 Annual	Year 3 Monthly	Year 3 Annual	Year 4 Monthly	Year 4 Annual	Year 5 Monthly	Year 5 Annual
General Maintenance Administration										
Custodial										
Grounds										
Elevator										
Fire Systems										
Water Treatment										
HVAC										
Preventive Maintenance										
Computerized Maintenance System Name of System _____										
CMMS Licensing /Maintenance Fees										
Any other contracted services and/or fees not listed (You may add additional lines or pages to explain the fees and costs.										

Total Including all monthly and associated fees for all 5 years of the contract \$ \_\_\_\_\_

Name of Company \_\_\_\_\_

Authorized Signature and Date \_\_\_\_\_





**EXHIBIT B  
MINIMUM CONTRACT TERMS FOR THE RFP  
FOR THE NEVADA STATE COLLEGE**

These Minimum Contract Terms set forth the minimum Contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

**CONTRACT TO PROVIDE FACILITIES MAINTENANCE AND GROUND SERVICES FOR NEVADA STATE COLLEGE**

This Contract #### (“**Contract**”) is made effective as of the date last signed below by any authorized signatory (the “**Effective Date**”) by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of Nevada State College, (“**NSC**”) and \_\_\_\_\_ (“**Contractor**”), and is based on the following facts:

**RECITALS**

NSC requires a contractor that can \_\_\_\_\_ facilities maintenance and ground services.

On February 7, 2017, NSC issued its Request for Proposal No. 693-BC (the “**RFP**”) seeking proposals from qualified contractors to provide facilities and ground maintenance services in connection with NSC.

On \_\_\_\_\_, 20\_\_\_\_, Contractor submitted a proposal (“**Proposal**”) in response to the RFP. The Proposal was later modified by Contractor’s “Best and Final Offer” on \_\_\_\_\_, 20\_\_\_\_.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

**AGREEMENT**

**ARTICLE I  
TERM**

**A. INITIAL TERM**

The Contract shall commence as of the Effective Date and remain in effect for **one (1)** years, unless otherwise terminated in accordance with this Contract (“**Initial Term**” or “**Term**”).

**B. RENEWAL TERM**

Upon mutual written agreement this Contract may be renewed for four (4) additional one (1) year terms (“**Renewal Term(s)**” or “**Term(s)**”).

**C. CONTRACT EXTENSION**

Without renewing the Term of this Contract, NSC shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should NSC exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which NSC requests additional services.

**ARTICLE II  
SCOPE OF CONTRACT**

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor’s Best and Final Offer, attached as Exhibit B (the “**Services**” which shall include any applicable Deliverable(s)).

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor’s Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor’s Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (3) (4) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify NSC immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

NSC may, at its sole option, develop additional job-specific scopes of work (“**Scopes of Work**” or “**SOW**”). In the event that NSC elects to request additional services from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

**ARTICLE III  
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be \_\_\_\_\_, but NSC is not required to purchase a minimum amount or quantity of work or Services hereunder]

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

In the event that NSC requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and NSC, but in no case will payments for such additional services be made until such services are performed and accepted by



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NSC. Any such payments and any such payment schedules shall be as negotiated between NSC and Contractor prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.

- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) NSC alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to NSC.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

## **ARTICLE IV DEFAULT**

### **A. DEFAULT BY CONTRACTOR**

NSC shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, NSC shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund NSC a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the NSC reserves the right to hold Contractor responsible for any actual, consequential, and incidental damages.

### **B. DEFAULT BY NSC**

Contractor shall provide NSC written notice of any material breach of this Contract. Should NSC fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by NSC, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, NSC hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

## **ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION**

### **A. INSURANCE**

Contractor shall be fully responsible for and shall indemnify NSC for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include

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Subcontractor(s) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by NSC. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (“ISO”) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security.

2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

3) Workers’ Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers’ Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from NSC. If providing services, Contractor shall provide proof of Workers’ Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”

5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/NSC as an additional insured.

6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by NSC. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

7) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

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- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
  - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect NSC without sixty (60) days' prior written notice to NSC and the notices required by this paragraph shall be sent by certified mail to NSC;
  - Send to NSC a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to NSC within three (3) business days upon its receipt;
  - Provide NSC with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by NSC; and
  - Immediately notify NSC in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
- Contractor and parties contracting directly with NSC must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
  - Any insurance or self-insurance available to NSC shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of NSC.
- 10) Ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
  2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements
- Prior to the start of any work, Contractor must provide the following documents to NSC:
- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
  - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
  - Waiver of Subrogation Endorsement;
  - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
  - Loss Payee Endorsement.
- B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/NSC NOT PERSONALLY LIABLE**

In no event shall any official, officer, regent, employee, or agent of NSHE/NSC in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

**C. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless NSHE/NSC, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/NSC will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/NSC, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/NSC or admit or attribute to NSHE/NSC any fault or misconduct.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by NSC for the performance of this Contract. If sufficient appropriations and authorizations are not made by NSC, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by NSC to Contractor, and Contractor shall immediately refund NSC any pre-paid or advance unearned payments it made to Contractor.

**B. ASSIGNS AND SUCCESSORS**

Contractor shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of NSC. Notwithstanding the foregoing, Contractor shall be fully responsible to NSC and shall indemnify NSC for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether NSC consented to the use of any such Subcontractors.

**C. COMPLIANCE**

Contractor warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

**D. CONFIDENTIALITY**

Contractor acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to NSC, whether originals or copies. Contractor acknowledges that NSC would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without NSC's prior written approval.

[Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of NSC alumni, employees, and students (collectively, "**NSC User Data**"). Contractor acknowledges and agrees that NSC User Data is highly sensitive and to afford it the maximum

security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to NSC's Acceptable Use of Computing and Information Technology Resources Policy provided at <http://oit.NSC.edu/about-oit/policies>. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Gramm-Leach-Bliley Act ("GLBA"). Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and NSC User Data received hereunder upon termination or expiration of this Contract. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles NSC to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by NSC. This Section shall survive termination of this Contract.

#### **E. DEBARMENT/SUSPENSION STATUS**

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Contractor agrees to provide immediate notice to NSC in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

#### **F. EQUAL EMPLOYMENT OPPORTUNITY**

NSC is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, NSC may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund NSC any prepaid or advance unearned monies that NSC paid to Contractor.

#### **G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

#### **H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

#### **I. INDEPENDENT CONTRACTOR**

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Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of NSC, it being the intention of the parties that Contractor shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Contractor covenants and agrees to save and hold harmless NSC from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

## **J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

## **K. NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

NSC as follows:                      Director of Purchasing and Contracts  
University of Nevada, Las Vegas  
4505 S. Maryland Parkway  
Las Vegas, NV 89154-1033

Contractor as follows:

**(INSERT NAME AND ADDRESS OF CONTRACTOR)**

## **L. OWNERSHIP OF MATERIALS**

By signing this Contract, Contractor acknowledges that any materials and/or NSC customer/user data that may result from its efforts, as related to this Contract, are the property of NSC and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of NSC. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew NSC's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

## **M. TAXES, LICENSES AND PERMITS**

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. NSC is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/NSC State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to NSC in the event the license is no longer valid.

**N. TERMINATION FOR CONVENIENCE**

NSC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from NSC to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by NSC. In the event of such termination, NSC agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

**O. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING**

Contractor acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Contractor further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of NSC.

**Q. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) NSC supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by NSC. NSC also supports efforts to encourage local businesses to compete for NSC contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, NSC supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the NSC prime Contract. The report must be available to NSC by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and

- c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

**S. JOINDER**

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Contractor. NSHE/NSC is not liable for the obligations of the governmental entity which joins or uses the resulting contract.



**T. AUDIT**

Contractor agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon NSC's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow NSC, NSC's internal auditor or a third party auditor retained by NSC to audit and analyze Contractor's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Contractor's premises and relevant records where required by legal processes or applicable laws or regulations.

**U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES**

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for NSC or on NSC owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for NSC or on NSC Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by NSC representatives may be made of persons, personal effects, lockers, or other storage areas on NSC Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto NSC Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

**V. SUSTAINABILITY**

- c) A key focus of NSC is to minimize the impact the procurement of goods and services has on the local environment. NSC is committed to sustainable economic, social, and environmental practices in all operations involving NSC. It is important that Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- d) NSC may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by NSC.
- a) All electronic equipment NSC purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve NSC's energy and financial performance while distinguishing our institution as an environmental leader.

**W. NO MALWARE WARRANTY**

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

**X. DATA STORAGE**

All NSC User Data stored by Contractor shall be stored in the U.S. or Canada; encrypted at rest; and logically separated from Contractor's other customer data. All NSC User Data shall be stored by Contractor in a SSAE 16 (or better) certified facility. Contractor shall notify NSC in writing at least five (5) days before NSC User Data is relocated to another facility and provide NSC with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify NSC if the NSC User Data has been relocated and provide the address of the new facility. Contractor shall have the capacity to leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances; to manage encryption keys on behalf of NSC; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL or TLS (or better) encryption.

**Y. UPTIME** For the avoidance of doubt and notwithstanding anything to the contrary herein, NSC shall be entitled to terminate this Contract without penalty and be entitled to a pro-rata refund in the event that the website or online Services has less than a 99.5 % uptime for any given month or for six or more consecutive days.

Contractor acknowledges and agrees that its systems, software and Services are compatible with the web merchant gateway vendor Wells Fargo. Contractor shall encrypt all credit card data processed under the Contract, and pass any funds) via NSC's merchant gateway vendor (currently Wells Fargo, but subject to change). Contractor represents that it (and any solutions provided) is and shall remain throughout the Term, PCI compliant with the Payment Card Industry Data Security Standard ("**PCI DSS**"), as may be amended or revised from time to time. In the event that Contractor is no longer PCI compliant, Contractor shall promptly notify NSC in writing, and NSC shall have the option to terminate the Services with no penalty. Contractor, at its sole expense, shall annually provide NSC a current AOC ("**Attestation of Compliance**") signed by their Qualified Security Assessor ("**QSA**").

**Z. REMOTE**

All remote access to NSC systems shall be monitored by the NSC and Contractor shall immediately disconnect the access to NSC systems after providing the requested assistance. In no event shall Contractor keep or download any NSC data or NSC User Data from the systems except as necessary and only for the duration necessary to provide the Services.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed as of the Effective Date.

**APPROVED:**

BY:

\_\_\_\_\_  
(TYPE IN NAME OF APPROVER) Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF NEVADA STATE COLLEGE**

**RECOMMENDED:**

BY:

\_\_\_\_\_  
Kevin Butler, Vice President for Finance and Business Operations Date

NSC RFP 693-BC  
**RECOMMENDED:**

BY:

---

Bart Patterson, President Date

APPROVED AS TO LEGAL FORM:

---

James J. Martines, System and General Counsel Date

**APPROVED:**

BY:

---

John V. White, Chancellor Date

**Exhibit C**

**Nevada State College  
Facilities Profile**

1. Campus information
  - o Resident population (Faculty, Staff & Student Body)
    - 200 faculty/staff
    - 3600 students
  - o Residence life capacity if applicable
    - Not yet, but in the works.
  - o Number of acres, athletic fields & parking lots
    - 509 (14 developed), no fields, 3 parking lots

2. Building list information required. Sample of information needed listed below:

<b>BUILDING</b>	<b><i>Built</i></b>	<b><i>Gross Square Feet</i></b>
Dawson (leased)	Approx 1990	34120
Liberal Arts and Sciences	2008	42587
Nursing, Science and Educations	2015	63305
Rogers Student Center	2015	61793 (includes central plant)

3. Current Facilities department personnel.

- Facilities does manage small projects generally ranging from \$10,000 to \$250,000. For larger projects, we will contract for construction management services, however, facilities will still be involved to provide input on compatible systems, optimal cleaning surfaces, and general design elements..

4. Current Staff

	base	stipends	benefits	total
MANAGER OF FACILITIES OPERATIONS	\$77,098.1	\$11,200.0	\$24,576.0	\$112,874.1
	1	0	4	5
	\$36,546.6		\$15,090.0	
MAINTENANCE REPAIR WORKER II	8		1	\$51,636.69
	\$31,094.5		\$14,090.6	
ADMINISTRATIVE ASSISTANT I	0		2	\$45,185.12
	\$31,094.5		\$14,090.6	
MAINTENANCE REPAIR WORKER II	0		2	\$45,185.12
	\$31,094.5		\$14,090.6	
MAINTENANCE REPAIR WORKER II	0		2	\$45,185.12

5. Last year's actual for operation and maintenance of facilities including detail in the following areas :

Total Expenses \$876,343

- o Wages and benefits
  - o Professional (1) \$85,580
  - o Classified (1-Admin, 3-Maint) \$100,162

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- Benefits 70,745
- Supplies, materials and other operating expenses
  - \$62,931
- Contracted services – i.e. Life Safety Systems, Generators, Fire Pumps, Pest Control,
  - \$555,925
- Energy/utilities
  - Utilities will be budgeted separately
- NSC Facilities currently uses student labor budgeted at \$20,000 per year

6. Assets:

- Vehicles
  - 2008 Chevy C350
  - 2014 Ford F150
- Other equipment
  - Golf carts, scooters, trailer
- Maintainable assets
  - Carrier (4), Lochnivar (8)

7. NSC's current work order system:

- KACE – not specifically a CMMS
- Preventive Maintenance Schedule is contracted out.

8. Energy Program and Sustainability

- All buildings are connected to the energy management system
- Delta Controls

9. A deferred maintenance/5 year capital plan was completed (FCAP) March 2010 and is still relevant.

- Annual Academic calendar is available at <http://nsc.edu/Academics/Academic-Calendar.aspx>
-