

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

**REQUEST FOR PROPOSAL 672-CP
FOR NEVADA STATE COLLEGE ONLINE NURSING (RN TO BSN)
PROGRAMMING**

RELEASE DATE: Monday, June 6, 2016

LAST DAY FOR QUESTIONS: Friday, June 17, 2016

LAST DAY FOR ADDENDA : Thursday, June 23, 2016

OPENING DATE, TIME and LOCATION: Tuesday, July 5, 2016 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

Sealed proposals, **one (1) original and one (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.unlv.edu/> to view a map of UNLV campus.

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

Christie Putman
christie.putman@unlv.edu
702-895-3894
Fax: (702) 895-3859

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

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**

NSC invites interested parties to submit a Proposal to expand offering of online registered nurse (RN) to baccalaureate of science nurse (BSN) programming in the state of Nevada as well as nationally. The Proposer selected will create, market, and recruit for online courses and degree programs and must demonstrate evidence of having successfully implemented and maintained the desired services in other comparable settings as well as experience in RN to BSN specifically with a track record of success. The Proposer must demonstrate effectiveness working with all stakeholders related to state authorizations to operate outside the state of Nevada. Additional opportunities to expand online programming in other disciplines may be possible in the future.

2. **NEVADA STATE COLLEGE**

Located on a developing 500-acre campus in the foothills of Henderson, Nevada, Nevada State College (NSC) was established in 2002 as a new tier in the state system between the research universities and its two-year colleges. Since its inception, NSC has developed into a comprehensive college offering baccalaureate degrees in more than 20 fields of study, with more than 35 majors and minors in the School of Education, the School of Liberal Arts and Sciences, and the School of Nursing. NSC places a special emphasis on the advancement of a diverse, non-traditional and largely under-served student population.

The NSC School of Nursing is one of the flagship programs of the College, boasting over 90% NCLEX pass-rates and high levels of student retention and success. With highly qualified faculty and dynamic leadership, the School of Nursing enrolls over 500 nursing major students (pre and post licensure) per year. A current online RN to BSN program has serviced hundreds of Nevada nurses per year. Considering the shift of hospitals across the country to desire and reward baccalaureate-trained nurses, NSC is hoping to significantly expand this programming.

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 (or royalty rates/Royalty Fee payments, as applicable) stated.

RESPONSE FORM

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

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 UNLV.

COMPANY(IES)

"Company" shall mean 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. Neither NSC nor UNLV are bound by any oral representations, clarifications, or changes made in the written specifications by their 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 **25** pages, single sided. 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 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.

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- 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 UNLV Website: <http://go.unlv.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) 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.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) NSC accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) NSC reserves the right to Contract for less than all of the services identified herein.
- t) **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.

2. EVALUATION OF PROPOSALS

- 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. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each

Respondent's/Proposer's presentation and discussion. 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:

Weighted Evaluation Criteria	Possible Points
1. Vendor Qualifications and References	40
2. Marketing and Recruitment	40
3. Enrollment Management and Retention	20
4. Implementation	20
5. Financial Terms	80
Total Possible Points	200

1. Qualifications and Experience 40 Points

Proposer shall submit the following information sufficient to assess the qualifications and capabilities of the firm:

- a) The Proposer's legal entity name and address, corporate mission statement, description of any litigate in the last five (5) years
- b) A list of five (5) similar sized institutions with which the Proposers have performed similar scopes of work. The list shall include for each degree program the name of the degree program, enrollment at the time of implementation, current enrollment, number of years since implementation, and a contact and contact information at the institution.
- c) The last three years of the Proposer's audited financial statements along with the names and positions of their executive officers.
- d) A list of personnel the Proposer will dedicate to this engagement, including employee names, titles and descriptions of their roles.
- e) A description of Proposer's higher education expertise, particularly with RN to BSN programming.
- f) A description of documented successful experience(s) working with external stakeholders related to compliance issues and accreditation process for affected academic units.
- g) A narrative that highlights the Proposer's understanding of regulatory issues related to online education and how the Proposer would mitigate the impact of regulations on the college.

2. Marketing and Recruitment 40 Points

The Proposer is expected to successfully expand online courses and degree programs while partnering with the college to ensure seamless admission and orientation of the student. Proposer must demonstrate its expertise marketing online education programs and recruiting prospective students for such programs. Proposer should highlight specific strategies and tools that differentiate them from competitors.

- a) The Proposer should describe the marketing strategy and target markets that would be the focal point of the marketing and recruiting plans.
- b) The Proposer should include in the proposal the marketing and recruiting roles of industry-specific entities that would normally benefit from the degree programs being offered. Identify specific relationships with such entities.
- c) Detail should be provided for how the college will be expected to participate in developing and implementing marketing plans.
- d) The Proposer should highlight how the marketing and recruiting plans would be evaluated and adapted as needed.

3. Enrollment Management and Student Retention Services

20 POINTS

The Proposer is expected to facilitate student entry, success and timely completion of the program.

- a) Admission: Proposer must identify the services it will provide to contact and assist both enrolled and prospective students in the College's online education programs, describing the steps that would be followed from the point that a prospective student is identified through the point that the student is enrolled.
- b) Retention: Proposer must address its capabilities and proposed approach for the student retention services it will provide on behalf of the College once students have enrolled in online courses and programs. Specifically, Proposer must show its commitment to both implementing the College's online education programs, as well as supporting students within the program to completion. Proposer must identify its processes for ensuring student retention including: helping students who are having academic difficulties find tutoring services; helping students meet registration deadlines; and, checking on and assisting students who appear to have dropped out of online classes or degree programs.
- c) Data: Proposer should demonstrate how they will collect, interpret and communicate data to evaluate, enhance, and streamline processes to effectively administer enrollment and retention services. Proposer must demonstrate understanding of Learning Management System (Canvas) as related to curriculum development, implementation and evaluation.

4. Project Implementation

20 POINTS

The Proposer should submit an Implementation Plan and timeline that demonstrates how the Proposer will establish and execute the online RN to BSN program in detail

- a) Proposer must describe the processes they will use in working with internal College departments, services, and divisions integral to the development and managing of online programs. This includes, but is not limited to: College executive leadership, recruitment, financial aid, admissions, retention services (advising, tutoring), information and instructional technology services, institutional research, legal, finance and administration offices.
 - o The Proposer must describe the communication, training, and streamlining of the Marketing, Recruitment, and Enrollment Management functions, addressing how the Proposer will interface with existing offices of the College.
 - o The Proposer must also describe how they will interact with College nursing faculty and leverage the expertise of those faculty.
 - o The Proposer should provide a detailed plan for a successful strategy related to supplemental staffing as needed by the academic unit for delivery of online courses.

- o To the best of your ability, estimate the number of positions and general role (i.e. 2 Financial Aid Specialists, 3 Transcript Evaluators, 5 Dedicated Student Advisors) that the college will need to provide to support the expansion of the programs.
 - o Identify specific strategies or partnerships with other providers that will satisfy the additional teaching demands affiliated with this expansion without the college's need to hire additional full-time faculty. If these services can be included within the Proposer's engagement, provide the cost data separately for these services.
- b) Proposer must describe the processes they will use in working with external constituents, such as hospital and community education units.
 - c) Proposer must describe the quality control and measurement processes used to ensure a positive student learning experience. Proposer must describe its ability to monitor student progress in all steps of their program, from enrollment to graduation. This must include the integration strategy and process of integration with the College's information technology systems and LMS, Canvas.
 - d) Proposer must describe the data transfer requirements that will be needed in order to ensure effective student recruitment, enrollment, and retention services, including the format of the data required from the College, the frequency and mechanism of the data transfer, and the management of integration and data sharing between public websites and internal data sources, such as ERP, CRM, and LMS.

5. Financial Terms

80 Points

Proposer must provide detailed financial analyses of specific costs and expected returns associated with the engagement.

- a) Specify the key financial model elements that will provide revenue to the proposer for their participation in the engagement. Provide any revenue sharing or direct payment arrangements, stating percentages and/or amounts and the bases of those amounts.
- b) Identify the anticipated outlays the proposer will provide and the anticipated returns over the first seven (7) years of the engagement.
- c) Estimate the amount of resources on the same timeline as above, the college will need to provide in order to maximize the return of this engagement. To the best of your ability, include the number of positions and general role (i.e. 2 Financial Aid Specialists, 3 Transcript Evaluators, 5 Dedicated Student Advisors).
- d) Identify specific strategy or partnerships with other providers that will leverage the existing resources of the college. If these services can be included within the Proposer's engagement, provide the cost data separately for this entity.

Proposers are instructed to provide their fees in Section E, RFP Pricing Response Form.

Complete Section E Pricing Response Form. Technical/Evaluation and Price proposals must be submitted in separate, sealed envelopes. Note: No cost information is to be included in the Offeror's technical/evaluation proposal. The Technical and Cost 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.

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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.

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 year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four, (1) 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.
- 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) 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 UNLV.
- 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) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED**

If a successful Proposer fails to furnish any item at the price specified in this RFP **or at the price/Royalty Rate provided**, 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 UNLV, as applicable), as the Director may determine.

10. **FREIGHT TERMS**

- a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

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 Contract or 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 UNLV 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 subcontract or 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

c) 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.

- d) 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 UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' 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 UNLV'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/UNLV 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, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, 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.

SECTION D
SCOPE OF WORK

NSC is seeking a firm to market, administer and expand an existing sequence of online courses (OC) for the College's registered nurse (RN) to baccalaureate of science nurse (BSN) programming in the state of Nevada as well as nationally to be implemented by the Summer 2017 term. The sequence must continue to fully integrate with the College's information technology systems and LMS, Canvas.

Marketing & Recruitment of the Online Courses (OC)

1. Assess market viability and demand for the program
2. Analysis of competition
3. Monitor and report on program performance
4. Identify new target markets
5. Develop and generate marketing materials
6. Develop and execute web and social media strategy
7. Monitor and report on outcomes of marketing & recruitment efforts and tailor efforts accordingly.
8. Participate in internal College departments, services, and divisions
9. Recruit from specified markets

Enrollment Management and Student Retention Services

1. Create and implement a strategy for robust growth and retention.
 - a. Identify key markets.
 - b. Problem solve for barriers to access, enrollment and completion.
2. Monitor application progress of prospective students
3. Track students and provide data collection and reporting on prospective and current students.

SECTION E
PRICING RESPONSE FORM

Proposer must provide detailed financial analyses of specific costs and expected returns associated with the engagement. All design, marketing, implementation, recruiting and administration costs must be included in the proposed fees and revenues for the online courses.

- Specify the key financial model elements that will provide revenue to the proposer for their participation in the engagement.
- Provide any revenue sharing or direct payment arrangements, stating percentages and/or amounts and the bases of those amounts.
- Identify the anticipated outlays the proposer will provide and the anticipated returns over the first 3 years of the engagement and subsequent renewals.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

- Estimate the amount of resources on the same timeline as above, the college will need to provide in order to maximize the return of this engagement and subsequent renewals.

Year 1 \$ _____

Year 2 \$ _____

Year 3 \$ _____

Year 4 \$ _____

Year 5 \$ _____

Submitted by: _____
Name: _____
Company: _____
Date _____

EXHIBIT A

SAMPLE CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, Ho, Ext):	FAX (A/C, Ho):	
INSURED	E-MAIL ADDRESS:		
	ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD. INSR (IND, W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER, MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N M/A					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE)	<input type="checkbox"/>				

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

CERTIFICATE HOLDER BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**EXHIBIT B
MINIMUM CONTRACT TERMS FOR THE RFP
FOR 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:

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 the University of Nevada, Las Vegas,, (“UNLV or UNLV”) and _____ (“Contract or”), and is based on the following facts:

RECITALS

NSC requires a Contractor to provide NSC _____ services.

On _____, 20____, NSC issued its Request for Proposal No. _____ (the “RFP”) seeking proposals from qualified Proposers to provide _____ services in connection with the _____.

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

On _____, 20____, NSC selected Contractor’s Best and Final Offer as the one best suiting its needs.

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 three **3 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 two (2) 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. NSC may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. 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)).

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, and (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 or Bid and shall notify NSC immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal or Bid, as applicable. This Contract, together with all attachments, addenda, and exhibits the RFP, the Contractor's Best and Final Offer, and the Proposal (including all modifications) 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 expressly set forth in this Contract.

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 **X**, 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 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 or 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 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.

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- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 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 Named 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 the 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:
 - 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;
 - Attach a copy of this signed endorsement to the Certificate of Insurance;
 - 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–

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- 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 Contractor's 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);
- Policy Cancellation Endorsement;
- 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.

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

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, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, 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

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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

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.

I. INDEPENDENT CONTRACTOR

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:

Director of Purchasing
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).

Contractor acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States

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Code) and that, as between Contractor and NSC, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of NSC free from any claims by Contractor or anyone deriving rights through them. Contractor hereby grants, sells, assigns, and transfers unto NSC, its successors, and assigns all and any of Contractor's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of NSC. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to NSC, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Contractor grants to NSC, its successors, and assigns, a perpetual, exclusive, royalty-free, license to use, copy, make and redistribute the Deliverable(s) throughout the universe.

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 the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of NSHE/NSC, and shall only be used in accordance with this Contract. NSC hereby grants Contractor a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely

for the purposes of performing the Services set forth herein and not for Contractor's own promotional purposes without the prior written approval of NSC. Contractor may only display the Marks in the manner approved in advance by NSC and the license to use the Marks shall terminate the earlier of i) the conclusion of the applicable XXXX; ii) the termination of this Contract, or iii) NSC's written revocation of the use of the Marks (email acceptable).

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 15th 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. JOINER

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. The 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.

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

APPROVED:

BY:

(NAME OF APPROVER) Date

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

RECOMMENDED:

BY:

NAME & TITLE OF PERSON FROM DEPARTMENT Date

APPROVED:

BY:

Date