



**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV")**

REQUEST FOR PROPOSAL 673-FG UNLV FULL SERVICE WATER TREATMENT

RELEASE DATE: Monday, June 27, 2016

PRE PROPOSAL MEETING AND SITE WALK: Friday, July 1, 2016 at 9:00 AM PST Campus Services Building Room

LAST DAY FOR QUESTIONS: Thursday, July 07, 2016, 5:00 PM PST

LAST DAY FOR ADDENDA: Wednesday, July 13, 2016, 5:00 PM PST

OPENING DATE, TIME and LOCATION: Wednesday, July 20, 2016 3:00 PM PST

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:

FRANKLIN GODINEZ, PURCHASING ANALYST
PURCHASINGUNLV@UNLV.EDU
702-895-5883
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

UNLV invites interested parties to submit a Proposal for a full service water treatment plan that includes the furnishing and delivering of all chemicals, technical support, laboratory/test equipment, apparatus, glassware, reagents, standards and other items necessary to provide a complete and thorough waterside protection program against corrosion, scale, fouling, and microbiological contamination of all cooling towers, chillers, evaporators, steam & hot water boilers and their associated systems. In conjunction with the chemical program, the contractor shall be responsible for recommendations concerning changes in or implementation of new service procedures.

2. UNIVERSITY OF NEVADA, LAS VEGAS

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

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 Contract s.
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.
PRICING OR ROYALTY 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 UNLV Contracts are subject to existing Contracts (and any replacement Contracts thereof).

UNLV

University of Nevada, 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 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

UNLV 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. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV 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 40 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 UNLV 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.
- 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 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/UNLV 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/UNLV 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) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to Contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV 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. UNLV 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.

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- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV 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 UNLV.
- d) UNLV 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. Capacity, Capability, Knowledge and Background	30
2. Proposed Implementation Plan	20
3. References	10
4. Cost	40
Total Possible Points	100

- 1. Capacity, Capability, Knowledge and Background** **Possible Points 30**
- a. Describe your firm's approach to providing and managing the anticipated services. Identify names, responsibilities and qualifications of staff that will be assigned to the requested service. For each named staff member provide information on the individual's particular skills, education, experience, resume, significant accomplishments, professional affiliations and any other pertinent information.
 - b. State the name, title or position and telephone number of the individual who would have primary responsibility and final authority for the potential service resulting from this RFP. Please provide CWT certificate.
 - c. Provide a brief narrative describing the history of your firm. Identify the number of employees in your firm, the ownership structure and any other pertinent information.
 - d. Within the past five (5) years has (i) Company made a general assignment for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company been placed voluntarily or involuntarily in any receivership; or (iv) has the Company defaulted on any loan or been otherwise unable to pay its debts.
 - e. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/products to be provided and if so explain the nature and status.
 - f. Within the past five years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination(s), including the date or termination and the other parties' name, address, and telephone number. UNLV will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

2. **Proposed Implementation Plan** **Possible Points 20**
- a. The Proposal must contain all work and requirements necessary to accomplish the scope of work as defined in this RFP. Include a complete description of the proposed approach and methodology for the services requested, all project requirements, and the tasks required to accomplish the services as requested, and the anticipated effort. Provide sufficient detail to convey to the evaluation committee the Proposers' knowledge of the requested service and skills necessary to perform as requested.
 - b. Discuss the information and support that would be required from UNLV.
 - c. Provide a implementation plan breaking the project into tasks and milestones, and indicating when the scope of service will be completed and provided. Provide a statement that the Proposer has the resources available to assure meeting an aggressive implementation schedule.
3. **References** **Possible Points 10**
- a. List all contracts the Proposer has had during the past five years that relate in size and scope outlined in this RFP. List contract reference numbers if applicable, contract period of performance, contact person and phone number. The Proposer must grant UNLV permission to contact the references listed.
4. **Cost** **Possible Points 40**
- a. Provide overall cost (including but not limited to all rates, overtime, direct and indirect cost), use attached Pricing Response form (Section F).

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. **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 UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV'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 UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple Contractors.
- c) The initial term of the Contract will be one (1) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4), one (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) UNLV 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 UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, 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 UNLV 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 UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- h) UNLV 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 UNLV. 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.

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- 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). UNLV 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/UNLV 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/UNLV 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, UNLV 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**

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 UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV 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,

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- 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**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for Contract s awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV Contract s. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large Contract s. A “tier 2 supplier” or subcontract or 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 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 UNLV by September 15

a) 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.

- b) 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 UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. 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) UNLV 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 UNLV.
- c) All electronic equipment UNLV 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. UNLV 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/UNLV 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**

UNLV 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. UNLV 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/SPECIFICATIONS

I. **SYSTEMS TO BE TREATED:**

- A. Recirculating open loop condensing water cooling tower systems.
- B. Open cooling, auxiliary, free cooling.
- C. Recirculating closed loop hot water space heating systems.
- D. Steam generating feedwater, internal Boilers, and condensate return systems.
- E. Primary recirculating closed loop chilled water system.

II. LOCATIONS OF SYSTEMS:

** (Please see attached Exhibit D for campus HVAC equipment list).

III. PRODUCTS REQUIRED PER SYSTEM AND SITE:

A. Cooling Towers:

1. Central Plant and Satellite (Free Cooling):

- a. Cooling water program shall conform to the 12 Principles of Green Chemistry. The cooling program shall be environmentally friendly, and have sustainable chemicals and processes.
- b. Corrosion/Scale Inhibitor for mild steel and copper – poly phosphonate / acrylate, azole organic blend (non-zinc/phosphate/molybdenum). Corrosion and scale inhibitors shall:
 - Be environmentally friendly
 - Be Non-metallic
 - Be environmentally non-hazardous
- c. Corrosion/Scale Inhibitor for auxiliary free cooling. Green chemistries shall demonstrate ten years of field use and efficacy.
- d. Dispersant if required.
- a. Provide oxidizing biocide combination(s) which yield no hazardous or mutagenic disinfection by-products. Consultant shall provide supplemental non-oxidizing biocides (e.g., liquid biocide) when total bacteria counts are high during summer time.

B. Closed Loops: (Chilled Water)

- 1. Standard chilled loops shall be treated with Sodium Nitrite (800-1200 ppm), Borate pH Buffers (8.5 – 10.0), Antiscalant/Dispersant PBTC (>6 ppm) or (Polycrylate), Azole (15-25 ppm).
- 2. Auxiliary location for extra storage is located at Beam Hall (BEH) chiller room

C. Closed Loops: (Hot Water)

- 1. Standard Hot Water loops shall be treated with Sodium Nitrite (1000 – 1200 ppm), Borate pH Buffers (8.5 – 10.0), Antiscalant/Dispersant PBTC (>6 ppm) or (Polycrylate), Azole (15-25 ppm).
- 2. Auxiliary location for extra storage is located at Beam Hall (BEH) chiller room

- IV. **MAKE UP:** For the purpose of this bid/proposal the makeup for all systems will be UNLV campus water. The water supplied to all systems will be unsoftened hereafter referred to as “Raw Make Up”. The water supplied to all steam boilers is softened by ion exchange hereafter referred to as “Softened Makeup”. The analysis of these two types of waters to be used by all bidders/proposers is as follows:

Water Analysis

<u>Test Procedure</u>	<u>Raw Water</u>	<u>Softened Make-up</u>
Conductivity (microsiemens)	µS	µS
pH value	pH Units	pH Units
Total Hardness (as CaCO ₃)	ppm	Not to exceed 0.5 ppm
Calcium Hardness (as CaCO ₃)	ppm	Not to exceed 0.4 ppm
Magnesium Hardness (as CaCO ₃)	ppm	Not to exceed 0.1 ppm
Alkalinity (as CaCO ₃) “P”	ppm	ppm
Alkalinity (as CaCO ₃) “M”	ppm	ppm
Silica (as SiO ₂)	ppm	ppm
Iron (as Fe)	ppm	ppm
Sulfate (as SO ₄ ⁻²)	ppm	ppm
Ortho Phosphate (as PO ₄)	ppm	ppm

- V. **SYSTEM MATERIALS:** The cooling/heating systems are primarily composed of ferrous metals, and copper/copper alloy tubes. The Free Cooling Towers and some components of the Central Plant Cooling Towers are galvanized steel and/or stainless steel.
- VI. **EQUIPMENT OPERATION:** All systems/equipment covered by this contract may operate 24 hrs./day, 7 days/week.
- VII. **PRIMARY COOLING TOWER SYSTEMS:** (Located at the Central and Satellite Facilities)

<u>Specific Treatment</u>	<u>Ranges</u>
Annual make up water required by towers (List each tower system)	Gallons
Operating pH	7.8-9.0*

Biological Control (Oxidizer)
Maintained.

0.2 – 0.4 PPM

* NON ACID PROGRAMS ONLY.

Cycles of Concentrations: (150 ÷ make-up water ppm SiO₂) or (450 ÷ make-up water ppm “M” Alkalinity) whichever yields lower number.

Inhibitor: State active residuals to be maintained. State item being tested and if it is part of the active ingredient or trace test element.

Conductivity: Based on (150 ÷ make-up water ppm SiO₂) x make-up water microsiemens or (450 ÷ make-up water ppm “M” Alkalinity) x make-up water microsiemens

Total Hardness (CaCO₃): Record Limits

Calcium Hardness (as CaCO₃): Record Limits

Alkalinity (CaCO₃) “P”: Record Limits

Alkalinity (CaCO₃) “M”: Record Limits

Silica (as SiO₂): Record Limits

Cooling Tower
Water Analysis
System: 3 cycles of concentration

Test Procedure	Raw Water	Cooling Tower	Cycles of Concentration
Conductivity (microsiemens)	µS	µS	Based on SiO ₂ or M Alk from above
pH value	pH Units	pH Units	N/A
Total Hardness (as CaCO ₃)	ppm	ppm	N/A
Calcium Hardness (as CaCO ₃)	ppm	ppm	N/A
Magnesium Hardness (as CaCO ₃)	ppm	ppm	N/A
Alkalinity (as CaCO ₃) “P”	ppm	ppm	N/A

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Alkalinity (as CaCO ₃) "M"	ppm	ppm	N/A
Ortho Phosphate (as PO ₄)	ppm	ppm	N/A
Silica (as SiO ₂)	ppm	ppm	N/A
Iron (as Fe)	ppm	ppm	N/A
Copper (as Cu)	ppm	ppm	N/A
Sulfate (as SO ₄ ⁻²)	ppm	ppm	Report if acid used

Test coupons must not be pre-treated or coated.
 Corrosion Tests, (mild steel and copper coupons) 30/60/90 day
 Specify any additional metal types required for corrosion testing.

Weight loss not to exceed: 1.5 mpy for carbon steel (no pitting).
 0.25 mpy for Copper Alloys (no pitting).

If corrosion rates are not exceeding acceptable limits after first set of 30/60/90 days, further evaluations may be at 90 day intervals.

If these coupon corrosion rates are exceeded, an immediate 30 day retest shall be conducted. If again over the allowable limits, a report shall be submitted by the contractor outlining the cause of the problem and the corrective action required.

Evaluation of the rates per year for Carbon Steel and Copper Alloys are as follows:

Description	Carbon Steel	Copper Alloys
Negligible or Excellent	<or equal to 1 mpy	<or equal to 0.1 mpy
Mild or Very Good	1 to 3 mpy	0.1 to 0.25 mpy
Good	3 to 5 mpy	0.25 5to 0.35 mpy
Moderate to Fair	5 to 8 mpy	0.35 to 0.5 mpy
Poor	8 to 10 mpy	0.5 to 1 mpy
Very Poor to Sever	>10 mpy	>1 mpy

VIII. TREATMENT CONTROL EQUIPMENT: (Please see attached Exhibit F for pictures of equipment).

- Controller: Advantage Controls Model: XWCRF3E-H21
- Controller: Advantage Controls Model: SWCPRF2E-H103W3
- Corrosion Coupon Rack
- Inhibitor : LMI/Pulsafeeder
- Pump Biocide Pump: LMI/Pulsafeeder

IX. PRIMARY RECIRCULATING CLOSED LOOP HOT WATER HEATING SYSTEMS AND STANDARD CHILLED WATER LOOPS AT THE FOLLOWING LOCATIONS:

Central Plant & Various Campus Buildings
(Include existing chemical analytical and feeding equipment.)

<u>Specific Treatment</u>	<u>Ranges</u>
Estimated Annual Make Up Water	20.000 Gallons
*If make-up is excessive Owner may wish to consider softened make-up.	

pH	8.5-10
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Scale/Corrosion Inhibitor (Buffered Sodium Nitrite, Copper Inhibitor, Polyacrylate/PBTC).	>800 ppm Sodium Nitrite, Azole , Polyacrylate/PBTC,
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Biological Control	Isothiazoline
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<u>Specific Treatment</u>	<u>Ranges</u>
---------------------------	---------------

Conductivity (microsiemens)	Record Limits
-----------------------------	---------------

Total Hardness (CaCO ₃)	Record Limits
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Calcium Hardness (as CaCO ₃)	Record Limits
--	---------------

Alkalinity (CaCO ₃) "P"	Record Limits
-------------------------------------	---------------

Alkalinity (CaCO ₃) "M"	Record Limits
-------------------------------------	---------------

Silica (as SiO ₂)	Record Limits
-------------------------------	---------------

Iron	Record Limits
------	---------------

Copper	Record Limits
--------	---------------

Standard Chilled and
Hot Loop
Water Analysis
Campus

Test Procedure	Raw Water	Hot Loop
Conductivity	µS	µS

(microsiemens)		
pH value	pH Units	8.5 - 10
Total Hardness (as CaCO ₃)	ppm	ppm
Calcium Hardness (as CaCO ₃)	ppm	ppm
Magnesium Hardness (as CaCO ₃)	ppm	ppm
Sodium Nitrite (as NaNO ₂)	N/A	1000 – 1200 ppm
Azole	N/A	ppm
Silica (as SiO ₂)	ppm	ppm
Iron (as Fe)	ppm	ppm
Copper (as Cu)	ppm	ppm

Corrosion test (mild steel and copper coupons): 30/60/90 days

Weight loss not to exceed: 1.0 mpy for carbon steel (no pitting)
0.1 mpy for copper (no pitting)

If corrosion rates are not exceeding acceptable limits after first set of 30/60/90 days, further evaluations may be at 90-day intervals.

If these coupon corrosion rates are exceeded, an immediate 30-day retest shall be conducted. If again over the allowable limits, a report shall be submitted by the contractor outlining the cause of the problem and the corrective action required.

X. REQUIREMENTS:

A. **BASIC PROTECTION:** Water treatment shall be provided which will satisfactorily control corrosion, erosion, encrustation, slime, algae, fungus, and other organic growths which are detrimental to the metals, woods, plastics, and other materials exposed to the treated waters. Each water treatment shall be satisfactory for the purpose for which it is used in all cases. Proper and efficient operation of the equipment shall be given first consideration. The contractor (include current, active contractor's license number, as required) shall determine the proper chemical treatment requirement which will provide satisfactory water quality. These instructions will be illustrated analysis on the data sheet filled out by the contractor in writing during each service visit.

B. **QUALIFICATIONS OF THE CONTRACTOR AND THEIR PERSONNEL:** The successful contractor and the personnel they assign to the treating and testing of industrial water at UNLV Facility shall have a thorough knowledge of basic chemistry, should have had special training in

water chemistry and shall be directly employed by the company with access to a fully equipped laboratory staffed by degreed chemists and engineers. Assigned personnel should have a thorough understanding of the chemical process, tests and procedures involved in the complete quality control and treatment of industrial waters. (List training seminars and other related educational programs each has attended). The Assigned personnel should have a complete and thorough working knowledge of the theory and operation governing the concepts surrounding these type systems. They should be trained in reporting the results of tests, chemical treatment, and methods employed. They should have knowledge of the criteria for satisfactory treatment, and the conditions of equipment resulting from proper treatment of the waters, as well as from improper treatments. They should also have a thorough knowledge of county, state, and local regulations concerning the waste materials which are permitted, as well as not permitted, to be disposed of through both the storm drain and sanitary sewerage disposal systems. This applies to both publicly owned and privately owned systems. A direct supervisor of the project must have passed and hold a current CWT certificate.

Finally, any person assigned to this contract should have a minimum of ten (10) years in the business of industrial water treatment, a minimum of five (5) years field experience with cooling towers, steam and hot water boilers, chilled and TES systems. Said representative's company should be treating not less than ten (10) accounts of comparable scope and size as UNLV's and this should include not less than recirculating atmospheric cooling systems equal to or larger than those located at UNLV, free cooling systems, on an all organic corrosion/scale inhibitor program, five systems, five (5) steam boiler systems.

Successful Proposer shall provide their S.T.A.R. computer trend analysis program and train UNLV personnel in its operation for complete access by UNLV.

The Successful Proposer shall prepare written instructions covering all required water testing and treatment procedures. Two (2) copies of the original instructions and all amendments thereafter shall be delivered to the Plant Engineer, or their designee. Copies of the initial instructions shall be transmitted within ten (10) working days after the date of the contract award. Addendums to the initial instructions shall be delivered immediately after the contractor determines that such amended revisions are necessary. In addition to describing in step-by-step procedures the testing and treatment operations, the instructions shall include criteria for the various parameters to be controlled in the various systems, in order that UNLV personnel shall be able to intelligently monitor water quality and determine measures required, as a general rule, to maintain satisfactory water conditions.

C. OMISSION/ERRORS: Any tests, qualifications, requirements, methods of any specification pertaining to a complete, efficient and thorough water treatment program inadvertently omitted by UNLV shall not be taken advantage of by the Successful Proposer. Full instructions shall be given when such omissions/errors are discovered.

XI. SERVICE CALLS:

A. To be performed between the hours of 7:30 a.m. to 3 p.m. Monday through Friday at a minimum frequency of twice monthly or more frequently if needed to monitor systems and programs.

B. Each service call to include a personal visit to each area of water testing to monitor operating temperatures, operators log sheets, feed and monitoring equipment, etc.

C. All tests as outlined under item No. XIV & XV, shall be performed on-site during each service call.

D. Written reports/recommendations are to be delivered to and signed by the Plant Engineer or their designee prior to the contractor's representative departing the campus and a copy left for UNLV's records.

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These reports are to include present system conditions, noted findings, control guideline discrepancies, recommended action steps, and an overall status report.

E. Provide proper recommended guidelines for maintaining all water using systems under this contract, both water control and chemical control.

F. Seek out areas of loss in water or energy, and report those findings in written form.

G. Provide new information on technologies as they apply toward chemical treatment applications.

H. Perform biological activity studies, routine, as part of regular service calls, to include test cultures and documented results. Be familiar with, have access to and available to UNLV .

I. Contractor to supply all chemicals and labor (at no additional cost to UNLV) to clean water treated units deemed to be fouled and their responsibility.

J. Perform dissolved Oxygen (O₂) test studies on the mechanical deaerators along with pressure vs. temperature calculations to determine effectiveness.

K. Assist UNLV personnel towards proper adjustment and calibration of chemical feed equipment as well as system “water control equipment”.

L. Successful Proposer shall dedicate an acceptable representative to handle UNLV’s account and provide the services. Such representative will not be replaced without UNLV’s prior written consent.

I. PARKING: Permits may be required to park on campus. Parking permits are the responsibility of the contractor and can be obtained at Successful Proposer’s expense from Parking & Transportation Services. Please visit website at, <https://www.unlv.edu/parking/permits> for more information.

II. TESTS: Minimum test to be performed during each service visit on all operating water using systems:

Cooling Systems Testing

Test	Raw Water	Tower	Closed Chilled and Hot	TES
Conductivity (microsiemens)	X	X	X	X
pH	X	X	X	X
Total Hardness (as CaCO ₃)	X	X	X	X
Calcium Hardness (as CaCO ₃)	X	X	X	X
“P” Alkalinity (as CaCO ₃)	X	X		
Total Alkalinity (as CaCO ₃)	X	X		
Nitrite (as NaNO ₂)			X	

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Silica (as SiO ₂)	X	X	X	X
Iron (as Fe)	X	X	X	X
Copper (as Cu)	X	X	X	X
Chemical Inhibitor Test (as required)		X		
Oxidizing Biocide		X		
Total Bacterial Count Cultures		X	X	X

Other Tests

Copper Inhibitor (quarterly)		X	X	X
Sulfate Reducing Bacteria (when bacteria is suspected)		X	X	X

Additional Tests

Any additional tests which are considered necessary by the contractor, UNLV or which are required to comply with standard procedures shall be implemented immediately.

Legionella testing will be required at the request of UNLV; therefore, contractor must illustrate their ability's to perform this test through a qualified laboratory.

XII. TEST METHODS: Industry acceptable procedures and methods shall be utilized for system water control testing and chemical residual testing. Alternate methods may be required by UNLV to meet specific criteria.

Test method (procedure)s

Contractor Shall List Apparatus and Chemical Reagents Required for Testing on Summary Sheet page

XIII. EMERGENCY SERVICE: Contractor shall provide emergency response time of no longer than two (2) hours. A minimum of two (2) additional qualified technicians shall be provided as back-up to the regularly assigned technician in the event the primary contact cannot respond to an emergency call and/or schedule service days. Both primary and back-up representatives shall carry, as minimum, a pager and/or cell phone for emergency availability.

XIV. WATER TEST SAMPLES: The water tests and laboratory analysis performed by the contractor shall be performed from samples of water collected by the contractor. The contractor shall furnish all materials, glassware, and other utensils, as required, for obtaining and storage of these water samples. In addition the contractor must use their own testing equipment and reagents to perform the required tests. The contractor must perform the bi-monthly water tests at UNLV testing locations. The written results of these tests must be submitted to the lab on the same day samples are collected to ensure that proper corrective action is taken immediately.

XV. LABORATORY ANALYSIS: A complete laboratory analysis of all treated water using systems shall be performed no less than twice annually, more often if deemed necessary, and at no additional cost to

UNLV. The analysis shall consist of but not be limited to the tests listed under items (IV, VII, VIII, IX, XIII) and any other test requested by UNLV. Results of these analyses shall be submitted to the Plant Engineer, or their designee, within two (2) weeks of collection.

LABORATORY QUALIFICATIONS: in addition to being equipped to perform the test as outlined under items (IV, VII, VIII, IX, XIII) the laboratory utilized by the successful contractor must be equipped / staffed to provide the following:

- A. Metallurgical Failure Examinations
- B. Resin (softener, D.M., etc.) Analysis
- C. Bio-Testing to include organism identification
- D. Legionella identification.
- E. Glycol system testing
- F. Onsite wet chemical analysis
- G. Licensed to analysis, monitor and operate a water and/or waste water facility
- H. Water and waste water polymer evaluation
- I. Trace Metal and other element's analysis for water and deposit samples utilizing:
 - 1. Atomic Absorption
 - 2. U.V. Spectrophotometer Methods
 - 3. I.R.
 - 4. EDX

XVI. SEMI-ANNUAL REVIEW: Provide formal written programs as well as overall system conditions, areas in need of improvement, recommended action steps, actions required by UNLV, and actions required by the contractor.

XVII. CORROSION TESTERS: The contractor shall furnish and install, at their expense and in the locations designated by UNLV, four (4) by four (4) place one (1) inch specimen fixtures for receiving test strips (Corrosion Coupon Racks) and new test strips for each of the systems treated under this contract. The contractor shall remove, replace, and report on the test strips as specified under VII, IX, X.

Each test strip removed shall be properly identified as to location and system from which it was removed, duration of exposure, etc., and shall be delivered immediately to the contractor's laboratory for analysis. The container it is put into shall be such that it will exclude atmospheric gases and prevent physical damage during transit and handling. The contractor shall I.D. by photo all coupons after exposure, prior to cleaning and again after cleaning (photo at least 1 ½ times the actual coupon size for enhancement) then analyze each strip and record all pertinent data.

Two (2) copies of this report shall be submitted within two (2) weeks after removal of the test strips to the Chief Engineer, and/or their designee. The contractor shall install the initial corrosion test strips within ten (10) days after the effective date of the contract.

New contractors must perform 30, 60, 90 day studies for the first year of the contract or until results can be accurately averaged and verified, whichever is later.

XVIII. SPECIAL SERVICES:

- A. Contractor shall be available to provide inspection of boilers, towers, condensers, evaporators, and other treated systems and record all chemically treated equipment water-side conditions during all equipment openings. Any deposit samples taken shall be analyzed by a qualified laboratory, with written reports to be furnished. Photo documentation of water-side interiors will

be required of the contractor and copies will be made available for UNLV files, at no additional charge.

- B. State of the art energy efficiency studies shall be performed on all major systems to determine overall systems' efficiency and consequent areas of energy losses. This will be followed by the contractor's written recommendations specifying corrective actions and steps to be taken to increase efficiency.
- C. Provide condenser approach temperature.
- D. Evaluate Steam Boiler fuel BTU to steam produced efficiency studies.

XIX. TREATMENT METHODS: These specifications are concerned only with chemical treatment of water conforming to methods approved by the ASTM (American Society for Testing and Materials) or other authority which is acceptable to UNLV. Methods of water treatment which rely on catalytic and/or electrical devices or inline water analysis by dye (including Fluorescent) to perform the treatment of the water are not acceptable. This is not to preclude the use of electrical driven pumps, or electrical operated controllers.

XX. SUPPLEMENTAL ACID FEEDING: If supplemental acid feeding is required by the contractor for towers, it will be the contractor's responsibility to transport and maintain the suggested amount of acid to treat each tower location requiring supplemental acid feed. The contractor will be held liable for any damages to the system as a result of the use of acid. If mechanical or automatic acid feed devices are used, the contractor will be held liable for damages as a result of equipment malfunction if the equipment was supplied by the contractor. Contractor must provide type of acid used, quantity and cost as part of their proposal.

XXI. EQUIPMENT: Currently installed chemical feed equipment will be the responsibility of UNLV. The contractor may make available or will make recommendations for the purchase of additional accessory equipment, which they feel will improve the efficiency/operations of UNLV's equipment. Any equipment UNLV decides to purchase shall be from a supplier and source of UNLV's choice.

XXII. CHEMICAL SUPPLY: The chemical supply, stored by UNLV shall be no less than 30 days and no more than 60 days. All supplies for testing and chemicals for water treatment shall be delivered to the point of use on the campus within ten (10) days from the date the order is placed. UNLV will provide ample storage area. Proper disposal of contractor's empty chemical containers shall be the responsibility of the contractor.

XXIII. PRODUCT COMPOSITION/CHEMISTRY: Under no circumstances shall the contractor change the composition or chemical characteristics of any products being supplied to UNLV without written permission.

XXIV. FAILURE TO INHIBIT/CONTROL: In the event that the water treatment prescribed by the contractor fails to inhibit and control organic and inorganic buildup, corrosion of metals, erosion, and other conditions resulting from ineffectual water treatment, the contractor shall flush and/or re-treat the entire water system in which the failure occurred.

XXV. USAGE REPORTING: The successful bidder/proposer is required to submit a quarterly usage report on consumption, both quantity and cost, and cumulative consumption, both quantity and cost, for all chemicals provided, this includes all apparatus and reagent chemicals for testing purposes. This report shall be submitted within thirty (30) days following the close of the calendar period.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

The price for the chemical portion of this RFP is based on available data. Fill out a complete set of pricing sheets with RFP Pricing Response Form.

Routine services are to be priced in the chemical costs and must be inclusive of all testing of treated systems, review of log sheets, inventory review, inspection of chemical feed equipment and all other general equipment maintenance necessary for proper operation. A written service report must be completed during each and every service call. Please include a list of the equipment and testing supplies itemized per system.

The criterion established, for the chemical portion of this bid/proposal, is the estimated number of gallons of water needed to be treated, based on UNLV estimated annual usage. However, this is only an estimate to which UNLV may not be held.

TOWER WATER SYSTEMS

All Systems

Based on:

System Capacity: 67,000 gal

Gallons of Make-Up per Year: 90,000,000

Cycles of Concentration: _____

INHIBITOR- PBTC/Azole/Polymer

Options: MINI - BULK DRUM Alternate

Generic Type			
Vendor Name/#			
Desired PPM Residual (in System Water)			
% Active Ingredients (List and Give %)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Make-Up			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs _____

Exact PPM Polymer Desired in Tower _____

Exact Control Parameter Concentration Expected at Calculated Product Feed rate _____

TOWER WATER SYSTEMS

All Systems

Based on:

System Capacity: 67,000 Gallons

Gallons of Make-Up per Year: N/A

Cycles of Concentration: N/A

BIOCIDE 1 (Liquid Stabilized Bromine)

Options: **MINI-BULK** **DRUM** **Alternate**

Generic Type			
Vendor Name/#			
Desired PPM Residual			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Volume			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs

All Systems

Based on:

System Capacity: 67,000 gal

Gallons of Make-Up per Year: N/A

Cycles of Concentration: N/A

BIOCIDE 2 (Gluteraldehyde)

Options: **MINI-BULK** **DRUM** **Alternate**

Generic Type			
Vendor Name/#			
Desired PPM Residual			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Volume			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs

CHILLED LOOP WATER SYSTEMS

All Chill Loops

Based on:

Type: Chilled Water **System Volume:** 83,000
Average% of Make-Up per Year: 50%

INHIBITOR

Options: **MINI-BULK** **DRUM** **Alternate**

Generic Type			
Vendor Name/#			
Desired PPM Control Range			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Make-Up			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs _____

Exact PPM Polymer Desired in System (if One-Drum Product) _____

Exact Control Parameter Concentration Expected at Calculated Product Feed rate _____

CHILLED WATER SYSTEMS
ONE PROACTIVE SHOCK PER YEAR

All Systems

Based on:

System Capacity: 83,000 gal

Gallons of Make-Up per Year: N/A

Cycles of Concentration: N/A

BIOCIDE 1 (Gluteraldehyde – 120 PPM shock annually)

Options: **MINI-BULK** **DRUM** **Alternate**

	MINI-BULK	DRUM	Alternate
Generic Type			
Vendor Name/#			
Desired PPM Residual			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Volume			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs

CHILLED WATER SYSTEMS ONE
PROACTIVE SHOCK PER YEAR

All Systems

Based on:

System Capacity: 83,000 gal

Gallons of Make-Up per Year: N/A
Cycles of Concentration: N/A

BIOCIDE 2 (Isothiazoline – 240 PPM shock annually)

Options: **MINI-BULK** **DRUM** **Alternate**

Generic Type			
Vendor Name/#			
Desired PPM Residual			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Volume			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs

HOT LOOP WATER SYSTEMS

All Chill Loops

Based on:

System Volume: 93,000

Type: Hot Water Average% of Make-Up per Year: 50%

INHIBITOR

Options: **MINI-BULK** **DRUM** **Alternate**

Generic Type			
Vendor Name/#			
Desired PPM Control Range			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Make-Up			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs _____

Exact PPM Polymer Desired in System (if One-Drum Product) _____

Exact Control Parameter Concentration Expected at Calculated Product Feed rate _____

HOT WATER SYSTEMS
ONE PROACTIVE SHOCK PER YEAR

All Systems

Based on:

System Capacity: 93,000 gal **Gallons of Make-Up per Year:** N/A
Cycles of Concentration: N/A

BIOCIDE 1 (Gluteraldehyde – 120 PPM shock annually)

Options: **MINI-BULK** **DRUM** **Alternate**

	MINI-BULK	DRUM	Alternate
Generic Type			
Vendor Name/#			
Desired PPM Residual			
% Active Ingredients (List)			
Form (Wet or Dry)			
Container Size/Weight			
Product Density			
Unit Cost			
\$\$/1,000 Gallons of Volume			
Total Cost for 90,000,000 Usage			

Exact Product PPM used to Calculate Costs

TESTING SPECIFICATIONS
OPEN TOWER WATER PROGRAM – Test Kits Provided
UNIVERSITY OF NEVADA - LAS VEGAS Personnel

Monitoring Tests – Use Generic Tests Only

Options:	Operator Testing	Operator Testing
Test For:	Biological – Dip Slides – twice per month	M-Alkalinity
Method		
Control Range		
Test Frequency		
Test For:	Conductivity	Bacteria Dip Slides Monthly
Method		
Control Range		
Test Frequency		
Test For:	Inhibitor Level	
Method		
Control Range		
Test Frequency		
Test For:	Halogen	
Method		
Control Range		
Test Frequency		
Test For:	Hardness / Alkalinity	
Method		
Control Range		
Test Frequency		

CHILL & HOT WATER PROGRAMS – Test Kits Provided

**UNIVERSITY OF NEVADA - LAS VEGAS Personnel
Monitoring Tests – Use Generic Tests Only**

Options:	Operator Testing	Operator Testing
Test For:	Conductivity	
Method		
Control Range		
Test Frequency		
Test For:	Nitrite	
Method		
Control Range		
Test Frequency		
Test For:	pH	
Method		
Control Range		
Test Frequency		
Test For:	Biological Dip Slides Monthly	
Method		
Control Range		
Test Frequency		
Test For:	Turbidity	
Method		
Control Range		
Test Frequency		

PRICING RESPONSE FORM

1. Fixed price for chemicals and service for the initial 2 year term:

	PRICE
TOWER WATER SYSTEMS	
Inhibitor-PBTC/Azole/Polymer	
Biocide 1 (Liquid Stabilized Bromine)	
Biocide 2 (Gluteraldehyde)	
CHILLED LOOP WATER SYSTEMS	
Inhibitor	
CHILLED WATER SYSTEMS - ONE PROACTIVE SHOCK PER YEAR	
BIOCIDE 1 (Gluteraldehyde - 120 PPM shock annually)	
BIOCIDE 2 (Isothiazoline - 240 PPM shock annually)	
HOT LOOP WATER SYSTEMS	
Inhibitor	
HOT WATER SYSTEMS - ONE PROACTIVE SHOCK PER YEAR	
BIOCIDE 1 (Gluteraldehyde - 120 PPM shock annually)	
TOTAL PRICE FOR ALL CHEMICALS, SERVICES, AND EQUIPMENT*	

2. Hourly rate for additional services that are not included in the scope of work identified in the RFP. \$ _____

**EXHIBIT A
SAMPLE CERTIFICATE OF INSURANCE**

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)														
<p>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.</p>																
<p>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).</p>																
PRODUCER PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	CONTACT NAME: FAX (A/C, No): <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A:																
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																
INSURED																
COVERAGES		REVISION NUMBER:														
<p>CERTIFICATE NUMBER:</p>																
<p>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.</p>																
INSR LTR	TYPE OF INSURANCE	ADDL. SUBR (INSQ. WVD)	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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000										
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per 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 NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/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				CANCELLATION												
BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033				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												

UNLV | PURCHASING & CONTRACTS

EXHIBIT B MINIMUM CONTRACT TERMS FOR THE RFP FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

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, **(INSERT DEPARTMENT NAME)**, ("UNLV or UNLV") and **(INSERT NAME OF COMPANY)**, a **(INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY), (INSERT EIN #)** ("Contract or"), and is based on the following facts:

RECITALS

UNLV _____ **[INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES]**.

On _____, 20____, UNLV 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____, UNLV 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 **one** year, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

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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, UNLV 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 UNLV 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 UNLV requests additional services.

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A (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 (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 UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

UNLV may, at its sole option, develop additional job-specific scopes of work (“**Scopes of Work**” or “**SOW**”). In the event that UNLV 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 UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Pricing is provided in Exhibit B.

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

In the event that UNLV 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 UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

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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) UNLV 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 UNLV.

Except as otherwise explicitly set forth in the Contract, all payment for Services may be invoiced upon the delivery of any applicable products/Deliverable(s) or the satisfactory completion of all Services requested during the Term, as applicable.

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

UNLV 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, UNLV 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 UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, UNLV reserves the right to hold Contractor responsible for any actual, consequential, or incidental damages.

B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV 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 UNLV, 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, UNLV 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 UNLV 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

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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 UNLV. 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.
 - 2) Professional Liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate.
 - 3) 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.
 - 4) 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.
 - 5) 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 UNLV. 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.
 - 6) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
 - 7) “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/UNLV as an additional insured.
 - 8) 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 UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
 - 9) 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 UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Provide UNLV 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 UNLV; and
- Immediately notify UNLV 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.

10) Ensure the Primary Policy complies as follows—

- Contractor and parties contracting directly with UNLV 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 UNLV shall be in excess of and non-contributing with any insurance required.

11) 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.

12) Provide Evidence of Insurance Requirements

Prior to the start of any work, Contractor must provide the following documents to UNLV:

- 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;

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV 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/UNLV, 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/UNLV 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/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV 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 UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Contractor, and Contractor shall immediately refund UNLV 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 UNLV. Notwithstanding the foregoing, Contractor shall be fully responsible to UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV 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 UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV'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 UNLV alumni, employees, and students (collectively, "**UNLV User Data**"). Contractor acknowledges and agrees that UNLV 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 UNLV's Acceptable Use of Computing and Information Technology Resources Policy provided at <http://oit.unlv.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**") and, the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-19 1 ("**HIPAA**") and regulations promulgated by the U.S. Department of Health and Human Services (the "**HIPAA Regulations**"). Contractor also agrees to comply

with all laws and regulations as set forth in more detail in Exhibit C HIPAA Business Associate Agreement of this Contract which Contractor shall contemporaneously execute.

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. In the event of termination or expiration of this Contract for any reason, Contractor shall provide UNLV with an extract of all UNLV customer/user data in a text-based format, such as a MySQL database export, a set of CSV files, or another machine readable format agreed to in writing (email acceptable) by UNLV as soon as practicable, but in no event later than thirty (30) days after termination. 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 UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. 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 UNLV 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

UNLV 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, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV 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

Contractor expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, 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 UNLV 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:

UNLV 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 UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV'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. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV 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 UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

UNLV 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 UNLV 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 UNLV. In the event of such termination, UNLV 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 UNLV.

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) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV 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, UNLV 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 UNLV prime Contract. The report must be available to UNLV 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. 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/UNLV 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 UNLV's request, during the Term or for a period of two (2) years thereafter, Contractor shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV 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 UNLV or on UNLV 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 UNLV or on UNLV 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 UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV 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

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. 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.
- b) UNLV 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 UNLV.
- a) All electronic equipment UNLV 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.

X. 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.

Y. DATA STORAGE

All UNLV 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 UNLV User Data shall be stored by Contractor in a SAS 70 or SSAE 16 (or better) certified facility. Contractor shall notify UNLV in writing at least five (5) days before UNLV User Data is relocated to another facility and provide UNLV with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify UNLV if UNLV 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 UNLV; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL or TSL (or better) encryption.

Z. UPTIME

For the avoidance of doubt and notwithstanding anything to the contrary herein, UNLV shall be entitled to terminate this Contract 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.

aa. REMOTE ACCESS

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

bb. MAINTENANCE

In the event that Contractor reserves the right to alter Support/Maintenance/support from time to time, such alterations shall not result in (i) diminished support from the level of Support/Maintenance/support set forth in this Contract, or if the support terms are instead set forth online and referenced herein, as set forth online at the date of execution of this Contract; (ii) materially diminished obligations for Contractor; (iii) materially diminished UNLV's rights; or (iv) higher fees during the then-current Term. Contractor shall provide UNLV with thirty (30) days' prior written notice of any permitted material changes to the Support/Maintenance/support contemplated.

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

TYPE IN THE NAME OF THE CONTRACTOR

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)

Date

RFP 673-FG

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY: _____
TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT Date

APPROVED:

BY: _____
Gerry J. Bomotti, Senior Vice President for Finance and Business Date

