

UNLV | PURCHASING & CONTRACTS

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

INVITATION FOR BID NO. 5179-RB FOR REPROGRAPHICS DEPARTMENT PAPER STOCK

RELEASE DATE: Monday, September 15, 2014

LAST DAY FOR QUESTIONS: Tuesday, September 23, 2014 5:00PM PDT

LAST DAY FOR ADDENDA : Thursday, September 25, 2014 5:00PM PDT

OPENING DATE, TIME and LOCATION: Tuesday, September 30, 2014 3:00PM PDT

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

Sealed bids, one (1) original copy and one (1) electronic copy, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above ("Bid(s)"). **All Bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

If you should have any questions regarding this IFB, fax or e-mail your questions directly to:

Randy Beck, Purchasing Analyst
randy.beck@unlv.edu
Office (702) 895-5986
Fax: (702) 895-3859

Companies wishing to do business with UNLV and submit a responsive Bid ("Bidders") 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
SUBMISSION INSTRUCTIONS

UNLV invites you to submit a Bid on the material and/or services specified within this IFB. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, Bid response form, sample insurance if applicable, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the IFB may result in your Bid being declared non-responsive.

1. BID PREPARATION AND SUBMISSION

- a) Bidders are expected to examine the entire IFB document including any attachments. Failure to do so will be at the Bidder's risk.
- b) If it becomes necessary to revise any part of this IFB, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all Bidders to download. 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 Bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this IFB. When units are identified, the price for each unit Bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids are to be submitted on the pricing 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 Bid. Bidders shall include with their Bid forms the necessary documents or attachments as required in this 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.
- e) Each Bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and Bid response form and **MUST** indicate the name of the Bidder, Bid number, title as listed on the first page of the IFB, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Bids will not be considered.**
- f) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this IFB document or by an addendum.
- h) When not otherwise specified, Bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- j) Any irregularities or lack of clarity in the IFB should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Bidders.
- k) Altering the IFB document and Bid form may render the Bid null and void.

- l) All Bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached Minimum Contract Terms unless otherwise stated.
- m) UNLV accepts no responsibility or liability for any costs incurred by a responding firm/company prior to the execution of the Contract.
- n) UNLV reserves the right to contract for less than all of the goods/services identified herein.

2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this IFB, wherever in the IFB any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) If the specifications of each item you are bidding are the same as those stated in the IFB, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider Bids not in exact accordance with the specifications.

3. **DISCLOSURE RESTRICTIONS**

- a) The contents of your Bid or other information submitted to UNLV are subject to public release, upon request, after the Contract award.
- b) **Bids are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Bids submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered.

4. **LATE BIDS**

Formal, advertised invitations for bids indicate a time by which the Bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the Bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this IFB.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the IFB. Prospective Bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest Bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any prospective Bidder may request withdrawal of a posted, sealed Bid prior to the scheduled Bid 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 Bid be withdrawn and signs for its receipt.

SECTION B
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 calendar day acceptance period from the date of public opening.

2. **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 written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible Bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV.
- b) UNLV may accept any item or group of items of any Bids unless the Bidder qualifies its Bid by specific limitations.
- c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all Bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.
- d) UNLV reserves the right to award on a multi year basis and, if in the best interest of UNLV, to award to multiple contractors.
- e) A signed purchase order mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Bid, results in a binding contract without further action by either party and/or a formal Contract may be entered into between the successful Bidder(s) and UNLV.
- f) If applicable, 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 constitute and govern any agreement that results from this IFB. If Bidder takes exception to any terms or conditions set forth in the contract, Bidder will submit a specific list of the exceptions as part of its response to this IFB. Bidder's exceptions will be reviewed by UNLV and may result in disqualification of Bidder's offer as non-responsive to this IFB. If Bidder's exceptions do not result in disqualification of Bidder's response, then UNLV may consider Bidder's exceptions when UNLV evaluates the Bidder's response.
- g) If after the award of an item or items has been made to a Bidder and a purchase order is issued to that Bidder for the item or items awarded; the Bidder fails to furnish the items as listed on the purchase order, that Bidder may be removed from our Bidder list for a period of one year.
- h) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this IFB 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 Bidder(s) ("Contractor(s)"). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Bidders are required to comply with all OSHA, EPA, ADA and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

Persons or firms submitting a Bid in response to this IFB are certifying that they have had no contact with an employee or member of the NSHE/UNLV in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. 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 offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the selected 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.

8. **DISQUALIFICATION OF BIDDERS**

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

- a) Failure to use the Bid form furnished by UNLV.
- b) Lack of signature by an authorized representative on the Bid form.
- c) Failure to properly complete the Bid.
- d) Evidence of collusion among Bidders.
- e) Unauthorized alteration of Bid form.
- f) Failure to submit requested documents required in Bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any Bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Bidder fails to furnish any item at the price specified in the IFB, whether such failure is due to a mistake of fact by the Bidder or any other reason, the Director of Purchasing UNLV, may cause the name of such Bidder to be removed from the list containing the names of prospective Bidders to whom invitations to bid are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

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

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Bidder 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 the UNLV check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, 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 of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, 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 of Purchasing. 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:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES**

Bidders may be required to furnish a sample of the product being bid after the Bid opening for further evaluation. Bidders 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 contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (*MWDBE*) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A “tier 2 supplier” or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (*MWDBE*) and local business enterprises.

a) In compliance with NSHE policy, a Bidder responding to any IFB 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 Bid:

(1) Bidder’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder 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 IFB 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 IFB. 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 Bid. However, failure to provide a complete Bid in response to this IFB could result in rejection of the submittal as incomplete.

b) Any award from this IFB 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 Bidder to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

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

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
 - (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
 - (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
 - (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
 - (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern, of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
 - (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- d) All Bidders, by signing this Bid, 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 which UNLV is involved. It is important that Bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.

- b) UNLV may request the successful Bidder to provide reports related to sustainability on all goods and services provided in response to this IFB. 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 Bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. UNLV is exempted 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. The Bidder 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.

SECTION C
PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **BUSINESS LICENSE REQUIREMENT**

A person conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The Contractor 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. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **CANCELLATIONS**

UNLV reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall UNLV be required to pay more than contractor's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**

The above terms and conditions may only be modified by UNLV with the exception of clauses which may be in conflict with any Bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

5. **DEBARMENT/SUSPENSION STATUS**

The 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.

6. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Contractor fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on the order.

7. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

8. **HAZARDOUS MATERIALS**

Contractors furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Contractors must furnish the necessary MSDS for each chemical, substance or product listed on the order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. **INDEMNIFICATION**

Vendor/Contractor, shall indemnify, defend and hold harmless NSHE/UNLV from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either

directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. **INSURANCE**

All Contractors performing work on UNLV premises are required to provide evidence of coverage for Worker's Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

11. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. **NON-DISCRIMINATION**

The Contractor shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Contractor shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. Contractor shall comply with and shall require its subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. **PRICE WARRANTY**

Contractor warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Contractor reduces its price(s) for such items or services during the term of this order, Contractor agrees to reduce the price(s) hereof accordingly. Contractor warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

14. **PROMPT PAYMENT DISCOUNT**

Contractor's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

15. **PURCHASE ORDER NUMBERS**

UNLV purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Contractor warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Contractor shall comply with any and all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. **TAX EXEMPTION**

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. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or

default may be declared with or without termination. The Contractor's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. **WARRANTY**

Contractor expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by UNLV. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION D

SCOPE OF WORK/SPECIFICATIONS

The University of Nevada, Las Vegas is soliciting bids from vendors interested in providing paper stock for the UNLV Reprographics Department. The specific papers we are interested in buying, together with the estimated quantities are identified on the Pricing Response Form, Section E (Page 17).

It is the intent of UNLV to award multiple, non-exclusive contracts to those Bidder's whose responses are deemed most advantageous to the University, either by lot or line item. The awarded term will be one (1) year with an option to renew for four (4) additional years on a year-by-year basis upon mutual agreement. Each year UNLV reserves the option to renew or go out for bid.

PRICE ESCALATION:

Prices charged to UNLV for identified items herein are to be fixed for the first three (3) months of the resulting contract. Prices for other items not listed here are to be based on a Percentage Discount from the Manufacturer's Published Price List(s). The Price List(s) which are submitted with the Bid response must be current and in effect and should not be subject to change for a period of three (3) months from the date the contract is fully executed.

1) The price of paper shall be subject to quarterly adjustment in correlation to the percentage change (increase or decrease) in the RISI (Resource Information Systems Inc.) Index for the preceding three months. Quarterly adjustments shall take place thirty (30) days following notification. The RISI issues the change (increase or decrease) on the following dates: January 1, April 1, July 1, and October 1.

- a) Contractor shall provide UNLV with written notification upon release of the RISI change based on the above dates. Contractor shall provide backup documentation on the RISI index to support the price adjustment. If Contractor fails to request a paper price adjustment upon release of the quarterly updates, the adjustment will be effective 30 days after UNLV Purchasing receives the written request. No retroactive contract price increases will be allowed.

Special order items shall only be quoted on a case-by-case basis. Special order items are defined as items that are not listed in the Manufacturer's Published Price List(s).

In the event of a cost decrease to the Contractor, UNLV should receive the benefit of this change.

DELIVERY – All pricing must include delivery to UNLV Reprographics loading dock, 4505 S. Maryland Parkway, Las Vegas, NV 89154-1028. Freight charges cannot be accepted as an estimated cost item. Paper stock shall be delivered next business day (1- day) after receipt of order. Working days are Monday through Friday, 8:00 AM to 4:00 PM. Bidders that cannot meet this requirement may propose different delivery methods for consideration.

MISCELLANEOUS TERMS AND CONDITIONS:

MINIMUM ORDERS: *Minimum orders and/or minimum quantities required must be identified.*

CONSUMPTION ESTIMATES: The quantities appearing in the bid are annual approximations and are furnished solely for the processing of this solicitation. There are no guarantees on quantities purchased.

SAMPLES: After the bid opening, bidders may be required to furnish 100 sample sheets of the comparable brand being offered for further evaluation and testing. The size of sample paper provided must be 20.5" X 14.33" (short grain) - no other sizes will be accepted. Bidders will be responsible for any charges involved in the production, delivery and/or pick up of the requested sample sheets.

PAPER PERFORMANCE REQUIREMENTS: Should UNLV Reprographics experience problems with run-ability of selected paper, e.g., frequent mis-feeding, paper jams, curling, wrinkling or wrinkled sheets, tearing or torn sheets, with the use of the Contractor's paper, UNLV Reprographics reserves the right to request a different equivalent brand/manufacturer; to be provided at no additional cost to UNLV. UNLV reserves the right to cancel the specified paper (or equivalent brand/manufacturer) from the contract.

INVOICING: Invoices shall be sent directly to the Reprographics Department, 4505 Maryland Parkway, Las Vegas, NV 89154-1028.

Contractor must ensure that invoicing is at the specified pricing in the bid. Should Reprographics be overcharged for an item, Contractor must resolve any overcharged prices by submitting a credit memo within five (5) working days after notification.

SUSTAINABILITY: Contractor must work with UNLV in the achievement of UNLV's sustainability objectives. Contractor should possess the ability to track and provide reports regarding UNLV's purchases of green or recycled papers. Contractor should submit prices on papers without recycled content as well as prices on paper that contains recycled content. Contractor should assist UNLV in determining areas where sustainable products might be substituted.

SECTION E
PRICING RESPONSE FORM

Paper Bid Pricing and Specifications					
A. Paper and Envelopes					
Category 1: Bond Papers and Envelopes					
	Annual Usage (Estimated Sheets)	No Recycled content Price per Thousand (M)	Extended Total (\$)	Recycled content Price per Thousand (M)	Extended Total (\$)
Item #1:					
24# Atlas Bond, Light Cockle, 8.5" x 11", Writing	205,000	\$	\$	\$	\$
Ultra Bright White, 25% Cotton, UNLV Private Watermark					
93/97+ Brightness, Long Grain Direction					
Packaging: 500 sheets/ream, 10 reams/carton, 200,000 sheets/skid					
Note: 1. UNLV Watermark to be located on the center of the					
sheet with a tolerance of 1/4" X 1/4" top to bottom, left to right.					
2. Sheet must have maximum tolerance of .005" in size & width.					
3. Please indicate the brand & manufacturer.					
4. Any additional cost for Dandy Roll must be listed separately.					
Dandy Roll Cost:	1 Each				\$
Item #2:					
24# Atlas Bond, Light Cockle, 8.5" x 11", Writing	135,000	\$	\$	\$	\$
UltraBright White, 25% Cotton,					
93/97+ Brightness, Long Grain Direction					
Packaging: 500 sheets/ream, 10 reams/carton,					
Note: Must match item 1. Please					
Indicate the brand & manufacturer.					
Item #3:					
24# Atlas Bond, Light Cockle, 10# Writing Envelope	85,000	\$	\$	\$	\$
UltraBright White, 25% Cotton, Regular Gum					
93/97+ Brightness, #10 (4 1/8" X 9 1/2")					

Packaging: 500 /box, 2500/case					
Note: Must match item 1. Please indicate the brand & manufacturer					
Item #4:	30,000	\$	\$	\$	\$
20# Atlas Bond, Light Cockle, 8.5 x 11					
Ultra Bright White, 25% Cotton (used for this papers)					
90+ Brightness, Long Grain Direction					
Packaging: 500 sheets/ream, 10 reams/carton					
Note: Please indicate the brand & manufacturer					
Item #5:	800,000	\$	\$	\$	\$
20# Bond, 8.5 x 11					
90+ Brightness, Long Grain Direction					
Packaging 500 sheets/ream, 10 reams/carton, 200,000 sheets/skid					
Note: Please indicate the brand & manufacturer.					
Item #6:	175,000	\$	\$	\$	\$
20# Bond, 11 x 17					
90+ Brightness, Long Grain Direction					
Packaging: 500 sheets/ream, 5 reams/carton					
Note: Please indicate the brand & manufacturer					
Item #7:	115,000	\$	\$	\$	\$
20# Bond, Spiral Punched Paper, 8.5 x 11					
90+ Brightness, Long Grain Direction. 44-Oval Hole MILL punched					
Packaging: 500/ream, 2500 sheets/carton					
Note: Please indicate brand & manufacturer					
Item #8:	100,000	\$	\$	\$	\$
24# Bond, Spiral Punched Paper, 8.5 x 11					
90+ Brightness, Long Grain Direction. 44-Oval Hole MILL punched					
Packaging: 500/ream, 2500 sheets/carton					
Note: Please indicate brand & manufacturer					
Item #9:	30,000	\$	\$	\$	\$

#10 White Wove Envelope (Non-window), 24#					
Wove Finish, #10 (4 1/8" X 9 1/2"), Regular Gum					
Packaging: 500 /box, 2500/case					
Note: Please indicate brand & manufacturer					
Item #10:					
#10 White Wove Window Envelope, 24#	107,000	\$	\$	\$	\$
#10 (4-1/8 x 9-1/2"), Standard Window size (1-1/8 x 4-1/2")					
Wove Finish, Regular Gum					
Packaging: 500 /box, 2500/case					
Note: Please indicate the brand & manufacturer					
Item #11	60,000	\$	\$	\$	\$
#9 White Wove Envelope. 24#					
Wove Finish, #9 (3 7/8 x 8 7/8), Regular Gum					
Packaging: 500/box, 2500/carton,					
Note: Please indicate the brand & manufacturer					
Item #12:					
A-2, 70# Announcement Envelopes	5,000	\$	\$	\$	\$
Pure White, Smooth Text					
Wove Finish, 4 3/8" x 5 3/4", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #13:					
A-6, 70# Announcement Envelopes	6,000	\$	\$	\$	\$
Pure White, Smooth Text					
Wove Finish, 4 3/4" x 6 1/2", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #14:					
A-7, 70# Announcement Envelopes	22,000	\$	\$	\$	\$
Pure White, Smooth Text					

Wove Finish, 5 1/4" x 7 1/4", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #15:					
A-8, 70# Announcement Envelopes	5,000	\$	\$	\$	\$
Pure White, Smooth Text					
Wove Finish, Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #16:					
A-2, 70# Announcement Envelopes	5000	\$	\$	\$	\$
Pure White, Linen Text					
Wove Finish, 4 3/8" x 5 3/4", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #17	12,000	\$	\$	\$	\$
A-6, 70# Announcement Envelopes					
Pure White, Linen Text					
Wove Finish, 4 3/4" x 6 1/2", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #18:	5,000	\$	\$	\$	\$
A-7, 70# Announcement Envelopes					
Pure White, Linen Text					
Wove Finish, 5 1/4" x 7 1/4", Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through					

19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #19:	11,000	\$	\$	\$	\$
A-8, 70# Announcement Envelopes					
Pure White, Linen Text					
Wove Finish, Regular Gum					
Packaging: 250/Box, 1000/Carton					
Note: MOHAWK VIA or equal products 12 through 19 must be provided from the same manufacturer, please provide manufacturer if different from specified.					
Item #20:	7,500	\$	\$	\$	\$
A-6, 80# Panel Folder					
Solar White, Classic Linen Cover, 9 1/2 x 6 1/4					
Packaging: 250/Box, 5000/Carton					
Note: MUST BE CLASSIC LINEN-NO SUBSTITUTES					
Category 1 Bond Papers & Envelopes Subtotal		\$	\$	\$	\$
Category 2: Digital Papers					
Item #1:					
28# Digital Color Copy Paper, 18" x 12", Bond	90,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0047					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 500 sheets/ream, 2000/carton,					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer					
Item #2:					
28# Digital Color Copy Paper, 8.5 x 11, Bond	20,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					

94+ Brightness, Short Grain Direction, Caliper: .0047					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 500 sheets/ream, 4000/carton,					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer					
Item #3:					
28# Digital Color Copy Paper, 11 x 17, Bond	90,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0047					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 500 sheets/ream, 2000/carton,					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer					
Item #4					
80# Digital Dull Coated Text, 18" x 12",	40,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0037					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 1000 sheets/carton					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer.					
Item #5:					
80# Digital Gloss Coated Text, 18" x 12",	66,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0037					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 1000 sheets/carton					
Must be Mill Cut and Ream Wrapped					

Note: Please indicate the brand & manufacturer.					
Item #6:	30,000	\$	\$	\$	\$
80# Digital Gloss Cover, 14.33 x 20.5,					
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0037					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 500 sheets/carton					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer.					
Item #7:					
100# Digital Gloss Text, 20.5" x 14.33",	40,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0047					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 750 sheets/carton					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer.					
Item #8:					
100# Digital Dull Coated Cover, 20.5" x 14.33",	125,000	\$	\$	\$	\$
Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .0075					
Requested Brands/Mfg.: Xerox, Mohawk, and Comparable Brand					
Packaging: 1000 sheets/carton					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer.					
Item #9:					
Digital White Gloss Cover, Coated 1-Side (C1S) , 18" x 12",	7,500	\$	\$	\$	\$
10 Pt., Bright White, FSC Certified Paper					
94+ Brightness, Short Grain Direction, Caliper: .008					
Requested Brands/Mfg.: Xerox, Mohawk, and					

Comparable Brand					
Packaging: 750 sheets/carton					
Must be Mill Cut and Ream Wrapped					
Note: Please indicate the brand & manufacturer.					
Category 2 Digital Papers Subtotal		\$	\$	\$	\$
Category 3: Uncoated Text & Cover					
Item #1:					
70# Smooth Opaque Text, 23" x 35", Bright White	28,000	\$	\$	\$	\$
94+ Brightness, Long Grain Direction, Caliper: .0059					
Packaging: 500 sheets/carton					
Comparable Brands/Mfg.: Cougar, Springhill, Exact					
Note: Please indicate the brand & manufacturer.					
Item #2:					
100# Smooth Opaque Cover, 23" x 35", Bright White					
94+ Brightness, Long Grain Direction, Caliper: .125	8,000	\$	\$	\$	\$
Packaging: 500 sheets/carton (Used for Business Cards)					
Comparable Brands/Mfg.: Lynx					
Note: Please indicate the brand & manufacturer.					
Category 3 Uncoated Text & Cover Subtotal:		\$	\$	\$	\$

Category 1 Bond Papers & Envelopes Subtotal:	\$				
Category 2 Digital Papers Subtotal:	\$				
Category 3 Uncoated Text & Cover Subtotal:	\$				
Grand Total					
A. PLEASE PROVIDE A DISCOUNT OFF CURRENT MANUFACTURER'S PUBLISHED LIST PRICE					
ON ALL OTHER PRODUCTS NOT LISTED ABOVE:					
_____ %					
COMPANY NAME: _____					
SIGNATURE: _____					
DATE: _____					
PRINTED NAME AND TITLE: _____					
ADDRESS: _____					
CITY/STATE/ZIP: _____					
PHONE NO.: _____			FAX NO.: _____		
E-MAIL ADDRESS: _____			FEDERAL TAX ID NO: _____		