



BUSINESS CENTER SOUTH

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

**REQUEST FOR PROPOSAL 627-RB
FOR DIGITAL PRESS LEASE FOR THE REPROGRAPHICS DEPARTMENT**

RELEASE DATE: Thursday, November 20, 2014

LAST DAY FOR QUESTIONS: Tuesday, December 2, 2014 5:00PM PST

LAST DAY FOR ADDENDA : Friday, December 5, 2014 5:00PM PST

OPENING DATE, TIME and LOCATION: Friday, December 12, 2014 3:00PM 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, three (3) copies 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:

Randy Beck, Purchasing Analyst
randy.beck@unlv.edu
Phone: (702) 895-5986
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 replacement of the current digital press located in the Reprographics department. The purpose of this Request for Proposal (RFP) package is to facilitate competitive leasing Proposals for the installation and support of a production color digital press in the Reprographics/Design Services Department at the University of Nevada, Las Vegas (UNLV). The primary goal of the installation of the production color digital press is to improve efficiencies, job quality, job turnaround times and overall customer service.

Currently, UNLV's Reprographics department has a mix of print and digital equipment in place, including small offset to a Xerox iGen3. It is the iGen3 that needs to be replaced that is driving this RFP.

At UNLV Reprographics the Xerox iGen3 approximate total average monthly volume (January through December, 2013) was 100,000 impressions: a monthly average just under 25,000 monochrome impressions, color impressions totaled 86,000 with 85,000 of those being produced on maximum size stock. As with most printing facilities over the past decade, UNLV Reprographics has experienced a clear trend of shorter job run lengths which are better suited for digital presses. The Production Digital Color Press, which will replace the Xerox iGen3, is to be installed in UNLV's Reprographics facility in early 2015 installation schedule will be coordinated with successful Proposer.

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 Contracts.
REQUEST	Request for Proposal, RFP

RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.
PRICING RESPONSE FORM	Proposer form submitted in Section E defines the proposed cost of the equipment and services requested.
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.

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 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 the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/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 sample Contract Terms and Conditions (**including all insurance requirements**) unless otherwise stated.
- 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 Law. 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. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company for award.

- c) A Contract will be awarded on the basis of which Proposal 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. Experience, Reliability & Stability	15
2. Proposed Functionality/Specifications/Quality	30
3. Implementation, Training and Maintenance	15
4. Cost	40
Total Possible Points	100

1. Experience, Reliability & Stability 15 Points Possible

The Proposer should provide the following information about his/her company so that the University can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline of the company's background should include:

- a) How long the company has been in business, and how long the company has been in the business of providing digital press solutions. List how much money your company annually invests in research and development for the proposed equipment.
- b) A brief description of the company (e.g., past history, present status, future plans, etc.). Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.
- c) Provide a statement of qualifications describing your firms' knowledge and experience in providing and maintaining a high speed digital press solution.
- d) Describe if your firm has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Proposer's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

- e) The Proposer should provide a minimum of five (5) client references similar in size and scope to the University and whose usage requirements are similar to those specified herein. The information provided should, as a minimum, include:

Name and location of institution
Name and title of contact at institution
Telephone number of contact
Email address
Product installed

Furnishing incorrect or incomplete reference information may lead to Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

2. Proposed Equipment Functionality 30 Points

- a) The Proposer should present, in detail, the features and capabilities of the proposed digital press as they relate to each of the requirements and specifications contained in Section D of this RFP. In addition, the Proposer should include a description of any features (or value-added components) included or available in the proposed digital press that have not been specifically requested in the RFP. Additional consideration may be given to Proposers whose press features are determined to be of value to the University.
- b) Please identify all hardware and software requirements associated with the digital press. Please also identify all user desktop hardware and software requirements.
- c) Does the proposed solution meet all RFP hardware/functionality requirements, if no then provide a list of the deviations.
- d) Provide all electrical requirements for installation including NEMA plug requirements.
- e) Provide space requirements for the proposed system with all included accessories.
- f) In addition to responding to the requested specification listed in the RFP, explain in detail any unique or proprietary functions of the proposed solution and how that is advantageous over other market solutions.
- g) All proposals submitted must include printout(s) of a UNLV provided test file. The four prints must be labeled properly and include the following:
- 12" x 18" on white 80# matte text
 - 12" x 18" on white 80# gloss text
 - 12" x 18" on white 100# matte cover
 - 12" x 18" on white 100# gloss cover
 - 12" x 18" White Card Stock 298-325GSM
- h) UNLV continues to strive in utilizing products that are energy star rated when available and/or focus on sustainability practices in the operation of their equipment. If your product meets or uses the described practices provide detail on this and how it attains those standards.

3. Implementation, Training, and Maintenance**15 Points Possible**

The Proposer should provide a detailed implementation plan for the proposed digital press. The proposed plan should include an estimated time frame from the date of award to completion of the implementation process, to include required and optional training.

- a) Provide a detailed description of the level and extent of all support to be provided during implementation of the proposed digital press.
- b) Explain your strategies for a successful implementation of your product. Describe the implementation support personnel who will be provided (e.g., number of personnel, level of personnel, field of expertise of such personnel, number of years such personnel have been employed with the Proposer in their present capacity, time commitment, etc.). Detail the time commitment expected of University staff for implementation assistance.
- c) List the nature, level, and amount of training that is typically necessary in each of the following areas:
 - Technical training (e.g., programming, operations, etc.)
 - User training
- d) The Proposer should supply a list of all documentation, which will be provided with the proposed digital press.
- e) Specify the nature of any post-implementation support to be provided by the Proposer and the University's involvement associated with such support including:
 - Telephone support
 - Provide a statement of the number of minimum certified service technicians for the proposed digital press available, located and assigned to the metro Las Vegas valley area.
 - Provide an explanation of technical service escalation, including the availability of senior and/or specialist technicians.
 - The proposal should include a detailed procedure for escalation of service issues.
 - Delivery method of future upgrades and product enhancements.
 - Availability of user groups
 - Availability and frequency of user conferences and conference fees

4. Fees: Complete Section F Pricing Fee Response Form.**40 Points**

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

- All pricing set forth in the Proposer's proposal includes the cost for Proposer to provide, among other items, all necessary print drivers and controllers, training for device network installation, network administration and help desk support. UNLV Reprographics own networking personnel will be responsible for maintaining university supplied equipment within UNLV's networking environment.
- Proposer's proposed pricing shall include Proposer recommended off-site training and up to two (2) weeks of formal ramp-up operator training at UNLV Reprographics facility for each of up to three

(3) operators. The formal ramp-up training program shall consist of full operational instruction, daily operator maintenance duties and electronic job troubleshooting. All travel expenses (travel, lodging, meals and rental car) associated with the on-site training program shall be borne by the selected Proposer. In any event, the ramp-up operator training shall be completed within thirty (30) days following the completed equipment installation.

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 vendors.
- c) The term of this Contract is contingent on the Proposals received and what is in the best interest of UNLV Reprographics department.
- 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 will 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

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for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). 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 PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing UNLV, 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 of Purchasing may determine.

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **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.

12. **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.

13. **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:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,

- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

14. **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.

15. **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 Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:

- (1) Proposer’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
- (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

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

The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the 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

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.

16. **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.

17. **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.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

1. Production Color Digital Press Solution Specifications: The Proposer must respond with the specifications of their proposed equipment as compared to the requirements identified below. Include specifics to the equipment being proposed.

Standard Functionality	Production color printing
Rated Speed:	Minimum: 75 Sheets per/Minute – 8 ½ x 11 Full Color
Toner/Ink Units	Minimum 4 color
Paper throughput type	Cut-Sheet
Maximum Paper Size	Up to 14 ½ x 26"
Maximum Image Area	Image area must be within 1/8" of sheet edge
DFE/RIP	<p>Creo or Fiery or Equivalent</p> <p>Including job management, color management, and image quality controls.</p> <p>The DFE must also have composition correction and spot color adjustment capability.</p>
Variable Data Printing	Standard Compatibility
Duplex/Perfecting	Required
Front to back registration tolerance	+/- .05mm
Total number of substrate input drawers	Two drawer minimum
Total Capacity of input drawers	5,000 sheets minimum
Paper/Media range	55gsm (16 lb. bond) to 350gsm (130 lb. Cover)
Duplexing Stock Capability	55gsm (16 lb. bond) to 350gsm (130 lb. Cover)
Post-process sheet insertion tray	100 sheets per set minimum
Image Resolution	Minimum 1200x1200 dpi
Line Screen Support	2300lpi w/ 256 gray levels

Color Calibration	Must include a fully automated color calibration and adjustment system with in-line Densitometer or Spectrophotometer to ensure color quality and consistency.
In-process loading	Must allow loading of toner/ink and paper while digital press is printing.
Service response time for on-site support	Must not exceed 2 hours from the time the call is placed.

2.

Additional finishing options	Pricing for in-line finishing equipment should be integrated with the production press and also as stand-alone optional solution.
<i>Stapling</i>	Standard 100 sheets minimum
<i>Booklet Maker</i>	In-line 80#page minimum, fold stitch, trim
<i>Hole Punch</i>	2 and 3 hole minimum
<i>GBC</i>	Plastic comb bind
<i>Folding</i>	Standard folds - Half fold and Z fold minimum
<i>Vendor Recommendations</i>	

3. All equipment shall be fully network print compatible with UNLV's networking environment upon installation. UNLV's utilizes an Active Directory environment. All equipment types installed must be able to accommodate a variety of print applications, including those from the Microsoft Office Suite, Adobe Suite, PDF workflow, and various systems in use globally. Print jobs will be stored on a shared drive maintained by the UNLV Reprographics Department for later retrieval.
4. All equipment and accessories shall be newly manufactured and guaranteed to be so upon delivery.
5. The location for all equipment and accessories installed under this RFP is UNLV Reprographics facility, which is located at the main UNLV campus (4505 S. Maryland Parkway Las Vegas, NV 89154-1028).
6. Proposer shall provide full-service support for the Production Color Digital Press installed at UNLV Reprographics location. Service technicians must be accessible to the UNLV Reprographics facility between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except normal holidays. Proposer will supply detailed procedures for service issue escalation.
7. It shall be the responsibility of Proposer to perform proactive preventive maintenance (PM) service for the Production Color Digital Press installed under this contract according to the PM schedule specified by the equipment manufacturer. Preventative maintenance should be scheduled beforehand with the designated UNLV Reprographics representative so as to minimize departmental disruption.
8. The Production Color Digital Press solution installed under this contract shall attain at least a 95% quarterly uptime performance. A \$50 per-hour credit shall be applied to UNLV Reprographics' account for each hour or partial hour that the Production Color Digital Press solution is not operational below the 95% requirement.
9. Local on-site service response time shall be within two (2) hours.
10. Proposer shall provide service reports electronically on a monthly basis.

11. All high-mortality hardware components and parts must be available in Proposer's local warehouse or via next-day delivery system. At no time will the Proposer charge UNLV for delivery, including overnight delivery, of parts, supplies or consumables.
12. Proposer shall at all times under this contract provide UNLV Reprographics with sufficient supplies (including, but not limited to, such items as toner/ink and staples) to last a minimum of one (1) month. Paper will be provided by UNLV at its sole expense throughout the term of this contract.
13. Proposer must obtain permission from UNLV Facilities Management or Planning and Construction Department prior to making any structural modifications necessary for installation of equipment.
14. An "impression" or "dick" shall be defined as a single-sided printed sheet of any size (8.5" x 11" through 14.5" x 26") processed by the marking engine. Double-sided prints will count as two impressions. Post-process sheets shall not count as printed impressions.
15. Technology Rider – In anticipation of newer "Ink Jet" technology which may become available in the near future and/or during the period of this lease, Proposer agrees to allow evaluation and consideration of replacement with no penalty of leased equipment with newer technology options.
16. UNLV desires to integrate a web-top-print solution which will provide an overall document solution in conjunction with the digital press installation, allowing for workflow automation. Any software application proposed must be compatible with existing AVATI - MIS system for data exchange.

Full description of proposed software including all capabilities and options should be included. Pricing should be for a web-to-print solution integrated with the production press and also as stand separate optional solution. The web-to-print solution should include, but is not limited to the following functionalities:

- Full workflow integration
- PDF proofing capability
- JDF or equivalent job routing
- Direct queue and automated press production processes
- Scalability to meet increased needs
- Interface friendly user tools for customization, design, functions
- User friendly tools for customer generated reporting
- Must be compatible with current "Avanti" MIS system with ability to replace Avanti system
- Multi customer ordering process, such as unique landing pages, individualized catalog capabilities and reporting functions
- Integration with Variable Data Printing (VDP) applications.

SECTION E

PRICING FEE RESPONSE FORM

1. All pricing should include startup cost, software, installation, training and maintenance.

Equipment	Model or Product#	36 month term (with two one year renewal terms) Monthly cost	60 Month term (with no renewals) Monthly cost
Leasing of a Digital Color Press			
Leasing of a Digital Color Press with Web-to-Print Solution Included			
Leasing of Web-to-Print Solution separate Should include the following: <ul style="list-style-type: none"> • Implementation Cost • Software Updates • Licensing annual cost • Programming and Customization cost • Training 			
Click charge			
Optional accessories			
Stapler (Minimum 100 sheets)			
Booklet Maker in-line 80# minimum, fold and stitch			
Hole Punch (2 and 3 hole minimum)			
GBC (Plastic comb binding)			
Folding (standard folds – half and Z fold at a minimum)			
	Total Monthly Cost		
	Total cost for term lease		

2. Provide per-click structure:

Minimum_____

Maximum_____

Oversize_____ (2 - 8 ½" x 11" should count as one click)

Color_____

Black & White_____

EXHIBIT A

SAMPLE CERTIFICATE OF INSURANCE**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
INSURED	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - 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"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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

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ACORD 25 (2014/01)

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