



**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS (“UNLV”)
REQUEST FOR PROPOSAL 677-KO
FOR TEMPORARY STAFFING SERVICES**

RELEASE DATE: Monday, September 12, 2016

LAST DAY FOR QUESTIONS: Wednesday, September 21, 2016

LAST DAY FOR ADDENDA: Wednesday, September 28, 2016

OPENING DATE, TIME and LOCATION: Thursday, October 6, 2016, 3:00 PM Local Time

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

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

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

Kelly Owsley, Senior Purchasing Analyst
Kelly.owsley@unlv.edu
Phone: (702) 895-4385
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 to provide Temporary Staffing Services to UNLV and Nevada State College (NSC) on an as needed basis. Other public agencies within the State of Nevada may also utilize the contracts resulting from this RFP at their option to purchase temporary staffing services under the same scope of work, pricing, and terms and conditions. In addition, the Clark County Water Reclamation District has specifically expressed interest in utilizing the contract(s) resulting from this RFP and has provided their temporary staffing requirements, which are included in this RFP. A variety of temporary staffing positions are needed and Proposers may submit proposals to fill any combination of the positions listed. The Successful Proposer(s) will enter into contract with UNLV to provide temporary staffing on an as needed basis. The Contract term will be one year with four, one-year renewal options.

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 defining any pricing and/or any applicable royalty fees.

GENERAL TERMS
AND CONDITIONS

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

MINIMUM CONTRACT TERMS

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

UNLV

University of Nevada, Las Vegas

NSC

Nevada State College

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

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

AFFILIATE(S)

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

SECTION B
SUBMISSION INSTRUCTIONS

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

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed 40 pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing or Royalty Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal that is not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

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

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

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

2. EVALUATION OF PROPOSALS

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

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

Weighted Evaluation Criteria	Possible Points
1. Experience & References	30
2. Staff Qualifications and Availability	20
3. Employee Code of Conduct Policies/Employee Performance	20
4. Recruitment and Screening Process	30
5. Training/Other	20
6. Fees and Hourly Rates (Section E)	<u>80</u>
Total Possible Points	200

1. Experience & References

- a. Provide a brief description of the Company (e.g., past history, present status, future plans, etc.).
 - i. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have “partnership” arrangements.
 - ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?
 - iii. Identify the number of employees in your Company.
 - iv. Within the past five (5) years has (i) a general assignment been made by Company or any Affiliate for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company or any Affiliate been placed voluntarily or involuntarily in any receivership; or (iv) has the Company or any Affiliate defaulted on any loan, or been otherwise unable to pay its debts.
 - v. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/software/products to be provided, and if so, explain the nature and status.
 - vi. Within the past five (5) years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination(s) including the date or termination and the other parties' name, address, and telephone number.
 - vii. Disclose any potential conflicts of interest, or appearance of conflict, which might arise if your Company was selected for this project. Such disclosure should include compensation which may be paid in either hard dollars or soft dollars by any source to your Company.

- viii. Disclose any conflicts of interest you or your Company may have with UNLV, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.
- b. Include a resume of your firm's experience in providing non-technical and technical skilled persons to government and commercial agencies or performing related work within the State of Nevada. This resume should provide information that will demonstrate your firm's ability and resources to staff, locate, and acquire qualified, professional, and motivated persons to fill those positions defined in **Section E**, Scope of Work/Specifications. It should describe the history of the firm, the number of years Proposer has been in the business of providing temporary staffing, number of years experience in Las Vegas, address of offices that will serve the needs of UNLV, number of employees, and the ownership. Also describe the volume of staffing that your firm can handle, as well as, where temporary employment candidates are pooled from, whether it be locally or from a national database of candidates.
- c. What is the approximate annual dollar amount of services provided by your local office?
- d. Provide three References for customers whom reside in the Las Vegas area. References shall include the name, telephone number, and e-mail address of a contact person from the reference organization whom is completely knowledgeable about your firm.
- e. Provide a statement of whether Proposer intends to use subcontractors, and if so, provide the names, mailing address, and phone numbers of the subcontractors and a description of the scope and portions of the work the subcontractors will perform.

2. Staff Qualifications and Availability

Provide an organizational chart of the firm indicating lines of authority for personnel involved in the performance of this Contract. Provide information concerning the education, background, experience, and knowledge of management and staff. Indicate if those persons presently reside in Clark County, Nevada or elsewhere. Provide a complete list of hours of operations, days of operation, holidays, telephone numbers and cell phone numbers of staff that will interface with UNLV and names of those individuals responsible after hours of normal operation.

3. Employee Code of Conduct Policies/ Employee Performance

- a. Provide copies of written policies regarding personal appearance standards required of Proposer's clients, employee code of conduct policies, drug and alcohol policies, and any standard policies and forms required by clients to sign at time of application.
- b. Discuss if and how written policies are enforced. Please discuss how customer complaints regarding violations to these policies or to UNLV standards, or other general grievances regarding dissatisfaction with a temporary employee's performance will be handled and addressed. Should a candidate prove unsuccessful in placement with a client other than UNLV, is the name removed from the active referral roster?
- c. Discuss how your firm evaluates and tracks employee performance?

4. Recruitment and Screening Process

- a. How does your firm attract qualified candidates and how do you ensure you are attracting a diverse applicant pool?
- b. For positions described in Section E and/or other types of positions not listed in Section E that your firm can provide staffing for, discuss in detail the screening and evaluation process that candidates

for temporary employment must undergo. This includes information regarding the testing and evaluation of candidates for various skills and competencies, interviewing and screening processes, and reference and background check policies and procedures. Provide information on the steps and/or documentation your firm uses to verify employees' claims of educational and professional degrees and certifications? Please address how these screening and evaluation processes assess candidate qualifications for each particular job. Discuss what type of documentation will be made available to UNLV as evidence that a particular candidate possesses the skills necessary to perform the general requirements of the job as described in Section E.

- c. As requested by UNLV or Requesting Agency, Contractor will be required to perform background checks, drug testing or other services for specific positions. Describe the types of Background checks Proposer can perform, if requested.

5. Training/Other

- a. Discuss any training opportunities that are offered to your clients. Discuss employee training policies and procedures, types of training, and frequency of training.
- b. Provide/describe the reports your firm can provide and frequency?
- c. Discuss any additional capabilities offered by Proposer, which may be deemed to be highly beneficial to UNLV and other governmental agencies that may use this contract.
- d. For many of the positions, a "temp to hire" option is desired. UNLV requires that no placement fee will be charged for temporary employees hired into a full-time UNLV or other Requesting Agency position(s) whom have been employed with the Requesting Agency for a minimum of thirty (30) calendar days through selected Contractor. Please discuss your policies regarding temp to perm offerings and whether you can comply with this requirement.

6. Fees and Hourly Rates (Submit in Separate Sealed Envelope)

Provide the hourly rate charged to UNLV/Requesting Agency for each proposed corresponding temporary position in Section E Pricing Response Form. Provide Proposer's payment policies and terms. Fees and Hourly rates must be submitted in a sealed envelope separate from the rest of the submitted proposal.

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

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

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

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- 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 or at the price, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director may determine.

10. **FREIGHT TERMS**

- a) All freight terms must be F.O.B. destination. Unless there is a separate line item for transportation charges (e.g., freight, insurance, etc.) in the Pricing Response Form, prices must include all transportation charges. At UNLV's sole discretion, UNLV may require that the goods be shipped by the successful Proposer using UNLV's FED EX account number.
- b) Any Proposal submitted with alternate transportation terms other than as stated above may cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

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

14. **PROTESTS**

Any Proposer or Contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director, within seven (7) days

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

To be considered, all protests must identify the following:

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

15. **SAMPLES**

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

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

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

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected

disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

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

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

17. **SUSTAINABILITY**

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

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

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

18. **TAXES, LICENSES AND PERMITS**

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

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

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

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws. UNLV employs

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only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

SCOPE OF SERVICES

The Contractor shall provide management, labor support functions and personnel necessary to provide qualified personnel with technical and non-technical skills to perform temporary employment services for UNLV and Nevada State College (NSC). In addition, the Clark County Water Reclamation District has specifically expressed interest in utilizing the contract(s) resulting from this RFP and has provided their temporary staffing requirements which are included in this RFP. These agencies (Requesting Agency) shall have the option of utilizing the resulting contracts to obtain temporary employment services. UNLV will be responsible for managing the resulting contracts only in relation to issues that arise between UNLV or NSC and the Successful Contractor(s). Any issues that arise between the Successful Contractor(s) and other public agencies that choose to utilize the resulting contracts shall be between those parties and UNLV shall not be responsible.

The purchase of services by a Requesting Agency from Contractor is a transaction solely between the Agency and the Contractor. It is understood and agreed that if any litigation arises between the Contractor and any Requesting Agency, Contractor shall not make UNLV a party to that litigation. Contractor agrees to indemnify UNLV against and hold it harmless from all costs associated with such litigation.

It is estimated that annual spending on temporary staffing for each of these agencies is as follows:

UNLV	\$1,041,000
Nevada State College	\$202,000
Clark County Water Reclamation District	\$700,000

The above dollar amounts are estimates based upon past usage and are not guarantees of future usage. UNLV will not guarantee a minimum, or any amount, of business from a contract resulting from this RFP. Services shall be requested only as needed.

Other public agencies within the State of Nevada may also utilize this contract under the same scope of work, pricing, and terms and conditions. Specific job qualifications for the potential required positions are defined in the following Scope of Work. Additional requirements may emerge for non-identified positions.

LOCATION OF SERVICES

Employment services shall be provided at any of UNLV's facilities or other Requesting Agency's facilities. Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain services at the RFP price throughout the term of this contract.

HOURS OF OPERATION

Temporary employees assigned shall comply with the applicable work week and time schedule at their assigned locations unless desired changes are formally approved by a responsible official of the Requesting Agency. The workweek will be determined upon assignment and may include nights and weekends.

OVERTIME

Requesting Agency shall not be liable for paying overtime to any temporary worker. It shall be the selected Contractor's sole responsibility to insure that no temporary employee works daily or weekly hours that could be construed as overtime hours.

REPORTING TIME

Selected Contractor shall insure that temporary employees report to their assigned work area fifteen (15) minutes prior to the time scheduled to work. Failure to do so may be cause for termination of the temporary employee. This time is utilized to sign in and check out the necessary equipment required to perform work assignment.

The selected Contractor is responsible to tell the temporary referral/employee candidate that the referral is required to be: to work on time, to follow the instructions of Requesting Agency's supervisor/lead worker, and to follow all policies and procedures of Requesting Agency including but not limited to safety, security, wearing uniforms, smoking, and drug/alcohol use. A copy of each agency's policies or a web address directing Contractor to the agency's policies will be provided to the Contractor.

TAXES

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with the services provided under this agreement and shall make any and all payroll deductions required by federal and state law, and hereby indemnifies and holds harmless UNLV or other Requesting Agency from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PERMITS, LICENSES AND LAWS

Contractor shall obtain any and all federal, state and local permits and licenses required to execute the project as described in the **Section D**, Scope of Work. Contractor further agrees to abide by all applicable federal, state and local codes, regulations, statutes, ordinances and laws including but not limited to Equal Employment Opportunity, Anti-Discrimination, Immigration, Wage and Salary, Drug Free Workplace and Disability.

SCREENING REQUIREMENTS All referrals must be screened and interviewed. At minimum Contractor should:

- A. Conduct an in-person interview to determine the applicant's character, suitability, and ability to provide service to UNLV or Requesting Agency. The Requesting Agency's authorized representative shall have the option of participating in the interview process for various positions upon request.
- B. Contact at least two of applicant's former Employers to verify the employee's work performance.

If requested by UNLV or Requesting Agency, Contractor shall conduct a background investigation of applicant. The background investigation may include, but is not limited, to the following:

1. Check for felony convictions as defined by NRS 179C.010.
2. Check for convictions for a sex or drug related charge as defined by NRS 179A.290, NRS 179C.010, or NRS 179D.620.
3. Check for convictions for offenses that pose a threat to the safety or wellbeing of others as defined in NRS 179D.060.
4. Check for charges or criminal cases pending in the courts as of the date the worker is referred to UNLV or requesting agency to begin his/her temporary assignment.

If requested, Contractor shall provide resumes of potential employees to UNLV or Requesting Agency for consideration. UNLV or Requesting Agency reserves the right to conduct interviews of referrals before placement of temporary employees.

INJURIES ON THE JOB

Should Contractor's employee become injured on duty, the Contractor will immediately assume responsibility for the injured temporary employee and will provide UNLV or Requesting Agency with procedures on handling such situations.

CONFIDENTIAL TREATMENT OF INFORMATION

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

PAYMENT

Contractor will not be paid or reimbursed by UNLV or Requesting Agency for expenses incurred in connection with pay for holidays not worked. Some assignments may require individuals to work holidays and/or weekends.

Requesting Agency shall pay the Contractor for actual hours worked by the temporary employee. The Contractor will be required to reveal direct labor rate (DLR) paid to each category of employee upon request. The DLR shall be expressed as an hourly rate and will reflect only actual wages paid by the Contractor to its employee(s).

MINIMUM WAGE REQUIREMENT

Contractor must comply with the Fair Labor Standards Act (FLSA) of 1938, as amended, and U.S. Department of labor Regulation Part 516 pertaining to employee record keeping requirements.

GARNISHMENTS

Contractor shall be responsible for all garnishment claims for their employees.

UNEMPLOYMENT CLAIMS

Contractor shall be responsible for all unemployment claims for their employees.

HEALTH INSURANCE

Contractor shall be responsible for providing health, life and all standard insurance to their temporary employee(s), if offered by Contractor.

SICK LEAVE/VACATION PAY

Contractor shall be responsible for providing sick leave, vacation, emergency leave, and any retirement programs to their temporary employee(s), if offered by Contractor.

BILLING AND LOGGING DOCUMENTATION REQUIREMENTS

Contractor shall provide the Requesting Agency with concise billings, including: name of temporary employee, job title, dates and hours of service and purchase order number.

Contractor shall maintain a log reflecting temporary employees, position title, dates and hours worked, purchase order number, Requesting Agency, and department name. UNLV may periodically request this information.

Contractor may be required to provide other reports to UNLV or other Requesting Agency upon request.

TEMPORARY EMPLOYEE TERMINATION

UNLV or other Requesting Agency may reject or terminate any temporary employee placed by Contractor, without giving cause or notice and Contractor will provide a replacement employee within twenty-four (24) hours after notification of termination. Should the second replacement employee also be unsatisfactory, UNLV or other Requesting Agency reserves the right to obtain the services from another source.

Temporary employees may be terminated and not considered for rehiring by Requesting Agency for, but not limited to, the following reasons: walking off the job, not returning to position, not following rules and regulations of Requesting Agency, and boisterous, profane or abusive language or behavior. These conditions apply to any temporary employee assigned to any department of UNLV or other Requesting Agency.

FULL TIME EMPLOYMENT

Requesting Agency is not, under any circumstances, obligated to employ the Contractor's employee on a full-time basis. The intent of this Contract is to provide temporary staffing services. It is not the intent of UNLV or Requesting Agency to utilize this document as a recruitment service, however, there may be instances in which UNLV or Requesting Agency wish to hire a temporary employee into full time service. Contractual arrangements between the Contractor and his/her employees do not pertain to this Contract. All other Contracts related to temporary staffing services by the Contractor and his/her employees are superseded by this Contract.

CONTINUITY OF SERVICE

It shall be the Contractor's responsibility to insure continuity. Should a temporary employee be absent for a specific contract period, it shall be the Contractor's responsibility, at no additional cost to Requesting Agency, to replace that temporary employee within 24 hours or the next scheduled shift, whichever should come first.

PLACEMENT FEE

No placement fee will be charged for temporary employees hired into a full-time UNLV or other Requesting Agency position(s) whom have been employed with the Requesting Agency for a minimum of thirty (30) calendar days through selected Contractor.

PERSONAL APPEARANCE

Selected Contractor shall provide temporary employees that present a clean and groomed appearance.

RESPONSIBILITY OF CONTRACTOR

It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent, representative or employee of UNLV or other Requesting Agency and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and hold UNLV or other Requesting Agency harmless from all matters relating to the payment

of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- A. In accordance with the Immigration Reform and Control Act of 1986, the Contractor agrees that it will not employ unauthorized aliens in the performance of this Contract.
- B. Contractor acknowledges that UNLV and other Requesting Agencies have an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, UNLV may declare the Contractor in breach of the Contract, terminate the Contract, and designate the Contractor as non-responsible.
- C. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of UNLV or Requesting Agency, and that they shall not be entitled to any of the benefits or rights afforded employees of UNLV or Requesting Agency, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System or other retirement benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. UNLV or Requesting Agency will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Contractor or any of its officers, employees or other agents.
- D. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Contractor, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards.
- F. All materials information, and documents, whether finished, or draft, developed, prepared, completed, or acquired by Contractor for UNLV or Requesting Agency relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Contractor to parties other than UNLV or Requesting Agency shall become the property of UNLV or Requesting Agency and shall be delivered to UNLV or Requesting Agency's representative upon completion or termination of this Contract, whichever comes first. Contractor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by UNLV or Requesting Agency. UNLV or Requesting Agency shall have the right to reproduce all documentation supplied pursuant to this Contract.
- G. The Contractor agrees that its officers and employees will cooperate with UNLV or Requesting Agency in the performance of services under this Contract and will be available for consultation with UNLV or Requesting Agency at such reasonable times and advance notice as to not conflict with their other responsibilities.
- H. Contractor has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the State of Nevada, UNLV or any other political subdivision of the State of Nevada.
- I. The rights and remedies of UNLV or Requesting Agency provided for under this section are in addition to any other rights and remedies provided by law or under sections of this Contract.

RESPONSIBILITY OF UNLV

- A. UNLV agrees that its officers and employees will cooperate with Contractor in the performance of services under this Contract and will be available for consultation with Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by Contractor under this Contract shall be subject to review for compliance with the terms of this Contract by UNLV.
- C. The review comments of UNLV's representative may be reported in writing as needed to Contractor. It is understood that UNLV's representative's review comments do not relieve Contractor from the responsibility for the professional and technical accuracy of all services delivered under this Contract.

CONTACTS

Contractor shall provide the names and telephone numbers of the primary contact person(s) to call whenever temporary personnel are needed by UNLV or Requesting agency. UNLV shall be notified of any change in this information during the contract period.

COMPENSATION

- A. UNLV or Requesting agency shall pay Contractor for the performance of services described in the Scope of Work. UNLV or Requesting agency's obligation to pay Contractor cannot exceed the hourly rate amount.
- B. UNLV or Requesting Agency shall subtract from any payment made to Contractor all damages, costs and expenses caused by Contractor's negligence, resulting from or arising out of errors or omissions in Contractor's work products, which have not been previously paid to Contractor.
- C. A separate purchase order shall be submitted by each UNLV Department for services required from Contractor. Invoices shall be submitted to the name and address indicated on each UNLV purchase order or as requested by the Requesting Agency.

INSURANCE

Contractor shall comply with insurance requirements per the attached Exhibit B Minimum Contract Terms for the RFP.

Contractor's providing temporary staff to fill Cashier positions will be required to carry Crime insurance

Contractors providing temporary staff to fill Dentist positions, will be required to carry Professional liability/malpractice insurance.

PARKING

Contractor's employees shall be responsible for purchasing parking permits from the UNLV Parking Department. UNLV shall not be responsible for parking tickets received by Contractor's employees.

The full list of parking policies, rules, and regulations can be found at <http://parking.unlv.edu/>.

JOB DESCRIPTIONS

I. JOB DESCRIPTIONS

Below is a list of positions for which UNLV, Nevada State College (NSC), and the Clark County Water Reclamation District have required temporary staffing services in the past. Proposers are to provide their pricing for these positions in Section E. From time to time, a department may require a position which is not listed below. In these instances, the requestor will contact the temporary agency to find out the availability of temporary staffing for such positions and to negotiate pricing for those particular positions not listed below.

PROFESSIONAL ACCOUNTANT: Responsibilities include account analysis, reconciliations, program reviews and procedure documentation. Monitor account activity and balance to ensure appropriate use of the chart of accounts and object codes, account classifications, rollups and adequate funding to maintain the fiscal integrity. Assist in preparation of annual financial statements, audit schedules and other reports. Act as advisor and respond to departmental queries. Develop and revise accounting procedures as necessary and provide training in financial system utilization. Assist on special projects as identified by controller and associate controller. The preferred requirements of this position are: Baccalaureate degree in Business Administration, Accounting, or similar major and three years accounting and/or audit experience. CPA/MBA desirable. Proficient in Microsoft office products including Word, Excel, Access, and PowerPoint. Excellent communication skills. Assignments are generally from 3 to 9 months. Temp to hire is desired.

ACCOUNTS PAYABLE/GENERAL ACCOUNTING/PAYROLL ASSISTANT:

Responsibilities include processing transactional documents to general ledger and subsidiary systems. Documents processed are time sensitive and require significant compliance review in accordance with various statutory regulations. Preferred requirements: Associates or Bachelors Degree and 3-5 years experience in a business office, processing documents and reconciling accounts. Excellent communication skills required to interface with various department administrators. Familiar with mainframe financial systems, report query tools and Microsoft office products. Assignments are generally from 3 to 9 months. Temp to hire is desired.

BARTENDER: Must be 21 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Must have basic knowledge of mixing drinks, the proper way to order drinks and the proper sequence of how to put the drinks out. Also, must possess good cash handling skills with the ability to count properly and quickly without making mistakes. Must possess a server attitude, going above and beyond to insure proper service, and have the ability to interact with guests, without getting too familiar. Must be able to speak and understand English. Must have good grooming standards. Duties will include the preparation and serving of beverages as required by customers. Responsibilities will include cash register operation, collecting and exchanging of money. Clean up of workstation is required.

BOOKSELLERS/CASHIERS

Job duties include but are not limited to:

- Cashiering/processing e-commerce orders
- Customer Service – answering phones, email, assist on the sales floor
- Shipping/Receiving/Stocking shelves
- Taking inventory
- Clerical duties – photocopy, file, fax
- May be required to act as the second count for the opening and closing safe. It is required that such individuals be bonded.

FOOD SERVERS: Must be 18 years of age or older and possess a Health and Sheriff card, and be available to work odd shifts and fluctuating hours as required for special events. Must possess a positive server attitude in which they go above and beyond to insure proper service, and a willingness to undertake other duties as required. Must have basic knowledge and skills of a banquet server including a) knowledge of how to set a table b) knowledge of folding napkins c) Skill to carry a large oval tray and bus tables d) Skill to hand pass food and beverage using either a cocktail tray or silver service tray e) Knowledge of proper etiquette for dropping food and beverage at the table i.e., always serve food from the left with the left hand and bus plates from the right with the right hand, always serve the ladies first starting with the eldest, and when serving beverages, serve from the right with the right hand and if possible, never lift the glass off of the table. Must have good grooming standards and must be able to understand and speak English. Duties will include set-up and break-down of event, and serving the needs of Food and Beverage clients.

CASHIER:

Job duties include but are not limited to:

- Cashiering – processing cash, check and credit card payments in a student information system.
- Customer Service – answering phones, answering questions about refunds, fees and classes, assisting customers in navigation of the system, and assisting staff.
- Clerical duties – photocopying, filing, faxing and sorting documentation as necessary.
- Reconciliation – Reconciling funds received at the end of assigned shift and balancing to system.
- Computer skills -- Must possess a basic ability and understanding of computer systems.
- Work schedule – Must be able to work any scheduled 8 hour shift between 8:00A and 8:00P Monday –Thursday and 8:00A to 6:00P Friday - Sunday.

COMPUTER TECHNICIAN: Must be 18 years of age or older and able to lift 50 lbs repeatedly. Must have knowledge of computer hardware and software setup, installation, and troubleshooting, and good written and verbal communication skills. Job duties include installing hardware and software on Macintosh and PC desktop and laptop computers, delivering and setting up computers in customer's office, troubleshooting minor computer hardware and software malfunctions and recording actions in a database.

CONCESSION CASHIER: Must be 21 year of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Concession Cashier will be responsible for customer service in concession booths. Duties will include the preparation and serving of food and beverage as required by customers. Responsibilities will include cash register operation, collecting and exchanging of money and balancing totals at the end of event. Clean up of workstation is required.

CONCESSION RUNNER: Must be 17 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required for special events. Must have the ability to lift 50 pounds or more. Responsibilities will include working with the stand leader to maintain appropriate stock levels throughout the event. Clean up of workstation is required.

CONCESSION SERVICE PREP (Stand Worker): Must be 18 years of age or older and possess a Health and Sheriff card and must be available to work odd shifts and fluctuating hours as required for special events. Food Service Prep will responsible for customer service in concession booths. Duties will include the preparing and serving of food and beverages as requested by customers. Responsibilities will also include collecting and exchanging of money. Clean up of workstation is required.

CONCESSION STAND LEADER: Must be 21 years of age or older and possess a Health and Sheriff card, Alcoholic Awareness card, and be available to work odd shifts and fluctuating hours as required

for special events. Duties will include the preparing inventory, keeping the stand stocked with product, and making sure enough product is prepared to sell. Responsibilities will include keeping the stand clean and maintaining records of product coming in and out of the stand. Clean up of workstation is required.

CONSTRUCTION – UNSKILLED LABOR:

Job duties include but are not limited to:

- Must be able to lift over 50 lbs.
- Loading, unloading and moving materials.
- General labor, cleanup, etc.
- The hours of operations vary.
- Must be able to follow directions easily and serve as an assistant for a variety of projects.
- Preference of OSHA Safety Training and Procedures

CUSTODIAL WORKERS: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Custodial workers will be responsible for all custodial duties required to clean and maintain areas throughout the concourse and seating areas as necessary.

DATA BASE ADMINISTRATOR: Responsibilities include supporting enterprise database services. Successful candidates for this position must be highly technical, detail-oriented team players with exceptional communication skills, a thorough understanding of relational database administration, and the ability to plan and manage database projects while meeting established deadlines for mission critical systems. Incumbents perform database administration tasks including maintaining data dictionaries, database backup and recovery, database performance tuning/monitoring, database loading, database updates and migrations. A thorough knowledge of and working experience with current database systems and data security practices is required. Experience with or exposure to Oracle RAC, Clusterware, ASM, Dataguard, Oracle SQL and PL/SQL, and Oracle Enterprise Manager Grid Control as well as exposure to other enterprise database platforms such as SQLServer and MySQL may be required depending upon specific needs. Additional possible experience includes Oracle 10gR2, RAC plus Dataguard in a Red Hat Linux environment; experience supporting an enterprise application such as PeopleSoft, Siebel, JD Edwards, etc. Other preferred experience includes supporting a Course Management System such as Blackboard or WebCT Vista in a higher education environment, experience supporting PeopleSoft CampusSolutions and Portal, experience with reporting and BI tools such as Cognos & OBIEE.

DATA ENTRY CLERK: Ability to input alpha and numeric data and verify work. Minimum 35 WPM, accurate. Some knowledge of records coding helpful. Must have good judgment and maintain confidentiality of information. May require knowledge and proficiency in Microsoft Office products or other software as required.

DENTAL OFFICE – FRONT DESK – PATIENT INTAKE AND EXIT

Perform Patient Intake/Exit duties as listed:

- a. Appointment scheduling
- b. Insurance verification
- c. Patient check in and chart preparation for treatment
- d. Patient check out to include collecting appropriate co-payments
- e. Entering treatment information in the Patient Management Program
- f. Ability to learn the treatment regulations for various insurance companies
- g. Ability to perform additional reception duties
- h. Must be Trained in HIPPA laws.

DENTAL OFFICE – BACK OFFICE –DENTAL ASSISTING DUTIES

Perform Dental Assisting duties as listed:

- a. Ability to prepare treatment room with the proper barrier protection
- b. Ability to greet patients and prepare them for patient treatment
- c. Knowledge and certification for taking radiographs\
- d. Knowledge and usage of dental materials
- e. Prepare units with appropriate instruments for designated treatment
- f. Ability to fabricate temporary appliances and assisting doctor with impressions
- g. Knowledge and ability to perform four handed dentistry (chair-side assisting) duties
- h. Knowledge and ability to perform charting duties and enter charting in the Patient Management Program
- i. Knowledge on duplicating film for insurance purposes and release to patients as needed.
- j. Must be Trained in HIPPA laws.
- k. Other assisting duties as assigned

DENTIST

Licensed dentist to provide dental supervision, exams and emergency treatment on patients. Must be trained in HIPPA laws.

DISHWASHER: Must be 18 year of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include washing dishes and kitchen implements. Responsibilities will be to keep the dish room clean.

EXECUTIVE ASSISTANT: Receives and screens visitors and telephone calls, providing information and resolving complaints which regularly requires the use of judgment and the interpretation of policies and procedures. Researches, compiles and summarizes a variety of informational or statistical materials; may compile and review budget figures. Types drafts and a wide variety of finished documents from stenographic notes, brief instructions, or printed materials; may use word processing equipment and input or retrieve data and prepare reports using a computer system; may compile and process confidential materials. Initiates correspondence independently for own signature or by appropriate management staff; reviews finished materials for completeness, accuracy, format, compliance with policies and procedures, and appropriate English usage. Organizes and maintains various administrative, reference, and follow-up files; purges files as requested. Organizes meetings by notifying participants, making room arrangements, preparing agendas and required informational materials; may attend such meetings and prepare minutes or may represent the manager at such meetings. Relieves managers and supervisors of certain administrative matters by following up on projects, transmitting information, and keeping informed of pertinent activities. Makes appointments and maintains a calendar, schedules and arranges for meetings and makes travel arrangements; sorts mail and obtains related backup materials. Assists with the development and administration of the department's budget; may prepare or maintain statistical, fiscal or payroll information. May coordinate departmental personnel, purchasing and related administrative support activities. Organizes own work, sets priorities and meets critical deadlines; ensures that such deadlines are met by other staff. May provide supervision, training and review of work of office support staff. May drive a personal, County or agency motor vehicle in order to attend meetings.

FILE CLERK: Filing, opening mail, stuffing envelopes, mailing information packages, some sorting of outgoing mail.

GENERAL LABOR: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. General Labor workers will be required to load and unload equipment as required for events.

KITCHEN WORKER: Must be 18 years of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include preparation of food. Responsibilities include set-up and clean-up of kitchen.

LINE COOK: Must be 18 years of age or older and possess a Health card, and be available to work odd shifts and fluctuating hours as required for special events. Duties will include preparation of food, carving, sautéing, broiling, grilling, etc. Responsibilities will include set up and clean up after event.

LOADER: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Required to load and un-load equipment from trucks.

MEDICAL OFFICE ASSISTANT: Must be 18 years of age or older. Ability to answer telephone, file, type and must be familiar with medical terminology. Must be trained in HIPPA laws.

MOVER:

Job duties include but are not limited to:

- Must be able to lift over 50 lbs.
- The hours of operation would be 7:00 AM until 3:30 PM.
- Must be able to follow directions easily.
- Must be trained on the proper procedures for lifting furniture and equipment

NETWORK ENGINEER: Responsibilities include working in collaboration with other Network Development and Engineering staff to design, implement and maintain the campus data network. The Network Engineer will lead the selection, configuration, and support of network devices, security appliances, wireless systems, and LAN/WAN infrastructure running primarily Cisco IOS. The position will also provide support for DNS, DHCP and VPN services. This position will serve as a point of escalation for complex network connectivity issues requiring advanced trouble shooting skills. The person holding this position will consult with internal and external clients as requested to provide solutions to unique networking requirements. The successful candidate must be available to serve in an on-call rotation for unexpected emergencies and work extended shifts. This position requires the ability to adjust shift schedule to perform maintenance and upgrades outside of business hours a minimum of once per week. Qualifications include three years in a technical support position including two years of professional experience with network device configuration and installation, strong knowledge and experience with networking components (routers, switches, preferably Cisco or Brocade equipment) and network topology, demonstrated understanding of advanced network protocols (e.g. OSPF, MPLS, IPv4, IPv6, HSRP) , experience with configuration and troubleshooting of security technologies, VPN, 802.1x, WPA2, firewall and server based access controls, strong knowledge of common desktop operating systems including Windows, Mac OS-X and Linux, experience with installation, configuration, and troubleshooting of wireless access points, wireless management systems and associated technologies, demonstrated knowledge of LAN cabling components, general understanding of Linux based network troubleshooting tools, ability to write scripts or use programming toolsets to streamline operations, strong problem solving skills and strong verbal, written and communication skills.

PARKING ATTENDANT: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Parking attendants are assigned to positions to help direct guests to the proper parking areas, and to protect the integrity of VIP parking.

PARKING CASHIERS: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Parking Cashiers greet the guests at the parking cashiers barrels to collect the parking fees and returns a parking coupon back to the guest.

PRE/POST CLEAN UP: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Duties will be in conjunction with setting-up, and taking down chairs, props, equipment and material as required in the arena area, and also cleaning-up.

RECEPTIONIST: Telephone duties (1-6 lines). Ability to greet guests and screen callers for referral to appropriate staffers. Good communication skills. Front office appearance. May include simple clerical duties such as stuffing envelopes, etc.

RUNNERS: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Runners must possess a valid Nevada drivers license. Duties will include picking up and delivering equipment and/or items as required.

SECRETARY: Typing speed of Minimum 55 WPM. Must possess excellent grammar, spelling and punctuation skills. Proficiency (skills at the medium to advanced level) in Microsoft Office products such as Word, Excel, PowerPoint and Access, as well as knowledge of Lotus Notes. Proficiency in other software products may also be desired for particular jobs. Ability to answer a multi-line telephone system, filing and copying. Must work well with people. Business attire.

SECURITY STAFF: Provide security guards at various campus events. Includes providing security screening using metal detectors, frisking/pat downs, etc.

SPECIAL USHER: Must be 21 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Special Ushers perform the same function as an Usher, but secure an area by roving through areas looking for potential problems such as alcohol, seating or any guest-related problems. A visual bottle check is done by the Special Ushers as guests enter the facility. After bottle check is concluded, Special Ushers become rovers in the concourse and seating areas. All part-time event staff will serve as Alcohol Awareness Staff.

STAGEHAND SPECIALTIES (CARPENTER): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling staging, scaffolding, stairs, and decking.

STAGEHAND SPECIALTIES (LIGHTING TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing, dismantling lighting rig and various lighting equipment (instruments, dimmers, cable).

STAGEHAND SPECIALTIES (AUDIO TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling audio equipment, including various speakers, control boards and cable.

STAGEHAND SPECIALTIES (VIDEO TECHNICIAN): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include installing/dismantling video equipment, operating various equipment (cameras, control boards), work as cable page.

STAGEHAND SPECIALTIES (SPOT LIGHT OPERATOR): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include operating spot lights as needed during rehearsals and performances.

STAGEHAND SPECIALTIES (LOADER): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include loading/unloading trucks, equipment, etc.

STAGEHAND SPECIALTIES (WARDROBE ASSISTANT): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include working with tour/production group in maintaining wardrobe and costume pieces (basic sewing skills – hand and machine).

STAGEHAND SPECIALTIES (GENERAL STAGEHAND): Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Must have knowledge of basic stage terminology, ability to lift 50 lbs, ability to work standing on feet for long periods of time, ability to work in a fast-paced environment, ability to work safely around all types of equipment, ability to work with a variety of personalities in a professional manner, and good listening and communication skills. Job duties include miscellaneous tasks as needed, i.e. install pipe and drape, general setup of equipment and staging.

SYSTEMS ADMINISTRATOR: Responsibilities include providing Windows, Unix and/or Virtualization services support for faculty, staff and students. Incumbent is responsible for 24/7 administration and support of server and storage technologies. Technologies include but are not limited to Microsoft servers, VMware, Microsoft Active Directory, Novell eDirectory, Apple OS X servers, Linux, Solaris, AIX servers, Storage Area Networks, Oracle/SQLserver/mySQL databases, Peoplesoft-based applications. Tasks include project planning and implementation, system optimization and automation, scripting, server and storage security, virtualization, backup and recovery, 2nd and 3rd level software troubleshooting and coordinating information and service requests with various University and Nevada System of Higher Education units. Qualifications include 3 years of server/system administration experience on applicable technology (industry certifications such as MCSE, RHCT preferred), high ethical standards, programming/scripting skills, knowledge of security best practices, knowledge and ability to use analytical, problem-solving and organizational skills, ability to work creatively and independently, ability to communicate effectively both orally and in writing, attention to detail, good organizational and documentation skills, team orientation and a strong commitment to delivering high quality customer service, good working knowledge of and experience with Tier1 enterprise hardware (eg. IBM, DELL, EMC, NETAPP) and software, experience with Enterprise backup software and recovery products, experience in multiple computer platforms (i.e. Windows, Mac, Novell, Unix) and networking, an understanding of database administration on SQLServer/Oracle/mySQL, experience with SAN and Storage Technology, experience with SharePoint, ILM/FIM, Peoplesoft and other Enterprise applications, experience with Virtualization technologies such as VMware, experience with Directory Services such as Active Directory, LDAP, OID, eDirectory, demonstrated expertise with enterprise systems optimization and performance tuning, experience with project planning & implementation processes and execution. Higher Education experience a plus.

TICKET TAKER: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Ticket Takers are stationed at the entrances for guests to enter the arena. Responsibilities include checking for counterfeit tickets, correct event time and date, etc.

TRAFFIC CONTROL: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Traffic Control personnel are assigned positions in the street around the facility to direct traffic for in-flow and out-flow.

TRANSCRIBER: Ability to transcribe from recordings using transcriber's own equipment. MS Word format.

USHER: Must be 18 years of age or older and available to work odd shifts and fluctuating hours as required for special events. Ushers are assigned to a specific area. Duties include checking tickets, assisting guests in locating their seats and keeping aisles clear. Ushers are used to control the smoking areas and ensure that only guests with tickets are allowed onto the concourse. All part-time event staff will serve as Alcohol Awareness Staff.

WORD PROCESSOR: Minimum of 55 WPM, Excellent grammar, spelling and punctuation skills. Ability to type handwritten notes from department staff. Proficient in MS Word or WordPerfect. Must possess knowledge of basic office equipment such as copy machine and fax machine.

OFFICE ASSISTANT: Office Assistant I - is the entry-level class of this office support series. Initially under close supervision, incumbents learn office and departmental procedures. As experience is gained, there is greater independence of action within established guidelines. This class is alternately staffed with Office Assistant II and incumbents may advance to the higher level after gaining experience and demonstrating proficiency, which meet the qualifications for the higher-level class.

Office Assistant II - is the journey level class of this series, fully competent to independently perform a variety of responsible office support duties. Specific duties, including the amount of typing, word processing, use of computers and contact with the public will vary with the organizational unit to which assigned. This class is distinguished from Senior Office Assistant in that the latter assigns, directs and reviews the work of a small office support staff. This class is also distinguished from Office Specialist in that the latter performs the most difficult, technical, complex and/or specialized office support duties, which require an additional definable requirement of technical knowledge and skill.

OFFICE SPECIALIST: Performs difficult, complex technical and/or specialized office support work, which requires the exercise of independent judgment, the application of technical skills and a knowledge of detailed or specialized activities related to the department to which assigned. Uses a computer to develop and manage databases and/or spreadsheet files and to develop special report formats. Researches and assembles information from a variety of sources for the completion of forms or the preparation of reports; makes arithmetic or statistical calculations. Conducts specific projects related to the department or office to which assigned; may obtain and/or provide information from other organizations, summarize such information and prepare recommendations. Provides information to the public or to staff that requires the use of judgment and the interpretation of policies, rules or procedures. Arranges meetings by notifying attendees, reserving rooms and making lodging and/or meal arrangements. Organizes, maintains and purges various departmental files. Prepares and types correspondence, reports, forms, contracts and specialized documents from drafts, notes, dictated tapes, or brief instructions, using a typewriter, word processor or computer; may provide secretarial support on a relief basis. Proofreads and checks typed and other materials for accuracy, completeness, and compliance with departmental policies and regulations. Enters and retrieves data and prepares reports using a computer; reviews such reports for accuracy and makes corrections as required; operates standard office equipment. Oversees and personally performs a variety of office administrative details such as entering employee time, preparing purchase requisitions, arranging for

the repair of equipment, transmitting information, and keeping reference materials up to date. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Acts as receptionist and receives and screens visitors and telephone calls and directs the caller to the proper person or personally handles the call; provides information which requires the use of judgment and interpretation of policies, rules and procedures. May train others in work procedures or direct the work of others on a project or relief basis. May perform technical support work related to the department to which assigned. May perform drafting duties. May perform payroll coordination duties for a specific unit, including entering employee time into a computer, retrieving data and compiling reports, instructing employees on time sheet procedures, and answering and researching payroll discrepancies. May be required to operate a motor vehicle.

RECORDS TECHNICIAN: Provides record imaging services; act as a contact point for all document imaging software applications and issues, including scanning, control and retrieval. Answer telephones; respond to inquiries from staff and the general public regarding official documents, search for and provide information and copies of official documents; solve routine problems associated with locating records and documents. Validates requests for official documents in conformance with established departmental procedures, policy and applicable laws, codes and regulations. Documents and logs official records. Scans current and archived documents; performs image manipulation as required by the limits of the imaging system. Maintains document storage databases using specialized imaging software applications and equipment. Applies indexing and retrieval terminology according to established parameters. Input data and data elements and verify accuracy of data entry according to procedures. Prepares documents for scanning and microfilming, requires lifting and moving documents from one location to another. Make correct settings and calibrations of equipment to ensure highest possible image quality. Reproduces documents back to original size, utilizing various printer hardware and software. May complete cash transactions with customers for requested documents; prints receipts, and balances a cash drawer each day. Cleans and maintains all imaging and microfilm equipment. Uses a computer to enter various data. May work with confidential documents. May enter related data and develop and manage databases and/or spreadsheet files and report formats. Researches and assembles information from a variety of sources for the completion of forms or the preparation of reports regarding the records process. Organizes, maintains and purges various departmental files; develops indexing systems; photocopies and microfilms information as required. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses standard office equipment, including a computer and microfilm and microfiche equipment, in the course of the work. May train others in work procedures or direct the work of others on a project or relief basis. Participates in the destruction of documents per department procedure.

PROGRAMMER ANALYST:

Gathers and analyzes information regarding customer systems and requirements and develops or modifies automated systems to fulfill these needs. Conducts feasibility studies and develops system, time, equipment and cost requirements. Using computer generated techniques, simulates hardware and software problems, tests and evaluates alternative solutions, and recommends and implements appropriate applications design. Develops program logic and processing steps; codes programs in varied languages. Plans and develops test data to validate new or modified programs; designs input and output forms and documents. Troubleshoots software problems as needed, for customers, other agencies and information systems personnel. Writes program documentation, customer procedures and instructions; assists customer departments and staff in implementing new or modified programs and applications; tracks and evaluates project and systems progress. Writes utility programs to support and validate adopted systems and programs. Confers with user department staff regarding assigned functional program areas. Maintains records and prepares periodic and special reports of work performed. Maintains current knowledge of technology and new computer customer applications. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses standard office

equipment in the course of the work; may drive a personal or County motor vehicle or be able to provide for appropriate transportation between various work sites, depending upon departments and/or projects assigned.

SR. PROGRAMMER ANALYST

Provides lead direction, training and work review to a programming project team; organized and assigns work, sets priorities, and follows-up and controls project status to ensure coordination and completion of assigned work. Provides input into selection, evaluation, disciplinary and other personnel matters. Gathers and analyzes information regarding customer systems and requirements and develops or modifies automated systems to fulfill these needs. Conducts feasibility studies and develops system, time, equipment and cost requirements. Using computer generated techniques, simulates hardware and software problems, tests and evaluates alternative solutions, and recommends and implements appropriate applications design. Develops program logic and processing steps; codes programs in varied languages. Plans and develops test data to validate new or modified programs; designs input and output forms and documents. Troubleshoots hardware and software problems, as needed, for customers, other agencies and information systems personnel. Writes program documentation and customer procedures and instructions and assists user departments and staff in implementing new or modified programs and applications; tracks and evaluates project and systems progress. Writes utility programs to support and validate adopted systems and programs. Confers with customer department staff regarding assigned functional program areas. Maintains records and prepares periodic and special reports of work performed. Maintains current knowledge of technology and new computer customer applications. Contributes to the efficiency and effectiveness of the unit's service to its customers by offering suggestions and directing or participating as an active member of a work team. Uses standard office equipment in the course of the work; may drive a personal or County motor vehicle or be able to arrange for appropriate transportation in order to travel between various job sites depending upon departments and/or projects assigned.

NETWORK ANALYST:

Duties include meeting with county and other governmental agencies to determine requirements for new or upgraded networks. Creates project plans for all network projects. Configures and tests procedures and equipment for network projects. Communicates status of projects to management and customers. Researches and evaluates network equipment, estimates costs, and makes recommendations for vendor selection. Conducts facility inspections to ensure adequate environmental needs and controls for network equipment. Creates and maintains logical, physical and protocol maps, electronic and hard copy backups of all equipment configuration parameters, and network documentation standards and procedures. Coordinates network services, technical and maintenance support with outside service providers. Manages the network using automated systems to identify trouble spots and to remotely view and administer routers, servers, and other network equipment. Fields trouble calls from customers that relate to network problems; travels to other locations to install and/or repair equipment and resolve network problems. Trains and coordinates with technical support staff and help desk staff in network troubleshooting procedures. Provides additional level of support in the area of Novell and NT operating systems. Tracks the assignment of TCP/IP networks and individual addresses using certificate system and domain name database. Performs periodic maintenance on production network equipment and software. Consults with departments and provides technical expertise regarding future network requirements. Projects short and long term requirements for the network based on current utilization and trends. Develops strategic plans to leverage emerging network technology to support future county network needs. May drive a motor vehicle or be capable of arranging for appropriate transportation to and from various work sites and to respond to emergencies.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

<u>Position</u>	<u>Hourly Rate Charged</u>
Professional Accountant:	\$
Accounts Payable/General Accounting/Payroll Assistant:	\$
Bartender:	\$
Booksellers/Cashiers	\$
Food Server:	\$
Cashier	\$
Computer Technician:	\$
Concession Cashier:	\$
Concession Runner:	\$
Concession Service Prep (Stand Worker):	\$
Concession Stand Leader:	\$
Construction - Unskilled Labor	\$
Custodial Workers:	\$
DataBase Administrator	\$
Data Entry Clerk:	\$
Dental Office - Front Desk	\$
Dental Office - Back Office	\$

Dentist	\$
Dishwasher:	\$
Executive Assistant	\$
File Clerk:	\$
General Labor:	\$
Kitchen Worker:	\$
Landscapers and Grounds Maintenance	\$
Line Cook:	\$
Loader:	\$
Medical Office Assistant	\$
Mover	\$
Network Engineer	\$
Parking Attendant:	\$
Parking Cashiers:	\$
Pre/Post Clean Up:	\$
Receptionist:	\$
Runners:	\$
Secretary:	\$
Security Staff:	\$

Special Usher:	\$
Stagehand Specialties (Carpenter):	\$
Stagehand Specialties (Lighting Technician):	\$
Stagehand Specialties (Audio Technician):	\$
Stagehand Specialties (Video Technician):	\$
Stagehand Specialties (Spot Light Operator):	\$
Stagehand Specialties (Loader):	\$
Stagehand Specialties (Wardrobe Assistant):	\$
Stagehand Specialties (General Stagehand):	\$
Systems Administrator	\$
Ticket Taker:	\$
Traffic Control:	\$
Transcriber:	\$
Usher:	\$
Word Processor:	\$
Office Assistant I:	\$
Office Assistant II:	\$
Office Specialist:	\$
Records Technician:	\$

Programmer Analyst:	\$
Programmer Analyst:	\$
Sr. Programmer Analyst:	\$
Network Analyst:	\$

Provide Position Title, Hourly Rate, and Job Descriptions of other standard positions that you offer.

<u>Position</u>	<u>Hourly Rate Charged</u>
	\$
	\$
	\$
	\$
	\$
	\$

Please indicate if there are any additional charges associated with background checks or other services. Provide a description of the service and the associated fee. Attach a separate sheet if necessary. Any and all fees must be provided. **UNLV or Requesting Agency will not pay for any undisclosed fees in this Contract.**

Description of Service Provided

Fee

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____



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 INSD	SUBR 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 ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>						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 CLAIMS-MADE DED RETENTION \$						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 OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY <input type="checkbox"/> PROJECT SPECIFIC (IF APPLICABLE)						

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

CERTIFICATE HOLDER

CANCELLATION

BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

UNLV | PURCHASING & CONTRACTS

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

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

This Contract #_____ (“**Contract**”) is made effective as of the date last signed below by any authorized signatory (the “**Effective Date**”) by and between the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas, (INSERT DEPARTMENT NAME), (“**UNLV**”) and (INSERT NAME OF COMPANY), a (INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY) (“**Contractor**”), and is based on the following facts:

RECITALS

UNLV requires a contractor that can _____ [INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES].

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

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

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

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

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

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

B. RENEWAL TERM

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

C. CONTRACT EXTENSION

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

**ARTICLE II
SCOPE OF CONTRACT**

Contractor shall provide the services as further described in Exhibit A, (the “**Services**” which shall include any applicable Deliverable(s)).

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

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

**ARTICLE III
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be **X per year, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Pricing is provided in Exhibit B.**

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

In the event that UNLV requests additional services from Contractor during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Contractor and UNLV, but in no case will payments for such additional services be made until such services are performed and accepted by UNLV. Any such payments and any such payment schedules shall be as negotiated between UNLV and Contractor prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract, unless there is a change in Minimum Wage Requirements or other law which may affect Contractor's pay rates. Any other price increases may only be requested annually at time of Contract Renewal. In the event Contractor would like to request a price increase the following procedures apply.

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

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

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

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

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

B. DEFAULT BY UNLV

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

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
 - Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability –
 - Must be on a per occurrence basis.
 - Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit ("**CSL**") of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
 - 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
 - 4) Crime Insurance – Contractor shall purchase crime insurance when handling Owner's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.
 - 5) Professional Liability – If applicable, Contractor is required to have Professional Liability in the amount of \$1,000,000 per occurrence and \$3,000,000 in annual aggregate. Professional Liability is required for Contractors providing professional positions such as Accountant, Dentist, etc.
 - Retroactive date must be prior to commencement of the performance of this contract.
 - The discovery period is to be three (3) years after termination of contract. A thirty six month (36) Supplemental Extended Reporting Period must be endorsed to the insurance policy.
 - 6) Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security. Cyber Liability insurance will be required for Contractors providing positions such as Computer Technician, Database Administrator,

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Systems Administrator, Programmer, Network Analyst, and other information technology related positions.

- 7) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 8) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 9) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 10) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days’ prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract’s requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor’s insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -
 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.

11) Provide Evidence of Insurance Requirements

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

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

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

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

C. INDEMNIFICATION

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

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

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

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

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

G. GOVERNING LAW

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

H. HEADINGS AND INTERPRETATION

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

I. INDEPENDENT CONTRACTOR

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

J. MODIFICATION

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

K. NOTICES

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

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

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

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

M. TAXES, LICENSES AND PERMITS

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

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

N. TERMINATION FOR CONVENIENCE

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

O. SEVERABILITY

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

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

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

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

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

3) Definitions:

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

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

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

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

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

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

S. JOINDER

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

T. AUDIT

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

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

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

V. SUSTAINABILITY

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

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

(TYPE IN THE NAME OF THE CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)

Date

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

APPROVED:

BY: _____

Gerry J. Bomotti, Senior Vice President for Finance and Business

Date