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

REQUEST FOR PROPOSAL 678-BC FOR REMOVAL AND INSTALLATION
OF RADIO FREQUENCY TRANSCEIVERS AND MONITORING SERVICES

RELEASE DATE: July 31, 2016
LAST DAY FOR QUESTIONS: August 16, 2016
LAST DAY FOR ADDENDA: August 19, 2016
OPENING DATE, TIME and LOCATION: September 1, 2016 at 2:00 p.m. (Pacific 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 Excel (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:

Brandy Candelaria
Assistant Director
Brandy.candelaria@unlv.edu
Phone: (702) 895-0969
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

In the course of normal operations and maintenance, the University of Nevada, Las Vegas (UNLV) invites interested parties to submit a proposal for removal of existing phone dialers on all of UNLV’s (Facilities Management (includes Shadow Lane Campus), Athletics, and Campus Life) fire alarm panels and sprinkler dialers and replacing them with AES 7788F Radio frequency transceivers. After installation is complete, Contractor will perform monitoring services for all the fire alarm accounts at UNLV (see Attachment A for details).

Number of Facilities Management Panels: 70
Number of Athletic Panels: 6
Number of Campus Life Panels: 15

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.

RESPONSE FORM

Proposer form submitted in Section E defining any pricing and/or any applicable royalty fees.

GENERAL TERMS

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

MINIMUM CONTRACT TERMS

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

UNLV

University of Nevada, Las Vegas

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

“Company” 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 forty (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.

   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:

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   **Total Possible Points** 200

1. **Experience and Qualifications** 10 Points

   a) Provide a brief description of the firm: history of the firm, years in business, etc.

   b) Describe the general experience and expertise your firm has had with similar work at a University (or similarly sized facilities), as described in Section D Scope of Work.

   c) 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.

   d) 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.
e) Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?

f) 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.

2. System Requirements  25 Points

a) Describe if the fire alarm system for which you are submitting a proposal is the AES 7788F two-way radio frequency multiplex communication devices. If the specifications of the item you are proposing are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number and provide a copy of the specifications. Also provide a detailed description of any known differences or compatibility issues.

b) Also describe if the fire alarm system meets all requirements of NFPA 72 and Nevada State Fire Marshal guidelines and state that the product meets or exceeds the scope of work Section D.

3. Installation Methodology and Completing Work on Schedule  35 Points

a) Describe installation approach for successful completion by deadline of November 15, 2016. Include the scope of the Proposer’s installation of the system and how Proposer will approach each installation to assure its’ success. Provide a timeline with milestone dates.

b) Describe which party owns the newly installed equipment. Who is responsible for maintenance, parts and continued quality of signalization?

c) Describe training of applicable local staff personnel on the use of any software and/or hardware used for the systems.

d) Describe the system maintenance and quality program.

4. Reliability and Coverage  35 Points

a) Provide statistical reliability of mesh-net radio network over previous three years and how updates are processed.

b) Provide number of receivers and include a coverage/location map of all receivers.

5. Monitoring Service  35 Points

a) Ensure there is alarm monitoring coverage for each building during the equipment transition period.

b) Describe the monitoring service per month and explain how the service meets or exceeds the requirements of Scope of Work Section D.
6. Cost Proposal (In separate sealed envelope) 60 Points
   
a) Proposers must complete Section E, Pricing Response Form. The completed form must be submitted in a separate sealed envelope.

b) List any additional supplies or services that the Proposer can provide but are not listed in Section E.

c) Do not include any information regarding cost in Proposer’s technical proposal. All information related to cost must be separate and submitted per the instructions above.

d) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposer’s Cost 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

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 5 (five) year(s) ("Initial Term" or "Term"). Upon mutual written agreement of both parties, the contract may be extended for an additional five (5) one 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**

   If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, 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 be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

    Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

    The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the
equipment or supplies at destination or from the date the correct invoice is received by 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 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

The scope of work for this project is to remove existing phone dialers on all of UNLV’s (Facilities Management, Shadow Lane, Athletics, and Campus Life) fire alarm panels and sprinkler dialers and replace them with AES 7788F Radio frequency transceivers. After installation is complete, Contractor will perform monitoring services for all the fire alarm accounts at UNLV. UNLV is a State of Nevada entity and as such is not held to County or City Fire regulations/requirements. The Authority Having Jurisdiction (AHJ) for UNLV is the Nevada State Fire Marshal.

It is the Intent to Award a Contract no later than October 1, 2016 and the replacement, installation and testing of the new system has a deadline of November 15, 2016.

Installation

1. Contractor to provide and install AES 7788F two-way radio frequency multiplex communication devices that meet all requirements of NFPA 72 and Nevada State Fire Marshal guidelines.

   Number of Facilities Management Panels: 70*
   Number of Athletic Panels: 6*
   Number of Campus Life Panels: 15*

* Please note the actual number of panels needing an AES dialer may vary. In addition, UNLV desires to add on additional equipment/panels and monitoring services on an as needed basis at the current year contract pricing.

2. Devices and the vendor’s network will be a self-forming, self-healing and scalable AES mesh network.

3. Contractor to provide all stamped drawings, tools, materials, and programming necessary to install and test communicators.

4. Contractor will be responsible for removal of all existing equipment as needed to install new transceivers. Equipment removed will be left with UNLV Facilities Management.

5. The Contractor will be responsible for fire watches in the event they are needed (in accordance with state code and/or the State of Nevada Fire Marshal's Office).

6. Addressable fire panels should be equipped with and programed for a communicator capable of transmitting point by point information.

7. Contractor will test all communicators after installation and programming is complete. An alarm, trouble, flow, supervisory and restoral signals must be sent and received at the central monitoring station. Contractor will provide UNLV with a report verifying all test signals were sent and received correctly.

8. Contractor will install a professional label on newly installed communicator containing the following information:
   
   a. The panel/system’s new account number
   b. UNLV’s customer id number (if applicable)
   c. The central monitoring station’s phone number
9. The existing AES network should have a minimum of 500 AES transceivers already up and running (not counting the newly installed UNLV transceivers). In addition, the network strongly desires a minimum of 3 IP links strategically placed throughout the Las Vegas area all of which are on different internet service providers and powered from different substations.

10. Representatives from both UNLV and the Contractor must be present for a final inspection job walk. The final invoice will not be accepted until both parties agree the job has been completed and is functioning in a satisfactory fashion and final approval from the Nevada State Fire Marshal has been received.

Monitoring

1. Contractor should provide 24 hour monitoring per day per week, including holidays, of all buildings/systems equipped with AES 7788F communicators as per NFPA 72 and State Fire Marshal's requirements.

2. Contractor’s monitoring center must be backed up/mirrored by at least one remote monitoring center that is fed from a different power grid, phone system and internet service provider. Backup center must be capable of mirroring primary center and instantaneously taking over as primary.

3. Contractor’s monitoring center must be properly staffed and capable of answering incoming phone calls within 3 rings by a live operator 24 hours a day 365 days a week.

4. Upon calling the monitoring center, Contractor will be able to refer to UNLV buildings by name or account number.

5. Contractor should provide a web-based, real time portal for UNLV personnel to access and view all signals being sent/received. The portal shall be accessible by both Windows and Mac based operating systems as well as Android and iOS.

6. Contractor should provide full printouts/PDFs of all signals received when a system is tested.

7. Contractor’s monitoring center must be capable of sending automated emails, SMS/text messages, automated voice notifications and live phone calls. All automated means of communication must contain the following information: Building’s name and account number, signal received, time signal received and if addressable...device initiating signal.

8. UNLV will furnish Contractor with a list of contacts and the mode in which to notify them in the event of an alarm, water flow, supervisory or restoral signal. This list may differ depending on the building, time of day and or day of the week. Further, UNLV can and will modify the contact lists as needed.

10. Contractor should send group text message alerts for signals received for fire alarm, water flow, supervisory, and restoral signals to a group of contacts provided by Facilities. *UNLV will change/modify contact list as needed.

11. Contractor should send emails for trouble signals received if not restored within 30 minutes to a group of contacts to be set by UNLV. UNLV will change/modify contact list as needed.

12. Reports: Contractor should provide reports of all alarm responses as requested by UNLV, but not limited to, the alarm time, the service provider's agent, who the agent talked to, the time the
contact was made with UNLV, and the information dispatched. Archive history/reports/logs for period of at least five years.

**Repairs and Maintenance, Equipment Failure**

1. The Contractor’s system/equipment shall be maintained by the Contractor. Any repairs or replacements of the equipment, including batteries, shall be the Contractor’s responsibility for the term of the contract. In addition, the Contractor will maintain a reasonable stock of parts to ensure UNLV fire alarm systems remain operational.

2. The Contractor must be able to respond (be on the campus) within two (2) hours with a minimum of one (1) qualified technician for a failed system component or after receipt of notification request from UNLV. The Contractor shall maintain a 24-hour phone number for emergencies.

**General instructions to be followed by all Contractors and Subcontractors:**

1. It is the Contractor’s responsibility to provide all tools and equipment needed to perform the job outlined in the scope below.

2. It is the Contractor’s responsibility to equip all company vehicles with parking passes. UNLV Facilities Management will not be responsible for any parking tickets.

3. It is the Contractor’s responsibility to ensure the job site is left clean and orderly at all times to include the end of each workday.

4. It is the Contractor’s responsibility to provide all break facilities and maintain them in a clean and professional manner.

5. The Contractor is responsible for permitting Contractor’s drawings. If architectural/electrical changes are required, UNLV will obtain permits on a B project or work under the annual permit.

6. It is the Contractor’s responsibility to call the official agency that has jurisdiction over the work being performed for all necessary inspections required. The Contractor will furnish UNLV’s Facilities Management with a copy of all inspection reports in a timely manner.

7. The Contractor will have a Superintendent capable of making decisions for the company onsite at all times when work is being conducted capable of verbal communication with the project coordinator.
SECTION E
PRICING RESPONSE FORM

In your proposal, please present the line item costs on the attached Section E Excel Pricing Response Form. UNLV desires costs for monthly leasing of equipment and of monitoring of the equipment. Also include a price for purchasing and owning the equipment with the monitoring of the system on a monthly basis.

Each line item and category should be all inclusive of equipment, parts, repair, maintenance and freight to perform the services. If there are any additional costs associated with maintaining the equipment include them on the Excel Pricing Response Form. Any additional equipment and services will be at the current contract year pricing at the time of the installation.

Proposer should list any charges not listed on the attached Excel Pricing Response Form at the time of submission. If not stated, any additional charges will be at no charge.
## EXHIBIT A
### SAMPLE CERTIFICATE OF INSURANCE

**CERTIFICATE OF LIABILITY INSURANCE**

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 coverages 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 as to this certificate does not confer rights to the certificate holder in lieu of such endorsement.

### PRODUCER
- **Name:**
- **Address:**

### INSURED
- **Name:**
- **Address:**

### INSURER A
- **Name:**
- **Address:**

### INSURER B
- **Name:**
- **Address:**

### INSURER C
- **Name:**
- **Address:**

### INSURER D
- **Name:**
- **Address:**

### COVERAGE

<table>
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<tr>
<th>TYPE OF INSURANCE</th>
<th>LIABILITY</th>
<th>DESCRIPTION</th>
<th>DESCRIPTION</th>
<th>LIMIT</th>
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<td>Professional Liability</td>
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<td>Broad Form General Liability</td>
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**EXHIBIT B**

**CERTIFICATE OF INSURANCE**

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 prior claims.

### INSURED
- **Name:**
- **Address:**

### INSURER A
- **Name:**
- **Address:**

### INSURER B
- **Name:**
- **Address:**

### INSURER C
- **Name:**
- **Address:**

### INSURER D
- **Name:**
- **Address:**

### COVERAGE

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</table>

**CERTIFICATE HOLDER**

**CANCELLATION**

- **Certificate Date:**
- **Certificate Expiration Date:**

- **Certificate Holder:**
  - **Name:**
  - **Address:**

- **Authorized Representative:**
  - **Name:**
  - **Address:**

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

CONTRACT TO PROVIDE REMOVAL AND INSTALLATION OF RADIO FREQUENCY
TRANSCEIVERS AND MONITORING SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

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, Facilities Department (“UNLV”) and ______________________ (“Contractor”), and is based on the following facts:

RECITALS

UNLV requires a Contractor that can remove and install radio frequency transceivers and monitoring services.

On ____________, 20___, UNLV issued its Request for Proposal No. _____ (the “RFP”) seeking proposals from qualified Contractors to provide ________ services in connection with the _______.

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

On ________________, 20___, UNLV selected Contractor’s Best and Final Offer as the one best suiting its needs.

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

AGREEMENT

ARTICLE I
TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for five (5) years, unless otherwise terminated in accordance with this Contract (“Initial Term” or “Term”).

B. RENEWAL TERM

Upon mutual written agreement, this Contract may be renewed for five (5) additional one (1) year terms (“Renewal Term(s)” or “Term(s)”).
C. CONTRACT EXTENSION

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

ARTICLE II
SCOPE OF CONTRACT

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

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor’s Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (including all modifications, but not including any legal terms and conditions), 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 __________, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder.

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

In the event that 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. In the event Contractor would like to request a price increase the following procedures apply.

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

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

All products/Deliverable(s) shall be shipped FOB destination. Contractor is responsible for all shipping costs.

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) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”

5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional 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.

6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed $5,000 per occurrence, unless
otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

7) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:
- Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect 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 RFP 678-BC

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. JOINER

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

T. AUDIT

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

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

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

V. SUSTAINABILITY

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

b) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

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

APPROVED:

BY:

(TYPE IN NAME OF APPROVER) Date

TO BE USED IF CONTRACT IS TO BE APPROVED BY SHARRIE

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

RECOMMENDED:

BY:

(TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT) Date

AUTHORIZED TO SIGN [ADD ONLY IF SHARRIE NEEDS A RECOMMENDER]

APPROVED:

BY:

Sharrie Mayden, C.P.M., Director of Purchasing and Contracts Date

TO BE USED IF CONTRACT IS TO BE APPROVED BY GERRY

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

RECOMMENDED:

BY:

(TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT) Date

AUTHORIZED TO SIGN [ADD ONLY IF GERRY NEEDS A RECOMMENDER]

APPROVED:

BY:

Gerry J. Bomotti, Senior Vice President for Finance and Business Date
TO BE USED IF CONTRACT IS TO BE APPROVED BY CHANCELLOR

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

RECOMMENDED:

BY: ______________________________________________________________________
   TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT AUTHORIZED TO SIGN
   ________________________________ Date

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

-AND/OR

BY: ________________________________ Date
   Diane Z. Chase, Ph.D., Executive Vice President and Provost

BY: ________________________________ Date
   Len Jessup, President

APPROVED AS TO LEGAL FORM:

BY: ________________________________ Date
   Elda Luna Sidhu, General Counsel

APPROVED:

BY: ________________________________ Date
   John V. White, Chancellor
## ATTACHMENT 1
### LIST OF CURRENT UNLV FIRE PANELS

<table>
<thead>
<tr>
<th>Building</th>
<th>Panel Make</th>
<th>Model</th>
<th>Location</th>
<th>Notes</th>
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<td>Riser Room</td>
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<td>WRI</td>
<td>FCI</td>
<td>7200</td>
<td>Electric Room C115</td>
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### Shadow Lane

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<tr>
<th>Building</th>
<th>Panel Make</th>
<th>Model</th>
<th>Location</th>
<th>Notes</th>
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<tbody>
<tr>
<td>SLDS A</td>
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<td>E3</td>
<td>102B</td>
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<td>SLDS B</td>
<td>FCI</td>
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<td>104</td>
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<td>SLDS C</td>
<td>Silent Knight</td>
<td>5820XL</td>
<td>100</td>
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<td>SLDS D</td>
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<td>NFW2-100</td>
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### Campus Life

<table>
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<tbody>
<tr>
<td>TON South</td>
<td>Cerberus</td>
<td>1/SXL-DF</td>
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<td>TON North</td>
<td>Notifier</td>
<td>NFS-3030</td>
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<tr>
<td>BookStore</td>
<td>Silent Knight</td>
<td>5280XL</td>
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<td>Dining Com</td>
<td>Notifier</td>
<td>NFW2-100</td>
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<tr>
<td>UCC A</td>
<td>Silent Knight</td>
<td>SK-5208</td>
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<td>SAM</td>
<td>Silent Knight</td>
<td>5808</td>
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<tr>
<td>Dayton</td>
<td>FCI</td>
<td>7100</td>
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<td>South Serv</td>
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### Athletics

<table>
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<tr>
<td>LAC</td>
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<td>IRC3</td>
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<td>Siemens</td>
<td>MXL-IQ</td>
<td>entrance to elevators</td>
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<td>Baseball Stadium</td>
<td>DACT</td>
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<tr>
<td>Baseball Clubhouse</td>
<td>Notifier</td>
<td>NFW-50</td>
<td>Riser Room</td>
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<tr>
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<td>EST</td>
<td>EST-3</td>
<td>Riser Room</td>
<td>*use same dialer</td>
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<tr>
<td>TMC</td>
<td>Simplex</td>
<td>4100es</td>
<td>lobby</td>
<td>*use same dialer</td>
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<tr>
<td>Cox Pavillion</td>
<td>Simplex</td>
<td>4100</td>
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<td>*use same dialer</td>
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<tr>
<td>Sam Boyd Stadium</td>
<td>EST</td>
<td>EST-3</td>
<td>Break room in mezzanine</td>
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