



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

**REQUEST FOR PROPOSAL 571-DC  
FOR FURNISHING COMPRESSED & LIQUID GASES**

**RELEASE DATE:** Thursday, January 24, 2013

**LAST DAY FOR QUESTIONS:** Thursday, January 31, 2013 at 5:00pm local time

**LAST DAY FOR ADDENDA :** Tuesday, February 5, 2013 at 5:00pm local time

**OPENING DATE, TIME and LOCATION:** Tuesday, February 12, 2012 at 3:00pm 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, **four (4) copies** and one (1) electronic copy on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above (“Proposal(s)”). **All Proposals must be received on or before the above opening 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:

**Donna B. Cruzado, Purchasing Analyst**  
**[donna.cruzado@unlv.edu](mailto:donna.cruzado@unlv.edu)**  
**Phone: (702) 895-0968**  
**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](mailto:Supplier.Registration@unlv.edu).**

**TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
SECTION A: Introduction	3
SECTION B: Submission Instructions	5
SECTION C: General Terms and Conditions	11
SECTION D: Scope of Work/Specifications	17
SECTION E: Pricing/Royalty Fee Response Form	20
SECTION F: RFP Response Form	
SECTION G: List of Subcontractors/Tier 2 Suppliers	
EXHIBIT A: Sample Certificate of Insurance	
EXHIBIT B: Minimum Contract Terms	

**SECTION A**  
**INTRODUCTION**

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for Furnishing Compressed and Liquid Gases. UNLV aims to establish an alliance with a Contractor(s) to accomplish the following goals: reduce the cost of product; improve control and tracking over the number of gas cylinders on campus; heighten awareness concerning safety issues; and improve the overall quality and consistency of products and services for end users.

Gases vary from simple maintenance gases to high purity certified formula gases. UNLV owns over two hundred cylinders and dewars. Contractor will be required to refill University owned cylinders and dewars, and when necessary, supply gases in Contractor owned cylinders and dewars. Gases are purchased by and stored at each user department on campus. The departments pay a monthly demurrage fee for all Contractor owned cylinders and dewars in their possession.

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.

**ROYALTY OR PRICING  
RESPONSE FORM**

Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").

**GENERAL TERMS  
AND CONDITIONS**

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

**MINIMUM CONTRACT TERMS**

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

**UNLV**

University of Nevada, Las Vegas

**NSHE**

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

**BOARD OF REGENTS**

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

**COMPANY(IES)**

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

**SECTION B**  
**SUBMISSION INSTRUCTIONS**

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

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **30** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

## UNLV RFP 571-DC

- 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.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

## 2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

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

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
1. Experience, Reliability and Expertise	20
2. Operating Approach/Method of Performance	40
3. Pricing & Cost Considerations	40
<b>Total Possible Points</b>	<b>100</b>

**1. EXPERIENCE, RELIABILITY AND EXPERTISE 20 Points Possible**

The experience and reliability of the Proposer's organization, as well as the expertise of proposed personnel, will be considered in the evaluation process. Therefore, the Proposer is advised to submit any information which documents successful and reliable experience in past performances which are considered identical or similar to the requirements of this RFP. The Proposer is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the Proposer's experience and reliability.

The Proposer should:

- a) Provide a brief narrative describing your company and its history. Include how long your company has been in the business of providing liquid and compressed gases and other relevant services, volume of clients, number of employees, the ownership and if the company has ever filed bankruptcy, been in default, or if there are any pending liens, claims or lawsuits against it. If applicable, provide information on the Proposer's parent company or corporate office.
- b) Provide an organizational chart indicating lines of authority for the dedicated Customer Service Team to be assigned to UNLV and the relationships of staff to other programs or functions of the Company. This chart must also show lines of authority to the next senior level of Management.
- c) Identify and describe your experience in providing liquid and compressed gases and other related services with emphasis on your experience with public and/or higher education institutions and entities within Clark County, Nevada. Give at least three (3) specific examples of prior projects of similar scope and nature.
- d) Discuss the overall quality of services, technical expertise, capabilities, and performance record. Provide a brief narrative of experience with high volume accounts and ability to provide the services requested.

- e) Describe any employee training programs or certifications that will continue for the duration of the agreement to insure employees perform their jobs with the highest standards of efficiency. Vendors are required to comply with all OSHA, EPA, ADA, HIPAA and all other relevant state and federal standards, codes and regulations.
- f) Describe if Company has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Proposers non-performance or poor performance or if the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer; or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Proposers position on the matter. UNLV will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.
- g) The Proposer should provide three (3) client references that are public and/or higher education institutions similar in size and scope to UNLV and for which requirements are similar to those specified herein. Current clients within Clark County, NV are preferred. **DO NOT INCLUDE UNLV AS A REFERENCE.** The information provided should, as a minimum, include:

Name and location of institution  
Name and title of contact at institution  
Telephone number of contact  
E-mail address of contact

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

**2. OPERATING APPROACH/METHOD OF PERFORMANCE 40 Points Possible**

Proposals will be evaluated based on the Proposer's distinctive plan for performing the requirements of the Scope of Services. Therefore, it is extremely important that the Proposer present a detailed written narrative which demonstrates the method or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

The Proposer should:

- a) Explain how you propose to manage this Contract if it were awarded to you. Describe the types of services that would be provided as it pertains to each section of the minimum service requirements stated in Section D, Scope of Work/Specifications.
- b) Discuss in detail your plan for implementation of the Contract to include communication with the UNLV campus regarding the new Contract. Specify the number of days necessary for full implementation and describe how it will be executed.
- c) Describe the Customer Service Team who will be dedicated to working with UNLV orders. What will be each team members' responsibilities? Describe your commitment and approach to customer service for UNLV and our customers which include students, employees, vendors, etc.
- d) Describe your proposed ordering and delivery process. How will emergency orders be handled?



- e) Describe the facilities, including locations, size, number of vehicles/trucks, drivers, etc., that will be utilized to meet the need of this Contract.
- f) Describe your capability to provide tanks and handle bulk orders of liquid nitrogen and microbulk argon.
- g) Describe your proposed inventory control system.
- h) Provide details on Proposer's quality assurance program.
- i) Discuss the information and support that would be required from UNLV.
- j) Identify any subcontractors or affiliates which would be used during the term of this agreement and describe their roles. Provide names, addresses and contact information.
- k) Describe your backup program for relationships with other manufacturers or suppliers to obtain product in the event that shortages occur for any reason with their current manufacturer or supplier.
- l) Describe in detail the type of reports your company can provide.
- m) Provide details on how your company can support our initiative to provide sustainable products and services. Describe your company's initiatives to promote sustainability within your company and customers.
- n) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposers operating approach/method of performance.

**3. PRICING AND COST CONSIDERATIONS**

**40 Points Possible**

- a) Proposers must provide their pricing per Section F, Pricing Response Form. The completed form must be submitted in a separate sealed envelope. **Proposers must submit one original and one electronic copy on CD or flash drive, of their Pricing Proposal.**
- b) Proposer must take into consideration that the successful Contractor shall be responsible for all shipping and delivery charges. Proposer must also consider the Contract Administration Fee.
- c) Provide a list of any additional supplies or services that the Proposer can provide but are not listed in Section F.
- d) Proposer shall submit their main catalog which shows the current manufacturer's list price. Supplemental catalog(s) are acceptable in addition to the main catalog.
- e) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposer's Pricing 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.

4. **WITHDRAWAL OF PROPOSAL**

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

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be two (2) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional three (3) 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 will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

## UNLV RFP 571-DC

- 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/ROYALTY RATE- INSERT AS APPLICABLE)**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Proposer must include delivery charges in their price.
- b) Any Proposal submitted with alternate shipping 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, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a Contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved Company knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by

## UNLV RFP 571-DC

the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV. 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 which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- (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 Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.



**SECTION D**  
**SCOPE OF WORK/SPECIFICATIONS**

UNLV's minimum service requirements are as follows:

**1. CUSTOMER SERVICE TEAM**

Contractor shall provide a dedicated Customer Service Team who shall be responsible for order processing, product research, processing of return authorizations and credits, and general questions regarding product and services. The team shall be fully trained on any policies or procedures pertaining to the UNLV account and shall be pro-active in informing customers of alternate, less hazardous, less expensive products that can meet their requirements.

**2. ORDERING AND DELIVERY PROCESS**

- a. UNLV reserves the right to place orders in any combination of the following ways: mail, fax, e-mail, or online. **CONTRACTOR SHALL NOT ACCEPT ANY ORDER UNLESS IT INCLUDES AN AUTHORIZED UNIVERSITY PURCHASE ORDER NUMBER (OPEN-END PURCHASE ORDER).** Contractor shall inform the appropriate department when taking an order of the availability of the product. When a department requests a pickup of empty cylinders, Contractor shall inform the department of the pick-up date. When taking an order, Contractor shall routinely ask the department if they have any empty cylinders for pick-up.
- b. Contractor will be responsible for providing and using delivery tickets in addition to any other documents used in their order/delivery process. The delivery ticket must contain any additional information necessary to adequately identify the gases delivered, and cross reference any other documents used by Contractor.
- c. Contractor must have its own delivery truck(s) and dedicated driver(s) who are under contract and work solely for the Contractor. The University requires that an alternate driver be trained and familiar with delivery on campus.
- d. Compressed or liquefied gases are regulated during transport by the Department of Transportation. UNLV does not maintain hazmat endorsed commercial drivers or equipment. Therefore, the Contractor shall be required to deliver all compressed or liquefied gasses to the appropriate UNLV facility and shall not release gasses from their facility to UNLV personnel: **pick-up at the Contractor's loading dock shall not be permitted.**
- e. Deliveries, regardless of location, must be delivered next business day from date of order, inside the user department's location.
- f. In the event that UNLV, at its reasonable discretion deems it necessary to place an "emergency" order, Contractor shall satisfy all such "emergency" orders within a four-hour time period. "Emergency" orders may result from any unusual or unforeseen circumstances including, without limitation, special projects, emergency undertakings, miscommunications, etc. UNLV shall be responsible for monitoring the validity of all such emergency orders and shall use its reasonable discretion to assure that this system is not abused or overused. Contractors shall have the right to bring to the attention of the Director of Purchasing any excesses of this service, which, in its opinion, violates the program's initial intent.
- g. All cylinders shall include bar code and tag slip containing the following information: purchase order number, type of gas, date of delivery and the name of the department. Unless otherwise indicated on the account set-up, all orders shall be delivered to the address indicated on the order. It is the responsibility of the Contractor to ensure accurate delivery. Under no circumstances shall orders be left without proper signature of acceptance on a delivery ticket.

- h. **There is no street access to the Chemistry Building. Delivery trucks must be on designated route as determined by UNLV.**
- i. **UNLV's Central Receiving Department cannot accept deliveries of gas.**
- j. **The Contractor (s) will be required to obtain a Vendor Parking Permit from the University Parking and Transportation Services Office. This permit must be displayed in the truck window and is used as verification of authorization to use campus roadways.** (Anyone requesting access to campus sidewalks for approved paths, must provide acceptable proof of insurance) Parking and Transportation Services is responsible for enforcing parking regulations on the UNLV campus. Special requests can be made directly to that department by calling (702) 895-1300. Permits are **not** required only for delivery trucks at the following locations:
  - \*Receiving dock behind the Herman Westfall Business Services Building
  - \*Reprographics Building
  - \*Receiving at the Thomas & Mack center
  - \*Receiving at Campus Housing
  - \*Receiving at the Shadow Lane Campus and Paradise Campus

### 3. INVENTORY CONTROL

- a. Contractors shall bar code or provide other non-removable, permanent legible system for accurate tracking of every cylinder. Contractor shall clearly tag every cylinder with the department and/or laboratory name, delivery date, purchase order number and type of gas.
- b. Inventory reports should be prepared and submitted to each department on a quarterly basis. Reports must include cylinder type, room and building location, assigned user, department name, and age of cylinder/dewar. Contractor must follow up with accounts to identify cylinders/dewars with delivery dates in excess of 3 months or cylinders/dewars at the end of their safe use life cycle.
- c. UNLV shall not pay any charges for missing cylinders. The UNLV departments shall be responsible for monitoring cylinder inventory along with the Contractor and shall use reasonable discretion to assure that this program is not abused. Contractor shall have the right to bring to the attention of the Director of Purchasing any excesses of this program which, in its opinion, violates the program's policy.
- d. Any customer owned cylinder or dewar not returned to the University sixty (60) days after it was received or picked up by the Contractor will be considered lost and will be replaced by Contractor at no charge.
- e. Thirty (30) days before the contract expiration or termination, all customer owned cylinders shall be returned to their rightful owners. The Contractor is responsible for cylinders not returned and will replace the cylinders with the same quality as the customer-owned, and replaced prior to the contract termination date.
- f. Contractor's proposal must describe in detail the kinds of reports that can be generated for managing a Compressed and Liquid Gas Program. Reports shall be available upon request by Business Center South Purchasing Department.

### 4. QUALITY ASSURANCE

- a. Contractor's proposal must describe their quality assurance program and must identify their source plants. Contractor must have the ability to provide a certificate of product analysis upon request and at no additional charge to UNLV.

UNLV RFP 571-DC

- b. All cylinders/dewars delivered to UNLV shall be clean and rust free. All barcodes and labels shall be printed and accessible in accordance to all applicable laws. All cylinders must be tested on a routine basis as required by law

**5. COMPLIANCE WITH SAFETY STANDARDS**

Vendors are required to comply with all UNLV Policy, DOT, OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

In order that UNLV may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to UNLV, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

Contractor shall also provide a Material Safety Data Sheet (MSDS) for each hazardous material listed. MSDS' shall be submitted to:

UNLV Risk Management and Safety  
4505 Maryland Parkway  
Las Vegas NV 89154-1042

or sent via facsimile to (702) 895-4690 above.

If any hazardous materials, as defined by federal, state or local law, are discharged by the Contractor on University premises, Contractor shall notify RMS immediately by calling (702) 895-4226 during normal business hours or after-hours, contact UNLV Public Safety at (702) 895-3668, and shall take full responsibility for all necessary remedial action at its sole expense in compliance with the requirements of all applicable federal, state and/or local laws, regulations, rules and ordinances and in accordance with RMS policies and procedures. Without limitation of the foregoing, Contractor shall keep RMS fully informed of any discharge and the remedial action being taken, and shall keep RMS with such assurances as it may require concerning public safety and the environment. RMS also reserves to itself the right to clean up at the expense of the Contractor. This right includes, without limitation, approving clean up Contractors and procedures, obtaining EPA identification numbers, signing Hazardous Waste Manifest and monitoring the work.

**6. VALUE ADDED SERVICES**

The successful Contractor must provide at minimum the following value added services. Contractor's proposal must indicate your agreement to perform each of these services and describe any additional services offered.

- a) Accuracy of Product
- b) Accuracy of information regarding orders, delivery, cylinder/dewar tracking, billing and computer reports
- c) Timely resolution and answers to questions, discrepancies and problems
- d) Periodic safety training of new employees
- e) Introduction of applicable new technology
- f) Annual delivery of updated catalog to every end user and periodic delivery as requested
- g) Provide material safety data sheets upon request (required for deliveries of hazardous material)

**SECTION E**  
**PRICING RESPONSE FORM**

**1. CONTRACT ADMINISTRATION FEE**

Contracts requiring significant involvement by the Purchasing Department are assessed a Contract Administration Fee. This fee is activity based and is assessed against the Contractor. The Compressed and Liquid Gas Contract will be assessed a minimum of 4% Contract Administration Fee. The fee is to be paid by the Contractor each month in arrears and is calculated based on the total amount of the checks issued by UNLV to the Contractor the previous month.

Special Note: The Contract Administration Fee shall be paid via check to the Board of Regents and mailed direct to the Director of Purchasing, University of Nevada, Las Vegas. The Contract Administration Fee cannot be issued as a credit to individual accounts.

The Contract Administration fee will not apply to any other government entity that may join onto this contract.

**PROPOSED CONTRACT ADMINISTRATION FEE:** \_\_\_\_\_%

**2. PRICES**

Prices quoted will be firm for the initial two-year term of the Contract.

All prices and discounts quoted shall be **F.O.B. Destination and shall include delivery and fuel surcharge (if applicable)** as well as any necessary unloading, tagging, loading of empty cylinders, counting, and any other activity required by this Request for Proposal or customary in the industry.

Fuel costs based upon the fuel price at time of bid submittal should be included in the pricing. A space has been provided below for the Contractor to insert the current price per gallon of fuel upon which Part One - Prices for Specific Items are based. If at any time during the term of the contract, fuel price exceeds 10% of the cost of fuel as specified below, a fuel surcharge may be allowed upon approval of the requesting department.

Cost increases/adjustments will only be reviewed at renewal time. Contractor shall send a notice requesting an increase, a minimum of ninety (90) days prior to the beginning of the renewal. UNLV alone shall determine whether a price increase will be allowed. If Contractor requests a price adjustment/increase, supporting documentation must accompany the request. Allowable price increases will take effect at the beginning of the renewal period and if agreed to in writing via an addendum to the Contract.

**PART ONE - PRICES FOR SPECIFIC ITEMS**

THE QUANTITIES BELOW REPRESENT THE UNIVERSITY'S BEST ESTIMATE OF QUANTITIES OF THE MOST COMMON GASES WHICH MAY BE REQUIRED ANNUALLY. PRODUCTS WILL BE ORDERED ON AN AS NEEDED BASIS ONLY AND CONTRACTOR WILL BE PAID ONLY FOR ACTUAL ORDERS. UNLV SHALL NOT BE HELD RESPONSIBLE TO PURCHASE THIS VOLUME AND RESERVES THE RIGHT TO INCREASE OR DECREASE AS NEEDED.

LINE ITEM #	DESCRIPTION	ESTIMATE D VOLUME*	UNIT PRICE (PER STANDARD CUBIC FOOT)	TOTAL	TYPICAL VOLUME PER CYLINDER	NET PRICE PER CYLINDER
1	ACETYLENE, INDUSTRIAL, CYLINDER MC	90				
2	AIR BREATHING K Type Cylinder	2,800				
3	AIR BREATHING T Type Cylinder					

UNLV RFP 571-DC

		6,200				
4	ARGON 99.999% UHP T ULTRA HIGH PURITY GRADE	8,700				
5	ARGON LIQUID LC230 230 PSI	25,400				
6	STARGOLD C25 ARGON-CARBON DIOXIDE 25 % K Type Cylinder Industrial GRADE	1,400				
7	ARGON-HYD 5 % K Type Cylinder Industrial GRADE	2,900				
8	CARBON DIOXIDE 45KG 100LB 100 LB Type Cylinder	19,200				
9	CARBON DIOXIDE 22.7KG 50 LB Type Cylinder	37,100				
10	HELIUM 99.999% UHP T ULTRA HIGH PURITY GRADE	13,400				
11	ULTRALIFT BALLOON K Type Cylinder	4,100				
12	HELIUM LIQUID LT100(He), Industrial Grade, 99.999% Purity, 100 Liter, Cryogenic, Liquid (LITERS)	3,900				
13	HELIUM LIQUID LT60(He), Industrial Grade, 99.999% Purity, 60 Liter, Cryogenic, Liquid (LITERS)	180				
14	CH4 BAL Ar, ARG-METH 10% P10 CS K, Volume 226 cubic feet, CGA 350, Certified Standard, Analytical Instrumentation, P-10, Carrier Gas, Proportional Counter	6,100				
15	NITROGEN 99.999% UHP T ULTRA HIGH PURITY GRADE	20,000				
16	NITROGEN 55 K Type Cylinder	54,700				
17	Balance Nitrogen, Carbon Dioxide 5%-Hydrogen 5%, Primary Standard Grade	1,100				
18	NITROGEN K Type Cylinder	4,600				
19	NITROGEN LIQUID LC160 22 PSI	402,200				
20	NITROGEN LIQUID LC160 230 PSI	52,300				
21	NITROGEN LIQUID LC230 22 PSI Type Cylinder	2,780,000				
22	NITROGEN T Type Cylinder	14600				
23	Nitrous Oxide USP Medipure brand E Size Steel Cylinder (LBS)	470 LBS				
24	Oxygen USP Medipure brand E Size Steel Cylinder	9,000				
25	Oxygen USP (U.S. Pharmacopoeia) Medipure brand K Size Steel Cylinder	5,500				
26	PROPANE, INDUSTRIAL, CYLINDER 30LB (6.6GAL) FORKLIFT (LBS)	900 LBS				
<b>GRAND TOTAL</b>						

\*ESTIMATED VOLUME IS IN STANDARD CUBIC FEET UNLESS OTHERWISE STATED.

27. %DISCOUNT OFF MANUFACTURERS' LIST PRICES FOR ALL OTHER GASES NOT LISTED ABOVE: \_\_\_\_\_%

28. % DISCOUNT OFF MANUFACTURERS' LIST PRICES AND BRAND NAME ON ALL GAS HANDLING AND DELIVERY EQUIPMENT, INCLUDING REGULATORS, VALVES, FLOW METERS, MANIFOLDS, AND CRYOGENIC LIQUID TRANSFER ACCESSORIES: \_\_\_\_\_%

**PART TWO – DEMURRAGE CHARGES**

29. Maintenance Gas Cylinder \$ \_\_\_\_\_ per cylinder per month

30. Scientific & Medical Gas Cylinder \$ \_\_\_\_\_ per cylinder per month

31. Liquid Gas Dewar \$ \_\_\_\_\_ per cylinder per month

**PART THREE – PRICES FOR THE PURCHASE OF NEW CYLINDERS AND DEWARS**

32. New – “300” size steel cylinder \$ \_\_\_\_\_ each

33. New – “150” size aluminum cylinder \$ \_\_\_\_\_ each

34. New – 60 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

35. New – 160 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

36. New – 180 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

37. New – 230 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

**PART FOUR – PRICES FOR THE PURCHASE OF USED CYLINDERS AND DEWARS**

38. Used – “300” size steel cylinder \$ \_\_\_\_\_ each

39. Used – “150” size aluminum cylinder \$ \_\_\_\_\_ each

40. Used – 60 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

41. Used – 160 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

42. Used – 180 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

43. Used – 230 liter, stainless steel, non magnetic dewar \$ \_\_\_\_\_ each

**PART FIVE – FUEL COST**

44. Current Price Per Gallon of Fuel \$ \_\_\_\_\_

**PART SIX – BULK ORDERS**

45. LN2 LIQUID NITROGEN (5,000 GALLONS AT A TIME)\$ \_\_\_\_\_ per delivery

46. ARGON MICROBULK (1,500 LITER AT A TIME) \$ \_\_\_\_\_ per delivery

**PART SEVEN – EMERGENCY FEE**

44. Emergency Fee (if applicable) \$ \_\_\_\_\_ per delivery



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

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

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

**RECITALS**

UNLV \_\_\_\_\_ [INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES].

On \_\_\_\_\_, 20\_\_\_\_, UNLV issued its Request for Proposal No. \_\_\_\_\_ (the "RFP") seeking proposals from qualified Proposers to provide \_\_\_\_\_ services in connection with the \_\_\_\_\_.

On \_\_\_\_\_, 20\_\_\_\_, Contractor submitted a proposal ("Proposal") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on \_\_\_\_\_, 20\_\_\_\_.

On \_\_\_\_\_, 20\_\_\_\_, UNLV selected Contractor's Best and Final Offer as the one best suiting its needs.

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

**AGREEMENT  
ARTICLE I  
TERM**

**A. INITIAL TERM**

The Contract shall commence as of the Effective Date and remain in effect for **two (2)** 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 three (3) 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. UNLV may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. 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, as modified by Contractor's Best and Final Offer, attached as Exhibit B (the "**Services**").

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor's Best and Final Offer, and (4) the Proposal (including all modifications).

**ARTICLE III  
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract shall not exceed or is estimated to be (**\$ ENTER AMOUNT OF CONTRACT**).

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.

Prices are to remain firm for the Initial Term of this Contract. In the event the 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.

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 the Contractor, the UNLV reserves the right to hold the 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.

**ARTICLE V  
INSURANCE, LIABILITY & INDEMNIFICATION**

**A. INSURANCE**

Contractor (which for the purposes of this Article shall include all 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)**") is required, at its sole expense, to procure, maintain, and keep in force for the duration of the 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 under his Contract, 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 Named 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 the 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;
  - Attach a copy of this signed endorsement to the Certificate of Insurance;
  - 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 the 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, the 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 the Contractor;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement;
- 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 any 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 the 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**

The 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 is 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.

In order that UNLV may determine whether Contractor has complied with the requirements of the Contract, Contractor shall, at any time when requested, submit to UNLV, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

**D. CONFIDENTIALITY**

Contractor acknowledges 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 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**

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, 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 federal, state, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any pre-paid 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**

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.

**I. INDEPENDENT CONTRACTOR**

Contractor shall be subject to and operate under all applicable federal, state, and municipal codes, and ordinances, including but not limited to those regarding industrial insurance and expressly agrees that Contractor's employees and/or Subcontractors shall not be treated or considered as the servants and

UNLV RFP 571-DC

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 such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's 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:

Director of Purchasing  
University of Nevada, Las Vegas  
4505 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 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. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Contract and that all such materials and/or data must be transmitted, in its original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data.

**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.

UNLV is exempt from paying state, local and federal excise taxes.

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

## UNLV RFP 571-DC

effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The 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 the 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 that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), University of Nevada, Las Vegas (UNLV), or Nevada State College (NSC) logo, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of NSHE and agrees that Contractor shall not use any of the foregoing 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) For purchase of goods or services that exceed \$1,000,000 the Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE business concerns and local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime contract. The report should contain the following information:
  - a) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged Subcontractor (Tier 2 supplier or local Subcontractor). 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 12 month period.
- 3) Definitions:

Definition of Local Subcontractor. "Local Subcontractor" 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 Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

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 the Contractor. The NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

**T. FITNESS FOR DUTY**

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 service order or statement of work. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV premises and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances when

UNLV RFP 571-DC

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).

**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:

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

**APPROVED:**

BY:

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

Date