



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

**REQUEST FOR PROPOSAL 697-KO  
FOR LECTURE CAPTURE SOLUTION**

**RELEASE DATE:** Monday, June 19, 2017

**LAST DAY FOR QUESTIONS:** Friday, June 30, 2017

**LAST DAY FOR ADDENDA :** Friday, July 7, 2017

**OPENING DATE, TIME and LOCATION:** Wednesday July 19, 2017 by 3:00 PM Las Vegas 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 electronic copy on CD or flash drive, and one (1) original and one electronic copy of the Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

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

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Kelly.owsley@unlv.edu  
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## **SECTION A** **INTRODUCTION**

### **1. PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal to provide Lecture Capture Software and related services. UNLV is looking to contract with a vendor to provide a cloud hosted solution for Lecture Capture. Lecture Capture is an umbrella term that describes a number of technologies that allow the audio/video capture of instruction in a classroom which is then made available for student viewing on a wide variety of devices (pc, mac, mobile) at a later time. Beyond capture, the solution would also allow use by faculty to create supplemental video-based course materials (i.e., screencasts) on PC's, Macs and mobile devices (IOS and Android). The solution would have automated workflows allowing video captures to be scheduled and automatically published to the learning management system (LMS). The system would also allow for the importing of external video, and the streaming (both live and on-demand) of video within the system. Finally, the solution needs to be flexible and scalable (allowing both hardware/software scheduled capturing) with predictable costs supporting incremental growth. UNLV anticipates piloting/testing for the first year of the Contract with the School of Nursing and a limited number of faculty from other colleges, and potentially rolling out Lecture Capture to the entire campus (22,770 FTE) in the second year. Listed below are a summary of the preferred features of the solution.

- a) classes to be recorded (i.e., lecture capture) with full HD capabilities for video camera, content, as well as program/instructor audio and be made available for viewing by students at a later time and/or live streamed
- b) faculty to be able to easily create supplemental video-based course materials (i.e., record usb webcam video/audio as well as computer screen and subsequently streamed
- c) student created video content (similar to faculty) but primarily use it for video based course assignments
- d) external video of all types that can be uploaded to the system by users to be used within and outside of LMS
- e) all of this content would be ingested into a cloud based video content management system (VCMS) hosted by the vendor and integrated into our LMS (i.e., Blackboard / Canvas), as well as available thru vendor hosted video portal that is external to the LMS
- f) cost of overall system is easy to determine without extra licensing costs, and the solution easily scales

### **2. UNIVERSITY OF NEVADA, LAS VEGAS**

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

### **3. TERMINOLOGY**

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)

CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.
PRICING RESPONSE FORM	Proposer form submitted in Section E defining any pricing and/or any applicable royalty fees.
GENERAL TERMS AND CONDITIONS	By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
MINIMUM CONTRACT TERMS	Included in this RFP are certain standard minimum Contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV Contracts are subject to existing Contracts (and any replacement Contracts thereof).
UNLV	University of Nevada, Las Vegas
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 **75** 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) Proposers shall take no advantage of any apparent error or omission in the RFP. In the event a Proposer discover such an error or omission, lack of clarity, or other irregularity, such Proposer shall immediately notify the Purchasing Department. The Purchasing Department will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP.

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) Proposers should direct any questions regarding the RFP to the designated contact(s) from the Purchasing Department. Proposers shall not contact other UNLV employees regarding this RFP. Any such contact may result in rejection of the Proposal.
- p) 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.
- q) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- r) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- s) UNLV accepts no responsibility or liability for any costs incurred by a responding Company/Proposer prior to the execution of the Contract.
- t) UNLV reserves the right to Contract for less than all of the services identified herein.
- u) **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.
- v) Proposers should complete the Accessibility Roadmap Form (see Weighted Evaluation Criteria no. 3).

## 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 provide an on-site Demo and presentation, and testing and evaluation as described below.

**On-site Demo** - Top Proposers will be selected to provide on-campus demonstrations of their product. Prior to the demo, Proposers will be provided a checklist of the items most important to UNLV based on UNLV's requirements. A few weeks prior to the demo UNLV will also work with the Proposers to get LTI integration configured with either UNLV's Blackboard or Canvas LMS test instance. UNLV will schedule the demos to not exceed 2 hours. Proposers should provide all hardware for the demo's including a capture appliance, external computer, HD Camera, Webcam, Microphone, Now-Recording Light (if applicable), and all necessary cables. The demos will be scheduled in a conference room which has basic AV technology included. **Participating Companies may be asked to sign a Confidentiality/Non-disclosure Agreement.**

**Testing and Evaluation** - At the conclusion of the on campus demo UNLV may conduct further testing of the short-listed Proposer's solutions for approximately 30 days. Proposers will be expected to leave the hardware (Appliance/Camera) at UNLV for further evaluation. If LTI integration hasn't completed Proposers are expected to continue working with UNLV to get that setup prior to the start 30-day evaluation period. During the evaluation, Proposers may get support calls from UNLV should technical issues arise which will be documented as part of the evaluation. **Participating Companies may be asked to sign a Confidentiality/Non-disclosure Agreement.**

At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

### **Weighted Evaluation Criteria**

### **Possible Points**

1. Experience, Expertise and References	15
2. Preferred Functionality	45
3. Accessibility	23
4. Optional Functionality	22
5. Service and Support	15
6. Overall Costs - (in separate sealed envelope)	80
Total Possible Points	200

**1. Company Experience, Expertise, and References - 10 Points**

- a) Provide a brief description of the company: history of the company, years in business, corporate structure, team bios, number of employees, number of customers, etc.
- b) Describe the general experience and expertise your company has working with universities in providing lecture capture and video hosting and integrating the systems into the campuses learning management system
- c) Identify three customers for whom you have completed similar projects (preferably references from Universities of the size and scope of UNLV).
  - i) Name, Address and URL of the organization
  - ii) Year the project was completed
  - iii) Company/contact person managing the project (name, position while project was being completed, phone number, and email address)
  - iv) General scope of the lecture capture project (number of capture devices, number of recordings, pilot project or converting from another system)
  - v) Number of days allotted for project completion, and whether the project was completed as scheduled, if not describe contributing factors
- 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 of termination and the other parties' name, address, and telephone number. Discuss if your Company has ever filed bankruptcy, been in loan default, or if there are pending liens, claims or lawsuits against the Company, or whether there have been any large/notable security breaches with your solution. Specify if any of the foregoing.
- e) Please describe your Company's ability to participate (if selected) in the on-site Demonstration and Testing and Evaluation process as described in 2 Evaluation of Proposals, letter b) of the RFP.
- f) Provide information regarding your Company's proposed solution as follows:  
Provide a brief overview of your Company's proposed solution. Provide a complete list of all software, equipment, and services that are included in your proposed solution (including the name of the software/solution, current release, version number, manufacturer part numbers, etc. to specifically identify the software product and all modules that you are proposing, all equipment, and services. Identify how the product is licensed (Do not include pricing).

What components are included in the base product and what components are optional?

How long has your solution been on the market?

Describe any relevant awards or analyst coverage your solution has received?

- h) Disclose any conflicts of interest you or your Company may have with UNLV, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

**2. Preferred Functionality - 35 points**

- a) **Lecture Capture (Appliance and Software)** - For each item in the list, please respond to whether or not your solution includes this functionality, and describe how it does so:

- i. Dedicated appliance (2U or less) that can be installed in a rack in the classroom. Appliance should have at a minimum 2 HDMI Capture Ports (video and embedded audio), 2 Audio Capture Ports (RCA, 3.5mm), 2 USB Capture Ports, Ethernet Port, and serial port (for Crestron control, or control over IP). Video/Content should capture in full HD (1080P) at 30 fps
- ii. The system should have scheduling capabilities (for automating the capture) that will integrate with LMS and automatically publish videos to assigned course taught by the instructor
- iii. Crestron supported API's for integration with Crestron Control System that can communicate with appliance thru network or serial port
- iv. Lecture capture software that can be installed on existing PC's in classrooms (which don't have a dedicated appliance) and can be scheduled to record automatically based on class schedule from administrative interface. In addition, for faculty that don't want automation, software can be "launched on demand" by a faculty member to record a class and if launched from within LMS, automatically publish the recording to that class.
- v. Lecture capture software (non appliance) should provide the capability to record a video and audio feed from switcher in the room (i.e., HDMI) - prefer a vendor recommended USB capture card to easily add capture capabilities to any classroom. Software should be able to support a camera feed (HDMI) from the classroom.
- vi. Both appliance and scheduled software devices should be able to be monitored from the administrative interface, and show current status (i.e., online/offline/recording/uploading)
- vii. Lecture Capture Appliance/Software should support live streaming with minimal delay - which can be made available for certain users, classes, or on request from administrative interface
- viii. A range of encoding profiles should be offered (quality and size) for each capture
- ix. Capture Appliance/Software should have some fault tolerance built-in, i.e., should a network failure or computer error occur, the ability to recover/repair the video file on the local appliance/computer and restore the recording or broadcast quickly

**b) Software Based Supplemental Video Creation (students/faculty)** - For each item in the list, please respond to whether or not your solution includes this functionality and describe how it does so:

- i. Software needs to support common operating systems and mobile devices (i.e., Windows, Mac, IOS, Android) and have a similar look and feel across devices
- ii. Software should have an easy to use interface with simple steps to start and stop recording, allowing you to capture the entire desktop, or a window. Please include screenshots and steps.
- iii. Software should have an easy way for instructor to ensure video/audio is working (i.e. video preview) with an audio meter showing instructor audio levels.
- iv. Software should have automated workflow i.e., automatically posts to vendor hosted VCMS (if used outside of Course Management System), or if used by faculty/students automatically publish to the course in which the software is launched.

**c) Video Content Management System (VCMS)** - For each item in the list, please respond to whether or not your solution includes this functionality, and how it does so:

- i. Software should include (VCMS) allowing for the management of video content within the system
- ii. Software should allow for easy uploading of external video of multiple formats (mov, wmv, mp4, flv, avi) into VCMS or be Imported directly from LMS interface
- iii. Videos that instructors/creators have stored within system should be easily downloaded/exported and stored with common video codecs (i.e, MP4, WMV, MOV)



- iv. Within VCMS and LMS - folders for each user and class should be available as well as the ability to create additional folders
- v. Video Catalog allowing UNLV faculty/students/staff and external customers to view video content
- vi. Ability to add metadata to videos imported to assist with cataloging of content
- vii. Thumbnails and indexes automatically created for easy search and viewing
- viii. All words whether on screen or spoken are indexed and timestamped using a combination of OCR and speech recognition technologies
- ix. Within VCMS or LMS, users can use a text search tool to find videos. Search tool should be able to find text within user accessible videos and show results allowing the user to quickly go to a particular video where the text was either on the screen or spoken
- x. For video stored in VCMS, allow the embedding of video in LMS

**d) Administrative Functionality:** The web-based system should have an easy to use administrative interface for managing the overall system. Within the system we should be able to "at a glance" look at the status of all capture devices, view overall system status, determine utilization information (i.e., streaming usage stats, overall storage stats), manage users (roles and permissions), manage folders, and view analytics. For each item in the list, please respond to whether or not your solution includes this functionality, and how it does so:

- i. Console showing all capture devices (hardware and software) and their status (online, offline, recording, uploading) and the ability to manage the device
- ii. Overall system utilization, showing our current yearly subscription and how much of that we have used (streaming and storage), with the ability to drill down to specific users/classes/departments/video's to determine which are utilizing the most resources
- iii. Ability to move content automatically either to different folders, or external storage, based on multiple factors to allow for automating the archival of video, with the ability to exclude certain folders, instructors, departments based on retention parameters
- iv. System should support the protocols and architecture of modern streaming and utilize H.264 encoding/transcoding which allow smooth streaming and adjustable bit rates based on users device and variable network conditions. The latest streaming technology with features such as (chunked delivery, content delivery networks, adaptive-bit rate playback, and HLS should be utilized.
- v. System should support multiple directories concurrently for authentication/access (i.e., Microsoft Active Directory, Blackboard, Canvas, IBM Tivoli Identity, LDAP) - there may be instances when UNLV will be using both Blackboard and Canvas at the same time as well as require external authentication outside of LMS - with a different role in the system. Please provide a thorough narrative on how your system can integrate with various directories currently used on campus and how users are created in the system
- vi. System should be compatible with LTI and SCORM standards as well as provide developer API's for customizing and extending the system
- vii. System should integrate with LMS's allowing students and faculty to fully utilize system from within Learning Management System. Please provide a narrative for how your system integrates with both Blackboard and Canvas to include a detailed list of features available within LMS - please include screen shots comparing/contrasting blackboard and canvas environments.
- viii. Please provide the typical timelines necessary for configuration of LTI integrations for both Blackboard and Canvas (please provide documentation).
- ix. System should support user roles and permissions in LMS for tiered access to videos available within the system (i.e., administrative offices such as online education who have access to courses in LMS should have full rights to videos within Lecture Capture LMS integration).

- x. The system should support user roles and permissions for tiered access to the administrative interface. Describe the different roles and permissions available in the system both from a management and end user perspective and how these roles are applied, both thru the integration with the LMS as well as the Directory integration.
- xi. Analytics made available for admin, staff, and faculty to view stats on videos, including information that would typically help faculty determine which students we're mostly using the system, which videos we're watched most, and what particular areas of videos we're watched the most (to help with student performance, as well as material which is confusing)
- xii. Log's, clearly showing for each video, who had watched the video
- xiii. The ability to easily determine (for each video) who has view rights of the videos (i.e class, administrators, other users)

**e) Editing** - The system should allow for user and administrators to easily edit videos within a web interface. For each item in the list, please respond to whether or not your solution includes this functionality, and how it does so:

- i. Web based interface for simple editing
- ii. Non destructive editing – i.e., you can always go back to original video
- iii. Trim heads, tails
- iv. Add/edit the automatic caption/transcriptions
- v. Capacity to blue faces or distort voices if there is any privacy issue down the line.

**f) Viewing/Playback** - The system should allow for viewing videos directly from a web interface on multiple OS's (PC and Mac) and mobile devices (IOS, Android) and allow users to easily traverse the content using chapters and text search capabilities. Player should adapt (i.e., scale content and adaptive bit rate) depending on the capabilities of a user's device and network speed. The minimum requirements are listed below. For each item in the list, please respond to whether or not your solution includes this functionality and how it does so:

- i. Multiple browser support (Chrome, Firefox, Internet Explorer, Safari, Edge)
- ii. Mobile Device Support (IOS, Android)
- iii. Native HTML5 support with minimal add-ins for browser compatibility
- iv. Variable Speed Control (faster / slower)
- v. Content/Slide navigation (visual navigation)
- vi. Play/Pause/Rewind/FFwd
- vii. Timeline Navigation
- viii. Dynamic Scaling of player to browser window / device
- ix. Search enabled player - be able to search thru presentation for text spoken or when text appears on screen
- x. Closed Captioning
- xi. Autodetection of device and network speed for optimal playback

**g) Security/Privacy** - The system needs to be secure (i.e., FERPA and HIPAA Compliance) and have provisions in place to ensure privacy and that UNLV's data is secure. The requirements are listed below. For each bulleted item in the list, please respond to whether or not your solution meets the requirements, and how it does so:

- i. Product is FERPA Compliant - please provide standard documentation for FERPA compliance
- ii. Product is HIPAA Compliant - please provide standard documentation for HIPAA compliance

- iii. All UNLV data is private and must not be shared with any third parties - please provide statement regarding privacy of data and what you do to protect the privacy of users and their materials
- iv. Data is securely transmitted from the capture device (software/hardware) to the hosted location
- v. All data hosted resides within U.S. Include information, including name and address, of the facility where the data will be hosted
- vi. Submit a quality Assurance Plan.

**h) Hosting Infrastructure** - UNLV will be relying on the selected Proposer to host the video content, as well as to provide a platform to stream the content (stored or live). We would like to know your infrastructure for storing and streaming the video (whether you use your internal servers, or use other third party services such as AWS / Azure). Please describe your infrastructure for video storage/streaming below and how your platform can help protect us from data center outages. Also please explain how your infrastructure will allow the system to scale quickly based on unexpected demands.

**i) Hosting Estimates (Hours/Storage)** - UNLV would like the system to come with sufficient storage and bandwidth for its anticipated needs. As mentioned previously, UNLV plans to pilot/test the system for the first year with the School of Nursing (343 FTE) and no more than 10 other faculty members / classes (approximately 500 students). In subsequent years, we will allow unlimited use (22,770 FTE) and do expect to grow the service, and would like predictable pricing that can scale as needed. Please find below the anticipated number of capture devices (hardware) as well as the estimated number of classes that will be using the system for the first year. Given that, please indicate how much storage and streaming (hours/storage) would be necessary given your history with similar institutions and provide a rationale for how that number was derived. For that number, please provide in both Terabytes and Hours, so that we can easily compare between vendors.

# of Hardware Capture Devices - 10  
# of classes captured - 30 per year  
# of hours of Faculty Supplemental Content - 100  
Average # of students per class - 50

Estimated Annual Hours of Hosted Video:  
Estimated Annual Hours of Hosted Video Streaming:  
Estimated Annual Storage requirements (Terabytes/Gigabytes) for captured video:  
Estimated Annual Streaming Bandwidth (Terabytes/Gigabytes):

Rationale:

**j) Hosting License** - Traditionally, most vendors provide a basic amount of storage/streaming for an annual license. We like to know for our pilot (and the subsequent full FTE License for - 22,770 FTE, what would be the typical storage/streaming that would come with an annual license. To be able to compare across vendors, please provide both hours/bytes in your response:

**First Year Pilot:**

Annual Video Storage Hours:  
Annual Video Storage Bytes:  
Annual Video Streaming Hours:  
Annual Video Streaming Bytes:

**Second Year Full License:**

Annual Video Storage Hours:  
Annual Video Storage Bytes:  
Annual Video Streaming Hours:

Annual Video Streaming Bytes:

**3. Accessibility - 15 Points**

The system needs to be accessible and have a number of features that will facilitate accessibility. The system should automatically provide some level of captioning/transcription based on the audio recording of the instructor, as well as “one click” workflows to allow faculty to request captions for an individual recording, or entire classes. The player should also have built in features that improve accessibility. For each item in the list, please answer the question and/or respond to whether or not your solution meets this functionality, and how it does so:

- a) Automatic Captioning/Transcription of instructor audio,
  - i. What is your minimum accuracy?
  - ii. What is your process?
  - iii. Explain how and identify what speech recognition model/software and appliance(s) are used to create automatic transcriptions/captions
  - iv. In situations where automatic captioning accuracy needs to be improved, is it possible to integrate dedicated appliance based captioning devices into your current automatic captioning workflow prior to sending off to third party captioning providers? Please explain how you can do this and what speech recognition model/software and appliance(s) can be integrated with your solution
  - v. What is the process for faculty/staff to edit automatic transcriptions/captions?
- b) Easy integration with third party captioning services - i.e., 3play media with automated workflow for captioning (on request by Faculty or UNLV Disability Resource Center) - i.e., one click captioning request for a video, or an entire class of videos
- c) Accessible Media Player has:
  - i. Accessible Keyboard Navigation on player
  - ii. Screen Reader and Magnification Support on player
  - iii. Text Based Player (i.e., user interface images/icons displayed as text) - i.e., play/pause/stop button
- d) How does your product meet ADA compliance? Product should meet or exceed and provide testing results for:
  - i. Web Content Accessibility Guidelines WCAG 2.0 checklist
  - ii. Federal Rehabilitation Act, Section 508 VPAT
- e) Any other accessibility testing results including third party testing
- f) Does the product allow for live captioning, if so describe
- g) Describe how you are addressing issues of universal design, particularly in relationship to mobile devices
- h) Provide an accessibility roadmap (see below) for any accessibility issues identified in your testing results

**Accessibility Roadmap Form**

Instructions

This form serves as means for auditors and vendors to document accessibility gaps associated with Information and Communication Technology (ICT) products and to indicate plans for addressing these gaps in the future.

Complete the **form** provided on the next page as follows:

- 1. **Product/Vendor Information:** Provide the information requested
- 2. **Issue Description:** List each major accessibility issue for the product Including the following:

- o Gaps identified from the WCAG 2.0 A & AA guidelines, 508 Voluntary Product Accessibility Template (VPAT) and EPUB3 Accessibility Guidelines (if applicable)
  - o Gaps identified in other product support documentation
  - o Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
- o Open: The issue has not yet been resolved
  - o Closed: The issue has already been resolved
  - o I/P: The issue is currently under investigation
  - o Other
4. **Disposition:** Enter one of the following values:
- o Planned: The issue will be resolved
  - o Deferred: The issue will not be resolved
  - o In Progress ("I/P"): The issue is currently under investigation
  - o Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only):** Describe the business processes vendor will offer or third-party products that will be provided to work around the issue until full conformance is achieved
7. **Comments (optional):** Provide details/description regarding the issue
8. **Additional Information (optional):** Provide any additional discussion regarding accessibility plans

### Vendor/Product Information

Vendor Name	
Product Name	
Product Version	
Completion Date	
Contact Name/Title	
Contact Email/Phone	

### Specific Issues

Issue Description	Current Status (Open, Closed, I/P)	Disposition (Planned, Deferred, I/P)	Remediation Timeline	Available Workarounds	Comments
Example: Images on the landing page lack equivalent alternate text	Open	Planned	Q3, 2015 release (v1.2)		Functional images will receive descriptive alternate text; decorative images will receive null alternate text.

Additional Information:

### 4. Optional Functionality - 15 Points

UNLV is interested in other features of your solution. For each feature below, please respond whether or not your solution includes the feature and how it meets the requirements:

**a) Capture:**

- i. The Ability to integrate an IP based camera (Vaddio Roboshot 30 HD-SDI) directly into the video capture of the instructor using its H.264 RTSP stream. The camera will be on the same local network as the capture appliance/computer.
- ii. Now-Recording Light - to show when recording is taking place - and with the push of the a button changes colors, can pause the recording, as well as restart the recording (appliance)
- iii. Confidence monitor capability - i.e., the ability to output to touchscreen and display what the recording looks like including warning of inadequate audio levels (appliance), including indicators that it is now recording, as well as the amount of time that it's been recording
- iv. Ability to adjust lecture capture layouts within the touch panel and/or software interface (i.e., projector big, camera big, or same size)
- v. Ability to alert administration should recordings not take place as scheduled (i.e., hardware/software device off-line, but is scheduled to play); Ability to alert if audio Levels are insufficient; Ability to alert should no source be active on the recording; etc.
- vi. Ability for appliances to be used with other lecture capture providers (i.e., Windows based) with non proprietary capture cards

**b) Software Capture (supplemental video):**

- i. Web Based Capture - can capture directly from browser
- ii. The ability to capture just a "window" on a computer as opposed to full desktop, and have that window scale to fill the content block in player
- iii. The ability to record video/audio, separately from desktop, and synch the two so that the audio/video recording activity can be separate from driving the computer keyboard/mouse

**c) Administration:**

- i. Allow import of schedules from R25 scheduling system
- ii. University branding of video portal
- iii. Podcast option - ability for users to download videos - turn on/off per course
- iv. itunes U integration
- v. YouTube Integration - i.e., can automatically publish videos to YouTube accounts/channel's depending on folder location within system
- vi. Google Drive Integration - i.e., can automatically store videos in specific google drives depending on folder location within system
- vii. YouTube and Google Drive Publishing (outside of hosted environment) - i.e., the ability to save video files directly to a google drive (either on local folder or in the cloud), as well as the ability to publish videos directly to a YouTube channel without first publishing to hosted environment
- viii. Reporting features that would allow us to determine utilization (streaming/storage) by employee, instructor, class, department, school (weekly / monthly / yearly), that would allow us to charge back as necessary for usage of the system
- ix. Limits on streaming/storage by folder/department/livestream - are there limits that you can setup to ensure certain departments don't overuse the system i.e., put quotas in place for a livestream, certain folders or departments
- x. Ad-hoc report creation and automatic report distribution - please also provide a complete list of default reports available within the system from an admin and instructor role
- xi. Backup/Export video library to external site for disaster recovery, or changing solutions

- xii. Advanced notification of any scheduled maintenance that impacts the service or unexpected outages
- xiii. Integration with Splunk for log aggregation
- xiv. System allows for decentralized administration for disparate departments/schools (i.e Medical School / Law School)
- xv. System allows for anonymous/guest access to live streams or videos stored in the system? Please explain how this is accomplished.
- xvi. System would allow faculty/staff to create ad hoc groups for sharing of videos
- xvii. System would allow password protecting video's and expiration dates for how long a video would be available for watching (also within LMS)

**d) Viewing/Playback:**

- i. The ability to swap media elements in player (i.e., big projector, big video, same side by side)
- ii. Embeddable player
- iii. Multiple player options (improved user experience)
- iv. Mobile App
- v. Zoom content/slides for detailed viewing (i.e., whiteboard)
- vi. University branding of player

**e) Editing:**

- 1) Replace video or audio
- 2) The ability to replace video (either instructor video or program video) and edit as necessary and reinject into system so that it re-incorporated when viewed in player
- 3) Cut from middle
- 4) add/replace/delete slide content
- 5) Create presentation from editor
- 6) Edit individual slides/content
- 7) Ability to upload files (ppt, pdf, etc.) that can be downloaded when viewing recording
- 8) Insert new slides (PPT/PDF/Keynote)
- 9) Dedicated video editing capabilities within client software - more rich feature set (mac/pc)
- 10) Insert other content (video, images, text)
- 11) Insert elements that allow for user interaction - e.g., quizzes/polls, buttons, animations, etc.
- 12) Timeline-Based editor

**f) Security/Privacy**

- 1) Product undergoes a third party security audit? If so how often and what were the results of the last audit?
- 2) Vendor has mechanism for notifying the institution of any security or privacy breaches? What are the timeframes involved?

**g) Active Learning Features:**

- a) Ability for student to take notes while watching or viewing (in player)
- b) Ability for students to flag confusing content (viewable by instructor and/or other students)
- c) Ability for students to collaborate with other students within player interface
- d) Ability for faculty to add polling to engage students in the classroom or when viewing live - with LMS integration to gradebook (e.g., taking attendance, polling, class participation points, etc.)

- e) Ability for faculty to add video quizzes for both in-classroom activities as well as when viewing after the class has taken place (either classroom captures or supplemental videos) - with LMS integration for posting to gradebook
- f) Ability for faculty to use product to hold on-line office hours (video office hours) with students
- g) Ability for students to use product for group video discussions - i.e., Video Chat Rooms which allow student breakout sessions for group work
- h) Interactive whiteboards for students to work together in group video chat rooms

**h) Web Conferencing:**

- i. During capture - have the ability to add in a participant (e.g., guest lecturer) - that would interact with the system with minimal delay and include echo cancellation capabilities
  - ii. During capture - have the ability to integrate or work alongside an existing web-conferencing product (i.e., WebEx, Blue Jeans, GotoMeeting, Zoom) – i.e., share resources as necessary (camera/microphone)
- i) Other Features** - if your solution provides additional features that you believe separate your product from the competitors, or that you think would be beneficial to UNLV, please describe the additional features your product provides below:
- j) Limitations** - if there are any limitations in regards to how your solution will scale, i.e., concurrent users, maximum streams, maximum stream size, etc., please include those limitations below:
- i. Maximum concurrent users (if applicable)
  - ii. Maximum stream size (if applicable)
  - iii. Maximum active streams per video (if applicable)
  - iv. Maximum active streams (overall)
  - v. Maximum video capture length (if applicable)
  - vi. Maximum number of active captures (if applicable)
  - vii. Maximum bandwidth (streaming)

**5. Service and Support Requirements - 10 Points**

Describe the implementation process for the solution. Include an implementation schedule. UNLV plans that the first year of the campus license will be limited to UNLV's School of Nursing (343 Student FTE) and no more than 10 other faculty members. For subsequent years, the Contract will allow for unlimited use by faculty/students/staff (22,770 FTE) on any device. Can your solution accommodate UNLV's plans for phased implementation. Please describe.

We are interested in the type of support that is included the system. Below are a list of typical types of support, please indicate whether or not you provide these, and describe how you do so. Also provide at a minimum 3 additional university contacts who are currently using your system, so that we may discuss the support experiences they have had with your service.

- 8am-7pm PST Level 2 Support
- 8am-7pm PST Level 1 Support (faculty/students)
- 24/7 Level I Support (faculty/students)
- 24/7 - Level II Support (OIT Staff)
- Appliance loaner devices - i.e., next day turnaround - for failed hardware appliances
- Support Portal - i.e., for tracking issues



- Remote Support of lecture capture appliances
- Knowledge Base
- Training (recorded video and/or live webinar format)
- Support Contacts
- Other - please include any additional support that is included with the yearly subscription

**6. Cost – 80 points:** Complete Section E, Pricing Response Form.

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

**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 one (1) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional nine (9), one (1) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting Contract.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.

- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior Contracts or is guilty of misrepresentation by any member of that particular Company.
- i) Failure to comply with submission instructions.
- j) 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**

UNLV is looking to contract with a vendor to provide a cloud hosted solution for Lecture Capture. Lecture Capture is an umbrella term that describes a number of technologies that allow the audio/video capture of instruction in a classroom which is then made available for student viewing on a wide variety of devices (pc, mac, mobile) at a later time. Beyond capture, the solution should also allow use by faculty to create supplemental video-based course materials (i.e., screencasts) on PC's, Macs and mobile devices (IOS and Android). The solution should have automated workflows allowing video captures to be scheduled and automatically published to the learning management system (LMS). The system would also allow for the importing of external video, and the streaming (both live and on-demand) of video within the system. Finally, the solution should be flexible and scalable (allowing both hardware/software scheduled capturing) with predictable costs supporting incremental growth. UNLV plans to pilot/test for the first year of the contract with the School of Nursing and a limited number of faculty from other colleges, and in the second year UNLV plans to roll out to the entire campus (22,770 FTE). Listed below are a summary of the preferred features of the system.

- a) classes to be recorded (i.e., lecture capture) with full HD capabilities for video camera, content, as well as program/instructor audio and be made available for viewing by students at a later time and/or live streamed
- b) faculty to be able to easily create supplemental video-based course materials (i.e., record usb webcam video/audio as well as computer screen and subsequently streamed
- c) student created video content (similar to faculty) but primarily use it for video based course assignments
- d) external video of all types that can be uploaded to the system by users to be used within and outside of LMS
- e) all of this content would be ingested into a cloud based video content management system (VCMS) hosted by the vendor and integrated into UNLV's LMS (i.e., Blackboard / Canvas), as well as available thru vendor hosted video portal that is external to the LMS
- f) cost of overall system is easy to determine without extra licensing costs, and the solution easily scales

#### **Scope of Work / Specifications**

UNLV wishes to contract with a vendor to provide a cloud hosted solution for Lecture Capture. UNLV plans to pilot/test the solution for the first year, and plans to make lecture capture available to all UNLV Faculty in the second year. During the first year, UNLV plans to offer the service to UNLV's School of Nursing, which has a current FTE enrollment of 343 students. In addition, UNLV plans to make the solution available to select UNLV Faculty (no more than 10), with approximately 500 students.

Lecture Capture is a common term that describes multiple technologies which allow the audio/video recording of instruction taking place in the classroom, which then is made available for student viewing at a later time, or in some instances live. The Contractor should have a hardware appliance that can be installed in a classroom which has multiple AV inputs, as well as a software only solution that can be installed on existing PC's in the classrooms. Both the hardware and software solutions should have automation and scheduling capabilities to allow for the automatic captures of lectures based on class schedule, and subsequent automatic publishing to class folder in LMS.

Beyond basic classroom capture, UNLV requires the solution to be flexible, allowing the capture of content beyond just the classroom. Faculty will use the vendor provided software to create "Screencasts" from their office, home, or in the field using an array of computing devices (PC's, Mac's, and Mobile (IOS, Android). The software should have a simple user interface that stays relatively consistent between platforms and include (previews) showing audio levels and video prior to capture. The software should also have automation built into it which allows the automatic publishing of videos to the appropriate class folder in the LMS.

In addition to captures, the solution should include a Video Content Management System (VCMS) which will allow for the management of video throughout the system. Within the VCMS and LMS faculty/staff need to easily import video from almost any video format. Folders for each user and class should be automatically created based on LTI and Directory integration, and a video catalog allowing both internal and external

audiences to view select video content should be available. All video in the system should be text searchable such that any word spoken or on screen can be easily found.

Automation and ease of use is extremely important. For both classroom captures as well as screencasts, there should be minimal steps necessary to get the video published to the LMS. For the lecture capture solution, the automatic scheduling of the system to start and stop captures at the appropriate time is necessary. Faculty should be able to simply walk into the room and teach as they have in the past with minimal training. For faculty creating screencasts, the system should ideally support the launching of the software directly from the LMS which would then allow for the automatic publishing of the content in the appropriate class folder.

The system should have an easy to use web-based administrative interface for managing the overall system. Within the system we should be able to "at a glance" look at the status of all capture devices, view overall system status, determine utilization information (i.e., streaming usage stats, overall storage stats), manage users (roles and permissions), manage folders, and view analytics.

The system should allow for users and administrators to easily edit videos. Ideally a web interface would be made available for simple editing, as well as an advanced editing interface using a client application. The editing should be "non-destructive" and allow the user to easily trim the beginning and end of the video.

The system should allow for viewing videos directly from a web interface on multiple OS's (PC and Mac) and mobile devices (IOS, Android) and allow users to easily traverse the content using chapters and text search capabilities. Player should adapt (i.e., scale content and adaptive bit rate) depending on the capabilities of a user's device and network speed.

The overall system needs to be secure and keep UNLV's data private. System should be both HIPAA and FERPA compliant and have provisions in place to ensure UNLV's data is secure and never released to third parties. The overall system should be hosted by the vendor and provisions should be in place to ensure UNLV does not experience any downtime related to data center outages. Hosting should also scale quickly if UNLV experiences unanticipated peaks in demand.

The system needs to be accessible and have a number of features that will facilitate accessibility. The system should automatically provide some level of captioning/transcription based on the audio recording of the instructor, as well as "one click" workflows to allow faculty to request captions for an individual recording, or entire classes. The player should also have built in features that improve accessibility.

**SECTION E**  
**PRICING/ROYALTY FEE RESPONSE FORM**

**First Year Pilot/Testing** - UNLV will be piloting Lecture Capture for the first year of the license. UNLV will be working with our Nursing Department (343 FTE) and no more than 10 other faculty (500 students) from various colleges for the initial year. UNLV plans to make the service available to all faculty after the initial year of testing/piloting.

**Lecture Capture Appliance Costs** - UNLV anticipates purchasing 10 dedicated appliances for its larger classrooms. UNLV anticipates purchasing an additional 10 players next year, and anticipate annual growth of about 25% per year of additional players. Given an anticipated minimum purchase of 10 each, please provide costing information per player, and subsequent purchases. Award of the RFP is not a guarantee that a purchase will be made. Also include annual subscription/maintenance costs for updated software as well as hardware support and repair. Also include approximately lifespan of the product (how many years it will be supported).

A. Provide pricing for Year 1 and Year 2 of the contract based on details provided below. Please use the table below to fill in your pricing.

**Total Costs Pilot Year** - Please include the total cost of your solution for our pilot year (School of Nursing 343 FTE and 10 Additional Faculty (approximately 500 students). Please include hardware and maintenance, annual license, and video (hosting/streaming). If there are other costs (i.e., integrations with LMS), please include them. At minimum, UNLV anticipates needing 2,500 hours of video hosting, and 37,500 hours of streaming.

Total Hardware - 10 each - \$

Annual Hardware Maintenance - 10 each - \$

Annual Software License (School of Nursing - 343 FTE and 10 Additional Faculty (500 Students) - \$

Annual Hosting/Streaming - Minimum 2,500 Stored Video Hours, and 37,500 Streamed Video Hours - \$

Implementation Costs

Travel Costs

Training Costs

Other Costs- \$

**Total Costs First year-\$**

**Total Costs 2nd Year** - Please include the total cost of your solution for the second year. Please include hardware and maintenance, annual license, and video (hosting/streaming). If there are other costs, please include them. Please assume 22,770 FTE, and at a minimum 5,000 hours of video hosting, and 75,000 hours of streaming.

Total Hardware - 10 additional appliances- \$

Annual Hardware Maintenance - 20 each - \$

Annual Software License (22,770 FTE - unlimited software use) - \$

Annual Hosting/Streaming - Minimum 5,000 Stored Video Hours, and 75,000 Streamed Video Hours - \$

Implementation Costs

Travel Costs

Training Costs

Other Costs- \$

**Total Costs Second Year-\$**

Description of Cost for all Equipment, Services, Software, annual support and maintenance, Training, etc. for your proposed solutions. (Include Manufacturer and Part number for Equipment)	Unit of Measure	Unit Price	Specify if this is a One Time Cost or Annual Reoccurring Cost	Year 1 (Pilot/Testing)		Year 2	
				Quantity	Total Cost	Quantity	Total Cost



C. Annual Hardware/Software Maintenance (per player):

**Hosting Costs (Growth)** - We anticipate annual growth of our solution. In order to compare hosting costs between vendors, we would like to know your annual costs for providing additional hours of hosting and streaming. Please also fill in the approximate amount of gigabytes/terabytes for this hosting streaming.

Hosting Video:

Additional 5,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_  
Additional 10,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_  
Additional 25,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_

Streaming Video

Additional 25,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_  
Additional 50,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_  
Additional 100,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_  
Additional 200,000 Hours \$ \_\_\_\_\_ Approximate GB/TB \_\_\_\_\_

D. Explain how long you would be able to hold your unit pricing firm for additional purchases of equipment/hardware, and other items for which we may require additional quantities and how long you can hold the unit pricing/pricing firm for any reoccurring annual fees for support, license fees, hosting, etc.

Provide the max % price increase over the previous year that the unit prices may increase in each of years 2 through 10 of the Contract and beyond. If your Company will hold the price firm (state 0%).

**Other Costs** - If there are other costs (Annual or Startup) that are required, please include them here with a full description of the cost and what it provides:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

<b>PRODUCER</b>  	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <span style="float: right;"><b>FAX (A/C, No):</b></span> <b>E-MAIL:</b> <b>ADDRESS:</b> 														
<b>INSURED</b>  	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr><td>INSURER A :</td><td></td></tr> <tr><td>INSURER B :</td><td></td></tr> <tr><td>INSURER C :</td><td></td></tr> <tr><td>INSURER D :</td><td></td></tr> <tr><td>INSURER E :</td><td></td></tr> <tr><td>INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A :															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>PROFESSIONAL LIABILITY</b> PROJECT SPECIFIC (IF APPLICABLE)						

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

**CERTIFICATE HOLDER****CANCELLATION**

BOARD OF REGENTS  
 NEVADA SYSTEM OF HIGHER EDUCATION  
 4505 MARYLAND PARKWAY  
 LAS VEGAS, NEVADA 89154-1033

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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**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, ("**UNLV**") and (**INSERT NAME OF COMPANY**), a (**INSERT STATE AND MANNER OF ORGANIZATION**) ("**Contractor**"), and is based on the following facts:

**RECITALS**

UNLV requires a contractor that can provide lecture capture software and services.

On \_\_\_\_\_, 2017, UNLV issued its Request for Proposal No. 697-KO (the "**RFP**") seeking proposals from qualified Proposers to provide \_\_\_\_\_ services in connection with the \_\_\_\_\_.

On \_\_\_\_\_, 2017, Contractor submitted a proposal ("**Proposal**") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on \_\_\_\_\_, 2017.

On \_\_\_\_\_, 2017, UNLV has accepted Contractor's Best and Final Offer.

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

**AGREEMENT**

**ARTICLE I**  
**TERM**

**A. INITIAL TERM**

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

**B. RENEWAL TERM**

Upon mutual written agreement this Contract may be renewed for nine (9) 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 goods and services as further described in Exhibit A, (the “**Services**” which shall include any applicable Deliverable(s)).

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

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

## ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be \_\_\_\_\_, but UNLV is not required to purchase any minimum amount. Contractor’s pricing is provided in Exhibit B.

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

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

### INSERT APPLICABLE PAYMENT TERMS-

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, and 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.

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate.

Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security.

- 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–

## UNLV RFP 697-KO

- 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 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.

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of UNLV alumni, employees, and students (collectively, "**UNLV User Data**"). Contractor acknowledges and agrees that UNLV User Data is highly sensitive and to afford it the maximum security Contractor can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Contractor must abide by and agree to UNLV's Acceptable Use of Computing and Information Technology Resources Policy provided at <http://oit.unlv.edu/about-oit/policies>. Contractor agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("**FERPA**") and the Gramm-Leach-Bliley Act ("**GLBA**") and, the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**") and regulations promulgated by the U.S. Department of Health and Human Services (the "**HIPAA Regulations**"). Contractor also agrees to comply with all laws and regulations as set forth in more detail in the HIPAA Business Associate Agreement ("**BAA**"), attached hereto as Exhibit C of this Contract which Contractor shall contemporaneously execute.

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at [informationsecurityoffice@unlv.edu](mailto:informationsecurityoffice@unlv.edu), and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware.

In the event of termination or expiration of the Contract for any reason, Contractor warrants that its systems will allow UNLV to export all UNLV customer/user data (except as prohibited by law). Contractor also agrees to destroy all confidential information and UNLV User Data received hereunder within thirty (30) days of termination or expiration of the Contract. In the event that UNLV is unable to export data (for whatever reason)

Contractor shall provide UNLV with an extract of all UNLV customer/user data (video and database) in a text-based format, such as a MySQL database export or a set of CSV files and videos in MP4 format agreed to by UNLV in writing (email acceptable) as soon as practicable, but in no event later than thirty (30) days after termination or expiration of the Contract. Within sixty (60) days of providing UNLV, the UNLV customer/user data, Contractor agrees to destroy all confidential information and UNLV User Data received except as required by law or otherwise agreed to in writing by UNLV (email acceptable).]

Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

#### **E. DEBARMENT/SUSPENSION STATUS**

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

#### **F. EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **G. GOVERNING LAW**

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

#### **H. HEADINGS AND INTERPRETATION**

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

#### **I. INDEPENDENT CONTRACTOR**

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

#### **J. MODIFICATION**

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

#### **K. NOTICES**

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

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

Contractor as follows:              **(INSERT NAME AND ADDRESS OF CONTRACTOR)**

#### **L. OWNERSHIP OF MATERIALS**

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

#### **M. TAXES, LICENSES AND PERMITS**

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

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

#### **N. TERMINATION FOR CONVENIENCE**

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

#### **O. SEVERABILITY**

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

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

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

#### **Q. WAIVER**

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

#### **R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15<sup>th</sup> of the applicable Contract year, and should contain the following information:
  - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - b) A description of the goods or services purchased; and
  - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).



3) Definitions:

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

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

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

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

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

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

**S. JOINDER**

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

**T. AUDIT**

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

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

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

#### **V. SUSTAINABILITY**

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

#### **W. NO MALWARE WARRANTY**

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

#### **X. DATA STORAGE**

All UNLV User Data stored by Contractor shall be stored in the U.S. or Canada; encrypted at rest; and logically separated from Contractor's other customer data. All UNLV User Data shall be stored by Contractor in a

SSAE 16 (or better) certified facility at the following location:\_\_\_\_\_. Contractor shall notify UNLV in writing at least five (5) days before UNLV User Data is relocated to another facility and provide UNLV with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify UNLV if the UNLV User Data has been relocated and provide the address of the new facility. Contractor shall have the capacity to leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances; to manage encryption keys on behalf of UNLV; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL or TSL (or better) encryption.

#### **Y. UPTIME**

For the avoidance of doubt and notwithstanding anything to the contrary herein, UNLV shall be entitled to terminate this Contract without penalty and be entitled to a pro-rata refund in the event that the website or online Services has less than a 99.5 % uptime for any given month or for six or more consecutive days.

#### **Z. REMOTE ACCESS**

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to 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:

\_\_\_\_\_  
(TYPE IN NAME OF APPROVER)

\_\_\_\_\_  
Date

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

**RECOMMENDED:**

BY:

\_\_\_\_\_  
Lori Temple, Vice Provost for Information Technology

\_\_\_\_\_  
Date

**APPROVED:**

BY:

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

\_\_\_\_\_  
Date