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

RFP NO. 709-DK
FOR ELEVATOR, ESCALATOR MAINTENANCE AND REPAIR SERVICES

RELEASE DATE: THURSDAY, NOVEMBER 16, 2017
MANDATORY SITE WALK: THURSDAY, NOVEMBER 30, 2017 @ 10:00AM PST
CAMPUS SERVICES BUILDING – ROOM 145
LAST DAY FOR QUESTIONS: THURSDAY, DECEMBER 7, 2017 @ 5:00PM PST
LAST DAY FOR ADDENDA : THURSDAY, DECEMBER 14, 2017
OPENING DATE, TIME and LOCATION: THURSDAY, DECEMBER 21, 2017 @ 3:00PM PST
University of Nevada, Las Vegas
Purchasing and Contracts
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

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

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

Paulette Johnson, Purchasing Analyst
Paulette.johnson@unlv.edu
Phone: (702) 895-5902, Fax: (702) 895-3859

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UNLV RFP 709-DK

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PDF Attached
### SECTION A

#### INTRODUCTION

1. **PURPOSE OF REQUEST**

   UNLV invites interested parties to submit a Proposal for **Elevator, Escalator Maintenance Repair and Services**.

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 Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer’s risk.

b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the RFP Response Form. Proposal may be considered non-responsive in the event Addenda are not acknowledged.

c) The Proposal submitted should not exceed (30) pages. Other attachments may be included with no guarantee of review.

d) All Proposals shall be typed in a font no smaller than 10 points on 8 1/2” x 11” paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

e) If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and MUST indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.

g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer’s Company shall be indicated on the spine and/or cover of each binder submitted.

h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal 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 discovers 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.

2. EVALUATION OF PROPOSALS

a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.

d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.

e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.

f) Proposals will be evaluated according to the evaluation criteria stated below:

<table>
<thead>
<tr>
<th>Weighted Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience and Qualifications</td>
<td>30</td>
</tr>
<tr>
<td>2. Approach and Plan to meet RFP Requirements</td>
<td>30</td>
</tr>
<tr>
<td>3. Cost</td>
<td>40</td>
</tr>
</tbody>
</table>

Total Possible Points
100

3. LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

4. PUBLIC OPENING OF RFP's

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

4. WITHDRAWAL OF PROPOSAL

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.
SECTION C-1
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 (1) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional (4) (1) year renewal 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 award by item, groups of items, or all items, or to reject any and all Proposals in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.

f) 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.

g) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.

h) 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.

i) 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.

j) 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) UNL V reserves the right to waive any minor informalitiy or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, 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 UNL V, 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 UNL V’s sole discretion, UNL V may require that the goods be shipped by the successful Proposer using UNL V’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 UNL V, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNL V 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 &
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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 C-2
PURCHASE ORDER TERMS AND CONDITIONS

(1) GENERAL The provision of materials, supplies and/or services by Supplier (together, the "Products") described in the UNLV Purchase Order (the "Order"), any other documents incorporated by reference, and the executed agreement, if any, constitute the "Agreement." The provision of Products is governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes vendors, suppliers, or contractors and its sub-contractors at any tier. No other terms or conditions will be binding upon the parties unless accepted in writing or set forth on the face of the Order. Performance hereunder, constitutes Supplier's unqualified acceptance of the Agreement and acknowledgment that Supplier has read and fully understands all terms and conditions.

(2) ADDITIONS/CHANGES No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the PO.

(3) RELATIONSHIP Supplier is an independent contractor of UNLV and is not an employee, partner, joint-venturer, or franchisee. Supplier will defend, indemnify and hold UNLV harmless from any claim to the contrary.

(4) PACKING & SHIPPING All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices to obtain lowest transportation rates consistent with UNLV Purchasing's shipping instructions. Order numbers must appear on all packing slips, shipping documents, labels, and invoices. "All shipments are F.O.B. destination, or for International shipments DDP destination; and time is of the essence. Supplier shall bear all risk of loss on items covered by the Order until final acceptance by UNLV.

(5) EXPORT CONTROL REQUIREMENTS Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 C.F.R. pt. 121) or in the 500- or 600-series Export Control Classification Numbers of the Commerce Control List (15 C.F.R. pt. 774), Seller will notify Buyer that such items are export-controlled. Seller will ship export-controlled items only after Buyer's Export Controls Officer has furnished written confirmation that Buyer is prepared to accept delivery of such items.

(6) INSPECTION All items covered by the Order may be inspected and tested by UNLV at reasonable times and places and with Supplier's reasonable assistance. No inspection, tests, approval (including design approval), or acceptance of items shall relieve Supplier from responsibility for latent defects, material misstatements or omissions, or Supplier's warranty obligations.

(7) INVOICING & PAYMENT Supplier shall submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of the order. Invoices are payable net thirty (30) days from UNLV's acceptance of invoice. As an entity of the State of Nevada, UNLV is tax-exempt pursuant to the Nevada Revised Statutes. The UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

(8) PROMPT PAYMENT DISCOUNT Supplier's prompt payment discount is to be calculated from date of receipt of shipment, completion of services, or date of receipt of correct invoice, whichever is later.

(9) PRICE WARRANTY Supplier warrants that the price(s) for the Products sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Supplier reduces its price(s) for such Products during the term of the Order, Supplier agrees to reduce the price(s) hereof accordingly. Supplier warrants that price(s) shown on the Order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

(10) WARRANTIES Supplier warrants that items furnished hereunder will: (i) be free from material defects in design, material and workmanship; (ii) be suitable for any particular purposes made known to Supplier in advance; (iii) substantially conform with any related sample, model, documentation, description, labeling or literature supplied by Supplier to UNLV, (iv) comply with all applicable UNLV policies and (v) substantially conform to any specific requirements of the Order. Unless otherwise agreed in writing, all hardware and items are transferred to UNLV free and clear of all liens and encumbrances. Unless designated as "reconditioned" or "used" on the Order, all Products are warranted to be new. Where applicable, Products will conform to the accessibility requirements of WCAG 2.0 AA Standards. Services are warranted by Supplier to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications.

(11) LIABILITY The Supplier, in performance of agreement shall release and discharge the Nevada System of Higher Education and the Board of Regents from liability for, and assume the risk of, loss or damage to property of the Supplier.

(12) INDEMNIFICATION Supplier will defend, indemnify, and hold harmless UNLV, its Regents, officers, employees, and agents ("Indemnities"), from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement and/or the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. Supplier shall defend, indemnify and hold Indemnities harmless from all losses, expenses (including without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind arising from any claim that the Products or use thereof, infringe any third party patent, copyrights, or otherwise violate intellectual property rights, if any. UNLV agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any such claim or action, and that UNLV will cooperate fully in such defense. UNLV retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

(13) PROPRIETARY RIGHTS AND CONFIDENTIALITY OF INFORMATION All proprietary or confidential information obtained by Supplier form UNLV in connection with the Order is received in confidence, shall remain the property of UNLV and shall be used and disclosed by Supplier only to the extent necessary for the performance of the Order. Remedies at law being inadequate, the provisions of this Section may, in addition to other relief, be enforced by a temporary or permanent injunction without necessary of posting bond. Supplier acknowledges that, pursuant to NRS 239.010, information or documents received by UNLV may be open to public inspection and copying. UNLV has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Supplier may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Supplier thereby shall have the right and obligation to indemnify and defend UNLV against third party claims for honoring such a designation. In the event a public records request is received, UNLV shall promptly give written notice of the request to Supplier and Supplier shall, within forty (40) days, provide written legal justification for not disclosing the requested information or documentation, which justification is not binding on UNLV but will be considered by UNLV before responding to the request. If no such justification is timely received, UNLV shall promptly comply with the public records request pursuant to NRS 239.
NOTICES All legal notices shall be sent certified mail, return receipt requested, to the Director of the Purchasing Office shown on Exhibit A.

INSURANCE – LIABILITY FOR INJURY INSURANCE – LIABILITY FOR INJURY Supplier shall procure and maintain the following insurance during the term of the Order: (i) Commercial General Liability Insurance including coverage for premises-operations, products-completed operations and personal injury in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate, (ii) Automobile Liability Insurance in the amount of $1,000,000 combined single limit, and (iii) Workers Compensation insurance, (iv) for professional services: Professional Liability coverage of not less than $1,000,000 per occurrence and $2,000,000 in annual aggregate, and (v) for software or cloud based services: Cyber Liability insurance with limits of not less than $1,000,000 per occurrence and an annual aggregate of $2,000,000. The Supplier shall provide UNLV with certificates of insurance evidencing the required insurance prior to the effective date of the Order. UNLV shall be named as an additional insured.

CHOICE OF LAW & FORUM The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in a court of competent jurisdiction in the county in which the work is performed or the ordered goods are delivered, and Supplier hereby expressly consents to the jurisdiction of said court. The United Nations convention on contracts for International sale of goods and the Unfair Contracts Act in the United Kingdom shall not apply to this agreement. 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 Nevada Revised Statutes ("N.R.S.") Chapter 41.

COMPLIANCE WITH LAWS & POLICIES In performance of the Order, Supplier shall comply with any and all applicable federal, state, and local laws, rules, ordinances and regulations ("Laws"), and all materials, work, and/or services furnished hereunder shall be produced or furnished in full and complete compliance therewith. Without limiting the foregoing, Supplier shall comply with the requirements of the Secretary of State relating to business licenses.

RECOVERY OF FEES AND COSTS In the event that UNLV is required to take legal action to enforce its rights under this Purchase Order, UNLV shall be entitled, as a prevailing party, to recover its full attorney's fees and costs. This provision applies to all forms of legal action, including but not limited to mediation, arbitration and litigation.

TERMINATION UNLV may at any time by written notice suspend or cancel the Order or any part thereof without cause. An equitable adjustment in price and/or delivery schedule, as determined by UNLV in good faith, for Products completed or in process will be paid to Supplier. In the event of Supplier's default hereunder, UNLV may exercise any or all legal rights available, at law or in equity. A breach or default may be declared with or without termination. The Supplier's obligations that by their terms would ordinarily survive a termination of the PO shall survive.

FORCE MAJEURE Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent and for which said party gave notice...

SEVERABILITY Any part, provision, representation or warranty expressed herein that is prohibited or held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Any such instance of unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.

SOFTWARE & DATA Supplier shall use commercial anti-virus software to remove viruses capable of being detected in software prior to shipping. Supplier must safeguard all information of a personal or confidential nature that the Supplier has access to through work with software or data. All software and electronic equipment must meet the applicable accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, Section 508 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.

HAZARDOUS SUBSTANCE AND ENVIRONMENTAL LAW "Hazardous Substance" means, hazardous substance as defined by applicable law. Supplier shall notify UNLV in writing prior to delivery of every article ordered or supplied under the Order or stored or used by Supplier on UNLV property that contains Hazardous Substances and provide the Material Safety Data sheets therefor. Hazardous substances shall be conspicuously labeled and properly handled and disposed of at all times, in accordance with Laws. UNLV shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto UNLV property by Supplier.

PCI SECURITY COMPLIANCE The Supplier must comply with the Payment Card Industry Data Security Standard (PCI DSS). The PCI Data Security Standard requirements apply to all payment card network members, merchants and service providers that store, process or transmit cardholder data. The requirements apply to all methods of credit card processing; the most comprehensive and demanding of which apply to e-commerce websites, and retail POS systems that process credit cards over the Internet. PCI official website at: https://www.pcicardindustry.org.

NON-DISCRIMINATION IN EMPLOYMENT Supplier shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Supplier shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, gender, sexual orientation, gender identity, veteran's status, religion, age, disability, race, color, creed, ethnicity, or national origin. Supplier shall comply with and shall require all subcontractors to comply with all applicable federal, state and local laws and executive orders regarding employment.

CERTIFICATION REGARDING DEBARTMENT, SUSPENSION OR INELIGIBILITY FOR AWARD The Supplier certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or is in receipt of a notice of proposed debarment from any federal or state agency or local public body.
Section C-3
TERMS APPLYING TO FEDERALLY FUNDED ORDERS

FEDERAL FUNDING UNLV is a recipient of federal funds from various federal agencies. For Agreements funded with Federal Government Contract funds, Supplier shall comply with and agrees to flow-down to all subcontracts the following provisions, as amended, which are incorporated herein by reference. Without limiting the foregoing, compliance includes filing of any required certifications.

The following provisions apply regardless of the amount of the order:

1. Prohibition of Segregated Facilities FAR 52.222-21
2. Previous Contracts & Compliance Reports FAR 52.222-22
3. Hazardous Material Identification and Material Safety Data (when applicable) FAR 52.223-3
4. Restrictions on Certain Foreign Purchases FAR 52.225-13
5. Restrictive Markings on Technical Data (when applicable) DFAR 52.227-7013
8. Equal Employment Opportunity 41 C.F.R. Part 60; Executive Order 11246; Executive Order 11375.

The following provisions apply if the amount of the order exceeds $2,000.00

1. Davis-Bacon Act 40 U.S.C. 276a to a-7; 29 CFR 5

The following provisions apply if the amount of the order exceeds $10,000.00:

1. Walsh-Healey Public Contracts Act FAR 52.222-20
2. Equal Opportunity FAR 52.222-26
3. Affirmative Action for Workers with Disabilities FAR 52.222-36

The following provisions apply if the amount of the order exceeds $25,000.00:

1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters obtained prior to award FAR 52.209-5
2. Affirmative Action for Special Disabled and Vietnam Era Veterans FAR 52.222-35
3. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-37
4. Clean Air and Water FAR 52.223-2
5. Debarment and Suspension; Executive Orders 12549 & 12689; 2 CFR 180

The following provisions apply if the amount of the order exceeds $100,000.00:

1. Anti-Kickback Procedures FAR 52.203-7
2. Limitations on Payments to Influence Certain Federal Transactions FAR 52.203-12
3. Audit and Records - Negotiation (if order was entered into by negotiation) FAR 52.215-2
4. Utilization of Small Business Concerns FAR 52.219-8
5. Drug-Free Workplace FAR 52.223-6
6. Toxic Chemical Release Reporting FAR 52.223-14
7. Authorization and Consent FAR 52.227-1
8. Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.227-2
9. Responsibility for Supplies FAR 52.246-16

The following provision applies if the amount of the order exceeds $500,000.00:

Small Business Subcontracting Plan (does not apply to small business concerns) FAR 52.219-9

The following provision applies if the amount of the order exceeds $550,000.00:

Price Reduction for Defective Cost or Pricing Data (if order was entered into by negotiation, when applicable) FAR 52.215-12, FAR 52.215-13
SECTION D
SCOPE OF WORK

ELEVATOR, ESCALATOR MAINTENANCE AND REPAIR SERVICES

Contractor will be required to furnish all parts, materials, chemicals, tools, software, equipment, transportation, labor, insurance, and supervision required to inspect, maintain, service, and repair all elevators, escalators, dumbwaiters, wheelchair lifts and stage elevators for UNLV of Nevada Las Vegas Maryland Campus, Shadow Lane Campus, Athletics Facilities, Campus Housing, and all other facilities as determined by UNLV during the term of this Agreement.

Contractor shall utilize only trained, qualified, licensed, state certified and technically skilled journeymen directly employed and supervised by the Contractor. All supervision, repair parts, consumable materials, equipment, tools (hardware and software), and all expense items required to perform maintain, repair or service elevators, escalators, dumbwaiters and/or lifts covered by this Agreement shall be included unless otherwise specified.

Elevators, escalators, dumbwaiters and lifts in use on all UNLV properties were manufactured by various companies and may include generic and proprietary components. The Contractor will be required to maintain all of the equipment regardless of age, manufacturer, and the nature of the components (generic or proprietary) without exception. All equipment and/or tools required for maintaining the units identified herein or subsequently added is the sole responsibility of the Contractor.

The Contractor will be required to accept the equipment "as is" and may not claim the existence of a “pre-existing condition” to limit its maintenance responsibilities. Costs, if any, to bring existing and or added equipment to Contractor standards are to be incorporated into and reflected in the monthly cost provided in the Cost Proposal.

Labor pricing shall be proposed based on the services of a full-time, 40 hour per week “in-house” elevator technician to perform maintenance, repair and service work. The technician is to be named and will serve as UNLV's exclusive elevator services technician for all properties listed in this scope of work throughout the term of the Agreement. The named technician is expected to work exclusively on UNLV properties except in extreme circumstances where they need lend their services elsewhere, at which time they must secure UNLV’s express permission to do so. The technician will inform UNLV whenever such circumstances arise and will provide alternative names and contact information for obtaining service. The Contractor will reserve the right to use technicians of their choosing as fill-ins for vacations and illnesses, as the on-call technician during off-hours, or whenever the assigned technician requires additional help. Should the assigned technician terminate employment before the term of this Agreement has expired, the Contractor must notify UNLV in writing with the name of the new permanent replacement technician. UNLV reserves the right to interview the Contractor’s assigned technician. If there are concerns about the qualifications or performance of the assigned technician, UNLV shall have the right to request a replacement.

NOTE: The Contractor providing a full-time, in-house, 40 Hour dedicated service technician means no charges will be incurred for vandalism or misuse required to be corrected during normal working hours, except for materials, if required.

UNLV does not advocate the use of time-based, meter-based or remote monitoring systems, sensors or components as the sole determining factor for dispatching technicians to perform PM’s, inspections and other work, or as a substitute for daily in-person observations and actions. A large part of the technician's 40 hour work week will be spent performing housekeeping activities, on-site inspections and monitoring to determine current equipment condition and operation, detect problems and anomalies, and take immediate action as appropriate. UNLV believes this proactive type of maintenance helps reduce downtime, improves equipment reliability, and provides the level of service our campus community demands. Price quotes should reflect this mode of operation.
UNLV RFP 709-DK

From time to time, UNLV will need to procure elevator, escalator, dumbwaiter and lift services for work outside the scope of this agreement consisting of new construction activities, renovations, modifications, or modernizations to existing units. UNLV can opt to utilize the services of the contracted Contractor for such work without formal bid so long as quoted prices are proven to be consistent with the current pricing structure of this agreement and the amount to be paid for the work does not require a formal solicitation. UNLV will always reserve the right to solicit bids and services from other elevator service providers as needs warrant and as State regulations mandate.

LICENSE REQUIRED
Each proposing organization is required to hold the appropriate State of Nevada licenses and certifications as required for performing the services specified herein. The successful vendor will be required to maintain these during the term of this Agreement. Contractor is required to hold a license from the State of Nevada Contractor’s Board in good standing. University shall be notified within 90 days of Contractor’s License expiration date. Failure to renew expired license within the State of Nevada renewal period may result in termination of the Agreement.

WORK NOT COVERED BY AGREEMENT
Contractor shall not be required under this agreement to install new attachments as may be recommended or directed by insurance companies, Federal, State, Municipal or Governmental authorities, subsequent to the date of this agreement, unless compensated for such installation. Contractor shall not be responsible for the following work:

1. Repairs due to negligence, accident, misuse or vandalism of the equipment by other than the Contractor, his employees, sub-Contractors, servants or agents, or other causes beyond the Contractors control, except for ordinary wear and tear and the daytime vandalism exception noted in the Scope of Work. UNLV must be notified in advance of any work that may involve additional cost and be provided with a cost estimate. Price quotes must be consistent with the provisions contained herein. Work cannot commence until the Contractor receives approval from UNLV to do so.

2. Repair or replacement of building items, hoistways or machine room walls and floors, car enclosures, car finish, floor materials, telephone equipment, signal faceplates, underground feedlines, underground casings, underground wiring or conduits.

3. Main line and auxiliary disconnect switches, fuses and feeders to the control panels.

4. Lighting for machine/equipment room illumination.

5. Five year full load safety tests.

6. Replacement parts of a different design if the replacement request is originated by UNLV as an improvement or modernization.

7. Servicing of car enclosures (including removable panels), door panels, plenum chambers, hung ceilings, light diffusers, mirrors and carpets, and hoistway enclosures.

Contractor must notify UNLV should work be required due to any of the above conditions.

Contractor shall maintain existing system to its as-built design unless otherwise directed by University.

PERFORMANCE SCHEDULE AND SEQUENCE OF WORK
1. Contractor shall commence maintenance on each piece of equipment on the effective date of the Contract.

2. Contractor may be asked to perform additional work as requested from time to time by University’s written authorization. UNLV will provide a detailed description of work to be performed. Contractor will provide an estimate of cost, based on the agreed to hourly rated and % mark-up on parts, for performing non-Agreement work. Contractor’s authorization to commence and invoice work shall be an approved University purchase order.
3. Contractor will perform all equipment PM's, checks, inspections, housekeeping duties and other work in accordance with industry standards, state regulations, and in-person observations on all UNLV Properties. Time-based, meter-based or other types of remote monitoring techniques used in the industry to dispatch technicians for such work will not be accepted as a substitute for daily in-person observations and actions. PM, inspection and log completion frequencies will be done in accordance with industry standard and state regulations. Housekeeping will be done as frequently as needed to keep units clean, functioning properly, and suitable for the riding public. Technician must complete all State OSHA Maintenance Control Program forms and all vendor Maintenance Logs on-site. Vendor Maintenance logs must also be kept in elevator control rooms at all times.

WORK ORDERS
Contractor must reconcile all open work orders generated by Facilities Management staff from their Computerized Maintenance Management System (CMMS) on a periodic basis. Reconciling these documents a history of work performed on call-outs by Contractor's personnel on UNLV's premises at the time work was requested. Contractor will also be asked to document any preventative maintenance work as well as state mandated inspections and tests performed per the provisions of this Agreement. Contractor shall make arrangements to visit the designated office twice per month to reconcile the report.

A work order for a service call that Contractor believes to be outside of the scope of services and therefore billable, must include an explanation for such determination. Absent a valid explanation, the work order shall be deemed within the scope of services and any invoices therefor shall be rejected.

DESIGNATED CONTACT
The designated contacts for questions pertaining to PM's, emergency services, routine service and equipment shall be addressed to the following people of the various Elevator Inventory Groups (A-K). These groupings also dictate how monthly invoicing is to be organized. Designated Contacts may be changed by written notice (e-mail acceptable).

Contact the UNLV Public Safety Office if the primary Designated Contact is not available for Inventory groups A through K.

Public Safety Office*
Dispatcher
702-895-3668

Elevator Inventory Groups

Group A: UNLV Main Campus State Supported Facilities
Michael Bailey, Assistant Director of Facilities
702-895-1193

Group B: Sam Boyd Silver Bowl
Jeff Chalfant, Stadium Manager
702-895-4974

Group C: Lied Athletics Bldg/Eller Media Stadium
Matt Ewing, Associate Facility Director
895-1044

Group D: Cox Pavilion/Mendenhall Center
Matt Ewing, Associate Facility Director
895-1044

Group E: Thomas & Mack Center
Matt Ewing, Associate Facility Director
895-1044
Group F:  
**Student Union**  
Keith McMath, Asst. Director, Student Union  
702-956-4288

Group G:  
**Student Recreation & Wellness Center**  
Brandon Derosha, Asst. Director  
702-774-7122

Group H:  
**Student Life Residence Halls (Dorms)**  
On-Call Coordinator  
702-210-1082

Group I:  
**Shadow Lane Campus**  
Kevin Raschko, Assistant Director of Facilities  
702-774-2389

Group J:  
**Environmental Protection Agency**  
Michael Bailey, Assistant Director of Facilities  
702-895-1193

Group K:  
**System Computing Services Building**  
Michael Bailey, Assistant Director of Facilities  
702-895-1193

**KEYS**
A set of building keys is maintained at the Dispatch Office in the UNLV Public Safety Department Building on Harmon Avenue that is open 24-hours per day, seven days per week. After normal duty hours, weekends, and holidays, elevator Contractor technicians are required to stop by the UNLV Public Safety Department Dispatch Office and check out any needed keys at the time they are responding to service calls and/or performing routine or special maintenance. Such keys will not be issued to the elevator maintenance Contractor on a permanent basis.

**PARKING PERMITS**
The Contractor shall be responsible for purchasing an annual vendor parking permit per vehicle used on campus. Parking permit prices are subject to change each year and are set by UNLV Parking Services. All drivers/users must be familiar with the vehicle operational policies that are located on the Contractor Permit application form and University's Rules and Regulations. The permit allows the Contractor to park as close as reasonable on improved surfaces adjacent to the building in which work is being performed. Parking is prohibited in handicapped parking zones unless the Contractor has an authorized handicapped parking vehicle registration. Parking in designated fire lanes is authorized so long as the fire lane is not blocked and a twelve (12) foot wide clearance for fire protection vehicles is maintained. The Contractor shall not park in any "RED ZONE" at any time. Parking in specifically reserved parking spaces for UNLV VIPS is prohibited. Contractor is subject to and responsible for any tickets and fines incurred as a result of vehicle rules violations and infractions.

Contractor can opt to purchase and maintain a golf cart for use on the Maryland campus. The cart must be examined and registered by the UNLV Administrative Service Dept. All cart operators will be subject to the provisions of UNLV’s Cart Safety program located on the Risk Management website at [http://rms.unlv.edu/occupational/cart](http://rms.unlv.edu/occupational/cart). Contractor will also be responsible for the cost of all cart maintenance, repairs and services. Carts can be stored overnight in the parking area behind the Campus Services Bldg. and charged on the existing cart rail for no charge.

**PARKING AREAS**
UNLV RFP 709-DK

There are several improved surfaced areas at UNLV on which no vehicular traffic is allowed and are marked as such. The Contractor is responsible for becoming familiar with these locations. Areas include, but may not be limited to:

1. Pida Plaza: Located on the north side of the Moyer Student Union.
2. Landscaped Areas: All landscaped areas are off limits to vehicle traffic and parking.
3. Campus malls and other areas where signs indicate no vehicles are allowed.

**ESCORTS**

UNLV will not provide escorts to Contractor's personnel for routine and/or service call work on conveyance equipment. Escorts will be provided if special work warrants it, if particular areas/buildings on campus are cordoned off from public access for any reason, or if restrictions have been imposed by Parking Services. Such personnel are responsible for familiarizing themselves with the location of all conveyance equipment, equipment rooms, and access thereto. Campus maps are available for this purpose.

**SPECIAL NOTE REGARDING THOMAS AND MACK CENTER & COX PAVILION**

THE THOMAS AND MACK CENTER & COX PAVILION (ELEVATOR INVENTORY GROUP D) HAVE UNIQUE REQUIREMENTS IN THAT MAJOR USE OF ELEVATORS AND ESCALATORS IS OFTEN DURING A SCHEDULED EVENT. EVENT TIMES GENERALLY RANGE FROM 6:00 PM UNTIL 12:00 AM (MIDNIGHT). THE CONTRACTOR MUST PERFORM MAINTENANCE WORK AROUND THESE EVENTS AND BE AWARE THAT CALLOUTS COULD OCCUR BEFORE OR DURING EVENTS.

**ELEVATORS ADDED TO SERVICE AGREEMENT**

New elevators, escalators and lift equipment pursuant to other construction contracts may be added to the elevator services agreement once UNLV takes official possession of them. It is possible that equipment built into newly constructed buildings may include short-term maintenance agreements by the manufacturer or installer as part of the purchase. Elevators, escalators or lifts that include such agreements will not be added to the elevator services Agreement until they expire. However, the Contractor is expected to answer calls for trapped riders in these units and assist with their extraction. Additionally, UNLV reserves the right to include such equipment to the elevator services agreement only if it's deemed to be in the best interest of UNLV.

The Contractor will be required to perform maintenance services to all equipment added to the elevator services agreement as agreed to by the Contractor and UNLV. The cost of maintenance services per added elevator, escalator and/or lift will be determined as follows:

1. If Contractor had submitted a price in the Proposal for a unit of the same brand, model, size and functional type, this price will apply to the addition or;

2. If the unit to be added is dissimilar or unique to existing units, a supplemental cost proposal (based upon the rates provided in the Proposal) will be submitted by the Contractor for the equipment to be added for consideration by UNLV.

**TECHNICAL REQUIREMENTS**

**PREVENTIVE MAINTENANCE – ELEVATORS, DUMBWAITERS AND LIFTS**

Contractor shall, a minimum of once a month, systematically examine, clean, lubricate and adjust all elevator equipment. All pits and car tops will also be cleaned a minimum of once a month. Machine rooms shall be kept clean at all times. Elevator hoistways shall be cleaned once a month. All indicator lights and signal gongs will be inspected and replaced as required at a minimum of once a month. Motors will be non-destruct tested once per year using a Megger to determine insulation resistance. Results will be documented and trend analyses performed to predict when replacement prior to failure is appropriate. Machine room equipment and floors shall be painted a minimum of once per Agreement term and shall be completed within 180 days of commencement of the Agreement and maintained in a manner acceptable to UNLV. Completion of these requirements will be regularly communicated through email with both UNLV Facilities Management and the units Inventory Group contact. All preventive maintenance and adjusting shall meet the minimum standards established by the Original Equipment Manufacturer of the elevator equipment.
PREVENTIVE MAINTENANCE – ESCALATORS

Contractor shall regularly and systematically examine, clean, lubricate and validate proper adjustment of all escalator components and adjust when needed. Pits will be cleaned a minimum of once per month. All chains will also be lubricated a minimum of once per month. Motors will be non-destruct tested once per year using a Megger to determine insulation resistance. Results will be documented and trend analyses performed to predict when replacement prior to failure is appropriate. Escalators will undergo a complete inspection and cleaning once per year, including the steps. Steps will be removed and examined for safety, wear and defect prior to re-installing. Completion of these requirements will be regularly communicated through email with both UNLV Facilities Management and the units Inventory Group contact.

REPAIR AND REPLACEMENT

Contractor shall repair or replace at no cost to UNLV any worn and or defective equipment including but not limited to the following:

A. Elevators

1. Machine, worm gear, thrust bearings, drive sheave, shaft bearings, brake pulley, brake coil, brake contact, linings and component parts.
2. AC and DC motors and generators, motor windings, rotating elements, commutators, field coils, brushes, brush holders, and bearings.
3. Selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape, traveling cable, other mechanical or electrical operating equipment, including printed circuit boards.
4. Governor sheaves and shaft assemblies, bearings, contacts, governor jaws, governor cable and car safeties.
5. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, compensating sheave assembly, counterweight, hoist ropes, compensating ropes and chains, load weighing equipment, car frame, car safety mechanism, platform and all car and counterweight shoes or roller guides.
6. Door operator, clutch assemblies, pick up rollers, interlocks, hoistway door hangers, bottom door guides, safety edges, door detectors, electric eyes, astragals, auxiliary door closers, position indicators, push buttons, access switches, inspection stations and car top fans, emergency light unit and battery.
7. Elevator pump, motor, motor windings, plunger, plunger packing, V-belts, strainers, valves, scavenger pumps, return lines, zero pressure valves, mufflers, and hydraulic fittings and seals.
8. All parts required for the elevators, dumbwaiters, wheel chair lifts and stages listed within this agreement are included as part of the agreement unless they are specifically excluded herein.
9. No flexible hoses shall be used in lieu of rigid piping having properties such that a safety factor not less than that calculated per 8.2.8.5 ASME 17.1 – 2000 is achieved.

Note: Brake and sheave assemblies are to be cleaned and adjusted quarterly.

B. Escalators

1. Escalator steps, step treads, comb plates, step frames, axles, bearings, step chains, chain rollers, main drive chains, chain sprockets, handrail inlet doors, step chain track and brushes.
2. Sensing devices such as skirt switches, slack chain switches, overspeed, non-reversing, handrail inlet and brake switches.
3. Controller components including relays, solid state components, starter relays, control fuses, and printed circuit boards.
4. Demarcation strips, lights, and skirt lights.
5. Inspection stations, key switches, alarms, caution and restrictive decals, stop switches and covers.
6. Drive motor (stator and rotor), drive motor bearings, windings, drives sprockets and seals.
7. Newel sheave bearings, seals and newels.
8. Handrails, handrail guides and drive chains.

PARTS INVENTORY REQUIREMENTS (ELEVATORS AND ESCALATORS)
Contractor agrees to the following requirements and authorization of parts used in the Work:

1. Major Components Parts (Electrical): Motor and generator armatures are to be readily available. Should field coils and armatures be rewound or repaired by a qualified motor rewind shop, Contractor must cause the repairs to be completed within five (5) working days.
2. Major Component Parts (Mechanical): If Contractor does not have machine gears, frames, sheaves, cabs, rails and similar mechanical components in stock, Contractor must provide University with current information of sources for these items which can be obtained within two (2) working days.
3. Special Electrical Parts: Contractor acknowledges that elevator control systems contain solid state printed circuit modules. Contractor agrees to maintain in inventory a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur. SCR Drive Components are to be inventoried in the Contractor's warehouse.
4. Job Materials Inventory: Contractor shall maintain a supply of contacts, coils, generator and motor brushes, lubricants, wiping cloths and minor parts in each elevator machine room, properly stored in an approved parts cabinet.
5. Diagnostic/Communication Tools: Contractor agrees to obtain and maintain any and all diagnostic and/or communication tools including software and hardware necessary to determine the condition of elevators and escalators and provide maintenance.
6. Spare Parts Inventory: Contractor shall maintain a supply of genuine Original Equipment Manufacturer (OEM) replacement parts in their warehouse inventory. This inventory will include, but not be limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector tapes, door hangers, rollers, hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.
7. Replacement Parts Policy: Contractor will not alter equipment parts and OEM design with other manufacturers' parts or design unless OEM has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the OEM but supplied to the OEM as part of their overall product may be acceptable if said part is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from UNLV or UNLV's representative, may be used in lieu of OEM parts.
8. Diagnostic Tools: On any elevator requiring a diagnostic tool for service, repair or adjusting, the Contractor agrees to have this tool and one set of spare boards readily available, as required for the entire term of this Agreement. Any board that is used out of this stock will be replaced within 48 hours.
9. Escalator step and/or step treads, combs and sensing devices shall be kept in stock. Contractor must provide UNLV with information of sources for handrails and their availability.

MODIFICATIONS APPROVALS
Should Contractor request or wish to make any change, modification, or addition to the existing elevator equipment, Contractor must submit a written “Request to Modify” proposal to UNLV for Approval. A “Request to Modify” must state the reason why Contractor wishes to change a component. Complete information of the new proposed component and a guarantee of responsibility by Contractor for said component changes are required.

CODE TESTING REQUIRED
Contractor shall perform all State, Local and ASME A17.1 required testing as applicable. Such testing shall include, but not be limited to, full load, no load, and hydraulic load tests on elevators and the annual test and inspection of escalators. Only those Codes that are in force at the time this agreement is signed are applicable.
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ASME A17.1 (Latest edition): Contractor shall test Fireman’s Return Phase I and II, a minimum of once a year, and notify University prior to conducting such test. Any and all required corrections shall be the responsibility of the Contractor and shall be corrected at no additional charge to UNLV (Contractor will not be responsible for smoke/heat lobby detectors or fire alarms systems).

Contractor is required to retain their own State of Nevada Authorized Special Inspector from the State of Nevada list of Authorized Special Inspectors—ONLY (see Exhibit C) to witness testing in compliance with state enforcement requirements. The contractors state authorized special inspector shall be accessible by UNLV to be scheduled and present for inquiries related to any tests/inspection results that are required for upkeep of operating permits. Contractor will itemize the cost of inspection services as a per unit amount separate from agreed upon maintenance pricing. Any violations found by the state authorized special inspector must be supported by code reference and if the remedy to the violation is found to be outside of this RFP scope, UNLV may seek competitive bids for the work.

ELEVATOR FIRE SERVICE SYSTEMS TESTING
Contractor shall perform monthly testing of elevator fire service systems and maintain documentation at each elevator as required by the Nevada State Licensing Department.

COMMUNICATIONS SYSTEM TESTING
Contractor shall perform monthly testing of elevator communications systems, insuring they work properly and report to the Public Safety Office or other approved reporting point. Contractor shall notify the Facilities Management Department when repairs are needed to these systems.

PERFORMANCE REQUIREMENTS
The Contractor agrees to maintain the minimum requirements of each elevator, dumbwaiter, wheel chair lift and stage as described per the original manufacturer’s original installation criteria. This pertains to:

1. Brake to Brake Time (Seconds)
2. Floor to Floor Time (Seconds)
3. Door Open Times (Seconds)
4. Door Close Times (Seconds)
5. Hall Call Dwell Time (Seconds)
6. Door Pressure (Pounds)
7. Performance Times Up (Seconds)
8. Performance Times Down (Seconds)
9. Nudging (Seconds)

Note: (Performance Times are measured from doors start to close, car travels one floor and doors 3/4 open at floor)

In accomplishing the above requirements, Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Door operation shall be quiet and positive, with smooth checking at the extremes of travel. Contractor shall assign a supervisor to examine all equipment semi-annually, as a minimum requirement. Results of the inspection shall be submitted to UNLV within thirty (30) days from completion of Supervisors inspection.

TROUBLE CALL SERVICE
The Contractor will furnish trouble call service:

1. Monday through Friday 8:00 AM to 5:00 PM (regular hours), and
2. After regular hours as required.
   UNLV will pay the premium portion of the hourly cost of labor for trouble calls after normal working hours. Contractor will be responsible for the “Straight Time” portion of hourly labor costs under both 1 and 2 above.
3. Misuse or vandalism calls – Monday through Friday, 8:00 a.m. – 5:00 p.m. will not be billed except for materials and/or special crews, if required (this assumes a full time service technician is assigned to UNLV as is required by this RFP).
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4. Any trouble service call, logged within regular hours, will be dispatched by the contractor regardless of contractor’s internal Overtime rules; especially in the event that a unit would be non-responsive or shut-down overnight as a result.

Note: Travel time shall not be included and Overtime hours shall reflect only the time spent at the job site.

SERVICE CALLS/RESPONSE TIME
Contractor shall have a mechanic at the job site within fifteen (15) minutes of any trouble call request made by UNLV during regular business hours and within one (1) hour during off hours. In the event of an “occupied” condition, Contractor shall make every effort possible to respond directly and within five (5) minutes during regular business hours and within thirty (30) minutes during off hours. UNLV reserves the right to engage university technicians, Police Services, and the Clark County Fire Department to expedite the extraction of passengers.

The Contractor is required to notify the Designated Contact and/or originating office of the service call when the elevator/escalator/lift is taken off-line and the reasons why. Contractor will also notify the Designated Contact when the unit is returned to service. Any unit left off-line for periods greater than 8 hours will require the Contractor to provide UNLV with an estimate as to the duration of the shutdown.

HOURS AND MANNER OF WORK
1. Regular Working Hours: All preventive maintenance, inspections, repairs, routine adjusting and services shall be performed Monday through Friday from 8:00 AM to 5:00 PM. Elevators cannot be removed from service without the permission of UNLV.

2. Normal Service Days: Currently, these are considered to be Monday through Friday, excluding holidays. Contractor and UNLV shall jointly determine such days of the week should changes to schedules and working conditions be warranted. Changes to this schedule cannot be made without the prior consent of UNLV.

3. Contractor will provide a PM schedule based on each elevator inventory groups needs to include scheduled maintenance on weekly/monthly/quarterly/annual/agreement periods. Each visit to an elevator, whether scheduled or not, will be communicated by email to Facilities Management and the named contact of the elevators Elevator Inventory Group. This communication will allow UNLV to reconcile the contractors approved PM schedule throughout the duration of the contract.

MACHINE ROOM LOGS
The Contractor shall provide and keep current, dated on a per visit basis, the following logs which will be located in the appropriate elevator machine rooms, or in the case of dumbwaiters, wheelchair lifts and stages, the logs will be located in the closest elevator machine room. Escalator logs will be kept in a packet affixed to the individual controllers.

1. Maintenance Logs: This log will be provided for each elevator, dumbwaiter, escalator, stage and chair lift. The Contractor will check off all work completed during each maintenance visit. The check means inserting the date in the area indicating what task was performed.

2. Trouble Call/Repair Logs: This log will be provided for each elevator, dumbwaiter, escalator, stage and chair lift. Each trouble call answered shall be logged on the appropriate machine room Trouble Call/Repair Log including the corrective action taken, and dated. All repairs and/or adjustments performed on the elevators shall be logged with the description of the repair and/or adjustments with the date that the work was performed.

3. Fire Recall Log; Phase I and Phase II: This log will be provided for each elevator that has Fireman’s Service. Each elevator that is equipped with Fireman’s Service will be tested on Phase I and Phase II, if the elevator is equipped with Phase II. The date of the test shall be recorded. The Contractor will not be held responsible for the lobby smoke detectors.
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All repair work completed on each of the units listed herein will be listed on the trouble call log. Any special logs provided by UNLV shall also be signed by the Contractor. The Contractor may be requested to review the trouble call logs with UNLV's representative for this property at any time. The Contractor will make time for this in a reasonable manner as requested.

MODIFICATION AND UPGRADES
Modifications and/or door replacements and removal of door protective devices shall be in accordance with sections 2.27.3 through 2.27.8 and sections 2.13.4.2.1 through 2.13.5.4 of the ASME A17.1-2000 code (This code date will be upgraded as new codes are published). The Contractor will be required to submit a written and signed confirmation to UNLV upon completion of the rework that authenticates conformance to the code prior to submitting an invoice for said work.

WIRING DIAGRAMS
The as-built wiring diagrams for this project are the property of UNLV and are to remain on the jobsite at all times. Any circuit changes, upgrades or modifications to the system shall be noted on the wiring diagrams. Failure to comply with this requirement may result in termination of this agreement.

If the Contractor’s services are terminated, the Contractor must provide UNLV with the corrected, updated wiring diagrams at no additional cost. Final payment to the Contractor will be withheld until this requirement is met and any costs incurred as a result of Contractor's failure to provide such diagrams shall be the responsibility of Contractor.

REMOVAL OF RUBBISH AND USED PARTS
The Contractor shall remove from the facility all rubbish generated in performing the work specified by this Agreement. Any part or component of a vertical transportation system that is removed and replaced under the terms of this agreement shall become the property of the Contractor and, as such, shall be promptly removed from the premise at the Contractor's expense. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, City, State and Municipal environmental regulations. The Contractor accepts all liability that may result from disposing of said material(s) including any hazardous materials. Materials shall not be disposed of at job site.

NEW CONSTRUCTION REVIEWS
The Contractor shall assist the Facilities Management and Planning and Construction Departments as requested with schematic and drawing reviews for new construction or as other needs arise. The Contractor will lend their expertise to insure that all UNLV specifications are being adhered to, that building designs include appropriate and adequate structure, space and support equipment for new units, and that all safety and regulatory codes are being addressed. Additionally, the Contractor will help insure that UNLV is specifying appropriate units for their proposed use, that such units can be easily maintained by the Contractor in a cost effective manner, and that the best interests of UNLV are being considered.

SAFETY TESTS
Annual safety tests (hydraulic and traction) are included in the Service Agreement as part of the quoted price per unit in the pricing schedule.

The cost of 5 year Safety Load Tests (traction and hydraulic units with rupture valves only) are an additional expense to be borne by UNLV per State requirements each instance per unit.
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 may 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, (Facilities), (“UNLV or UNLV”) and (INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY] (“Contractor”), and is based on the following facts:

UNLV requires a contractor that can provide Elevator, Escalator Maintenance and repair and related services.

On ______________, 20__, UNLV issued its RFP No. ____ (the “RFP”) seeking proposals from qualified contractors to provide _______ services in connection with the ________.

On ______________, 20__, Contractor submitted a Proposal in response to the RFP. The Proposal was later modified by Contractor’s “Best and Final Offer” on ______________, 20__.

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 1 year, unless otherwise terminated in accordance with this Contract (“Initial Term” or “Term”).

B. RENEWAL TERM

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

C. CONTRACT EXTENSION

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

Contractor shall provide the following services; Elevator, Escalator Maintenance and Repairs.

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) 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.

ARTICLE III
CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract

1) [shall not exceed X (INCLUDE COST OF EXPENSES)]

OR

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

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

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

Except as otherwise agreed to in writing, travel expenses shall not exceed $XXX. All travel invoices must be accurate, include no mark-up by Contractor, and be substantiated by receipts.

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.

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) “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.

5) 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.

6) 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.

7) Ensure the Primary Policy complies as follows—

- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.

- Any insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.

8) 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.

9) 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.

10) 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);

- 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 action, 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
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UNLV and shall indemnify UNLV for any acts or omissions of any Subcontractors hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

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

G. GOVERNING LAW

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

H. HEADINGS AND INTERPRETATION

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

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

J. MODIFICATION

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

K. NOTICES

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

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

Contractor as follows:

(INsert NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

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

M. TAXES, LICENSES AND PERMITS

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

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

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

O. SEVERABILITY

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

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

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

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (“MWDBE”) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.

2) If the purchase of goods or Services is anticipated to exceed $1,000,000 at any time during the life of the Contract, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:

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

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

3) Definitions:

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

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

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

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

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

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

**S. JOINDER**

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

T. AUDIT

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

U. 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.

V. 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.

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

APPROVED:

BY:

Vendor Name/Title

Date

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

RECOMMENDED: