



PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)

REQUEST FOR QUALIFICATIONS No. 491-EJ
FOR
PRINTING SERVICES

RELEASE DATE: October 19, 2009
LAST DAY FOR QUESTIONS: October 26, 2009 @ 5:00 PM, Local Time
LAST DAY FOR ADDENDA: October 29, 2009 @ 5:00 PM, Local Time
DEADLINE FOR SUBMISSION OF REQUEST FOR QUALIFICATIONS:
DATE, TIME and LOCATION: Wednesday, November 4, 2009 @ 3:00 PM Local Time
University of Nevada, Las Vegas
Purchasing Department
4505 S. Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed submittals, one original and five copies, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. All submittals must be received on or before this date and time to be considered. Submittals may be mailed to the address above.

Or hand delivered to UNLV Purchasing Department located in the Campus Services Building, Room 235, on the UNLV main campus. Please go to http://maps.unlv.edu/ to view a map of the UNLV campus.

Should you have any questions regarding this Request for Qualifications, fax or e-mail your questions by 10/26 directly to:

Ericka K. Jeschke, Buyer
Ericka.Jeschke@UNLV.edu
(subject line: RFQ 491-EJ Printing Services)
Phone: 702.895-1263 Fax: 702.895-3859

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SECTION A
INTRODUCTION

1. PURPOSE OF REQUEST

The Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the University of Nevada, Las Vegas, Reprographics/Design Services Department, is initiating a Request for Qualifications (RFQ) to solicit a Statement of Qualifications (SOQs) from qualified Printing Companies interested in augmenting the UNLV Reprographics/Design Services Department printing requirements on an as needed basis.

The successful offeror's primary focus should be customer satisfaction, which includes both providing services of the highest quality and eliminating non-value-added costs. The successful offeror should offer printing services necessary to keep UNLV's Reprographics Department running smoothly, while simplifying and streamlining the procurement process.

2. UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)

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

RFQ	The term "RFQ" as used throughout this document will mean Request for Qualifications.
OFFEROR	The terms "offeror" as used throughout this document will mean the respondents to this Request for Qualifications
CONTRACT DOCUMENTS	The Request for Qualifications documents, offeror's submittal and any mutually agreed upon written modifications
CONTRACT	Agreement
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 Qualifications, RFQ
SOQ	Statement of Qualifications or Response to Request for Qualifications.
UNIVERSITY	University of Nevada, Las Vegas; UNLV, 4505 Maryland Parkway Las Vegas, Nevada 89154
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.

SECTION B
SUBMISSION INSTRUCTIONS

The UNLV invites you to submit a Statement of Qualifications on the material and/or services specified within this Request for Qualifications. Please read carefully all instructions, introduction, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, RFQ response form, sample certificate of insurance, and sample contract. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications of the Request for Qualifications may result in your submittal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The offeror is expected to examine the entire Request for Qualifications including any attachments. Failure to do so will be at the offeror's risk.
- b) If it becomes necessary to revise any part of this Request for Qualifications, a written addendum will be provided to all offerors. 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 offerors in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFQ Response Form**. Submittal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The submitted Statement of Qualifications should not exceed 30 pages. Other attachments may be included with no guarantee of review.
- d) All submittals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **Offerors submitting Qualifications must use RFQ 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 submittal. Offerors shall include with their forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.**
- f) Submittals along with all required documents as described in this Request for Qualifications must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the offeror, RFQ number, title as listed on the first page of the Request for Qualifications, and date and time of opening on the outside of the envelope. **Telegraph, fax, email or telephone submittals will not be considered.**
- g) The offeror shall submit one (1) clearly labeled original and five (5) copies of their submittal. The name of the offeror's firm shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a submittal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- j) When not otherwise specified, offeror 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.

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- l) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all offerors.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Director of Purchasing or the Purchasing Representative listed on page one of this Request for Qualifications. Verbal clarifications will not be binding. Written clarifications will be by issued formal addenda and posted on the UNLV Purchasing Department's website: <http://purchasing.unlv.edu/solicitations> and/or faxed to all prospective offerors who received a copy of the RFQ. Offerors who have registered with the Purchasing Desk may be notified via fax as well.

- m) Altering the Request for Qualifications form may render the submittal null and void.
- n) Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) 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 offer without further consideration.
- o) All offerors, by signing the **RFQ Response Form**, certify that they agree to the terms and conditions set forth in this RFQ and attached sample contract unless otherwise stated.
- p) All offerors, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Submittals, attachments and **RFQ Response Form** shall be enclosed in sealed envelopes and addressed to:

University of Nevada, Las Vegas
Purchasing Department
Attn: Ericka K. Jeschke, Buyer
4505 Maryland Parkway
Box 451033
Las Vegas NV 89154-1033

The name and address of the offeror and the RFQ No. shall be clearly marked on the face of the envelope. If the offeror has already submitted the initial Request for Qualifications response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Qualifications.

- r) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) The contents of your submittal or other information submitted to the UNLV are subject to public release, upon request, after the contract award. The offeror shall mark as "proprietary" those parts of its submittal that it deems confidential and proprietary. However, the offeror is alerted that this marking is advisory only and not binding on the UNLV. If there is a request from the public to inspect any part of the submittal so marked, the UNLV will advise the offeror and request further justification in support of the "proprietary" marking. **Prices are not considered proprietary and**

should not be marked as so. If the UNLV determines, after receipt of the justification, that the material is releasable, the offeror will be notified.

2. EVALUATION OF SUBMITTALS

- a) At the date and time stated in this Request, all submittals will be opened publicly and the name of the respondents 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 all submittals based on the criteria listed below. UNLV reserves the right to create a “short list” of firms to be interviewed. The firms invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent’s presentation and discussion. At the conclusion of the evaluation, the committee will recommend firm(s) for award.
- c) A contract will be awarded on the basis of which Statement of Qualifications UNLV deems best suited to fulfill the requirements of the RFQ. UNLV also reserves the right not to make an award if it is deemed that no single submittal fully meets the requirements of this RFQ.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all submittals.
- e) Submittals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Experience, reliability, expertise, and references	35
2. Identify variable data capabilities	10
3. Identify pre-press equipment and software capabilities	15
4. Identify offset press and digital printing equipment and capabilities	10
5. Identify bindery equipment and finishing capabilities	15
6. Sustainably	5
7. Quality of printed samples submitted	10
TOTAL POSSIBLE POINTS	100

1. Experience, Reliability, Expertise, and References

The offeror should provide the following information about his/her company so that UNLV can evaluate the offeror's stability and ability to support the commitments set forth in response to the RFQ. UNLV, at its option, may require the offeror to provide additional documentation to support and/or clarify the requested information. The offeror’s outline of the company’s background should include:

- a. The length of time the company has been in business, and how long the company has been in the business of providing printing services contracts to public and/or higher education institutions. Describe your company’s experience in establishing and maintaining similar agreements. Provide information on the approximate number, brand, weight, parent sheet sizes and cut sheet sizes of stock papers the offeror carries.

Provide a complete list of hours of operations, days of operation, holidays, telephone numbers, fax numbers and cell phone numbers and names of those individuals responsible after hours of normal operation.

- b. A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in the proposing firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the offeror. List companies with which you have "partnership" arrangements.
- c. Describe if the offeror has had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to the offeror's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the offeror, or (b) litigated and such litigation determined that the offeror was in default. Submit full details of their terms for default including the parties' name, address, and telephone number. Present the offeror's position on the matter. The UNLV will evaluate the facts and may, at its sole discretion, reject the submittal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the offeror in the past five years.
- d. Provide a customer reference list of no fewer than three (3) organizations of a size and scope similar to the UNLV with whom Respondent currently has contacts and or has previously provided similar goods and/or services within the past five (5) years. Reference list is to include company name, contact person, telephone number and e-mail address, length of business relationship and the yearly dollar volume of these references.

Furnishing incorrect or incomplete reference information may lead to the offeror's elimination from consideration for award. The decision to eliminate an offeror from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal. UNLV reserves the right to check other sources with who offeror is currently or has done business with, but which are not specifically listed in the RFQ response.

2. Identify Variable Data Capabilities

Identify variable data capabilities/equipment (on-demand printing where elements such as text, graphics, and image may be changed from one printed piece to the next) and related software.

The offeror should identify any mailing/distribution capabilities such as, but limited to, inserting, addressing/labeling, tabbing, and mailing. List the equipment which enables the offeror the ability to provide such services.

3. Identify Pre-Press Equipment and Software Capabilities

The offeror should provide a list of pre-press equipment make and model numbers, capabilities and software supported (both Macintosh and PC platforms)

The offeror should provide a list of digital media they can accept (CD-Rom, diskette, etc.) in addition to whether digital files can be sent via e-mail attachment or to a FTP site at the offeror's location.

4. Identify Offset Press and Digital Printing Equipment and Capabilities

The offeror should provide a list of offset, web and digital printing equipment including make and model numbers and their capabilities.

5. Identify Bindery Equipment and Finishing Capabilities

The offeror should provide evidence of its ability to supply General bindery services of:

- Collating
- Saddle stitching

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- Perfect binding
- Folding
- Other

The offeror should provide evidence of its ability to supply Specialty bindery services of:

- Die cutting
- Folding
- Embossing
- Engraving
- Other (Special bindings)

6. Sustainability/Green Capabilities

UNLV is committed to reducing the adverse environmental impact of our purchasing decisions; we are committed to purchase goods and services from manufacturers and suppliers who share our environmental concern and commitment. We encourage submittals to include economical and environmentally friendly products and service options which serve to minimize waste, reduce excess packaging, recycle, reduce, reuse, prevent pollution and/or offer resource efficiency. Please propose details on how your company can support our initiative to provide sustainable products and services to our end-users.

UNLV would like to move toward substituting department purchases with green certified and/or green attribute products on certain high volume items. However, this must be balanced with the cost/quality of such items. Describe what initiatives your company has implemented in order to promote sustainability within your company and among your customers. Does your company offer any recycled paper as "house sheets" at the same or lower materials cost as a non-recycled content paper? If so, please provide the paper specifications of any stocked recycled content paper. Does your company use soy-based inks?

Please demonstrate how UNLV can substitute green products for standard products should your firm receive from Reprographics a request for a quotation of a print job. Submittals should include any green certifications, green/sustainable processes or any other processes the vendor is currently using to lessen the company's "carbon footprint."

What other tools and resources can you offer to UNLV to assist in its movement to become a greener campus?

For further information on UNLV's sustainability objectives, refer to our Environmentally Preferable Purchasing Program website at <http://purchasing.unlv.edu/GREEN/policy.html>.

7. Quality of Printed Samples Submitted

The offeror shall provide six (6) complete packages with one (1) printed sample of each finished work in all areas that fall within the offeror's capabilities.

Suggested sample materials:

- Four+Color Process printing
- Four-Color Process printing
- Spot-Color printing
- 1-Color printing
- Process-Color printing + Coating (Aqueous and/or Varnish)

NOTE: SIX (6) COMPLETE PACKAGES MUST BE SUBMITTED TO BE CONSIDERED RESPONSIVE.

3. **LATE SUBMITTALS**

Formal, advertised Request for Qualifications indicate a time by which the submittals must be received in the Purchasing Department. Any submittals 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 offeror. Offeror is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

4. **PUBLIC OPENING OF RFQ's**

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

5. **WITHDRAWAL OF SUBMITTALS**

Any prospective offerors may request withdrawal of a posted, sealed RFQ 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 submittal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **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 written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive offeror(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Submittals**" and any other established purchasing methods that are applicable.
- b) The UNLV's intent is to award on a multi-year basis and to award to multiple vendors.
- c) The initial term of the contract will be one (1) year with the option to extend for an additional three (3), one (1) year renewals by mutual agreement of both parties.
- d) The offeror is solely responsible for the content of its submittal that best meets the evaluation criteria set forth in the Request for Qualifications. 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 the Request for Qualifications.
- e) The UNLV reserves the right to reject any or all submittals or any part of the submittal and to waive informalities and minor irregularities in the submittals received.
- f) A formal Contract will be signed by each successful offeror and the UNLV to perform this service.
- g) The terms and conditions contained in the attached sample contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this RFQ. If offeror takes exception to any terms or conditions set forth in the contract, offeror will submit a specific list of the exceptions as part of its response to this RFQ. Offeror's exceptions will be reviewed by UNLV and may result in disqualification of offeror's submittal as non-responsive to this RFQ. If offeror's exceptions do not result in disqualification of offeror's response, then UNLV may consider offeror's exceptions when UNLV evaluates the offeror's response.
- h) The UNLV Purchasing Department reserves the right to enter into discussions with any one or all of the offerors after submittals have been initially reviewed by the UNLV. Such discussions may be for clarification of submitted content contained in a responsive submittal. Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Qualifications, unless otherwise modified.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Offerors shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Qualifications.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE 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 offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the contractor, the 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.

8. **DISQUALIFICATION OF OFFERORS**

Offerors may be disqualified and rejection of submittals 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 the UNLV.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among offerors.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any offeror who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) The UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE AND DELIVERY TIME**

If a successful offeror fails to furnish any item at the price or delivery time specified in the offer, whether such failure is due to a mistake of fact by the offeror or any other reason, the UNLV Director of Purchasing, may cause the name of such offeror to be removed from the list containing the names of prospective offerors to whom Request for Qualifications are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total price of all items on which was submitted, as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

a) All bids submitted shall be F.O.B. DESTINATION.

b) SPECIAL NOTE: All prices must include transportation charges. Freight charges cannot be accepted as an estimated cost item. Transfer of Title for goods will be the F.O.B. DESTINATION as stated. Any bid submitted with the F.O.B. point other than as stated, or freight charges listed as a separate or estimated item, may be cause for disqualification of the bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

12. **PROMPT PAYMENT DISCOUNTS**

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

13. **PROTESTS**

Any proposer, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

14. **SAMPLES**

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

15. **SMALL BUSINESS CONCERNS**

- a) Minority business concerns will be afforded full opportunity to submit offers in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

DEFINITIONS AND REQUIREMENTS

(1) Minority Owned Business Enterprise (MBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

(2) Women Owned Business Enterprise (WBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

(3) Disabled Owned Business Enterprise (DBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(4) Veteran/Disabled Veteran Business Enterprise (VDBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

(5) Small Business Enterprise (SBE)

An independent business 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.

- b) All offerors, by signing this submittal, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

16. **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 which UNLV is involved. It is important that offerors share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required per the solicitation documents.
- b) UNLV may request the successful offeror to provide reports related to sustainability on all goods and services provided under this solicitation. 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 the University's energy and financial performance while distinguishing our institution as an environmental leader.

17. **TAXES, LICENSES AND PERMITS**

It is the offerors responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. UNLV is exempted from paying state, local and federal excise taxes.

SECTION D
PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/BCS unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

NSHE/BCS reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/BCS be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/BCS with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

The proposer/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.

5. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/BCS reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

6. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

7. **HAZARDOUS MATERIALS**

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

8. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

9. **INSURANCE**

All Seller's performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

10. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

11. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

12. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services 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 Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.

13. **PROMPT PAYMENT DISCOUNT**

Seller'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.

14. **PURCHASE ORDER NUMBERS**

NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

15. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

16. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

17. **TAX EXEMPTION**

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

18. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

19. **WARRANTY**

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/BCS. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION E
SCOPE OF WORK/SPECIFICATIONS

Printing Services for University of Nevada, Las Vegas Reprographics/Design Services

UNLV operates a printing production operation through its Reprographics/Design Services Department. Routine University printing jobs are produced by the department, but production is limited by equipment, staff, and space. Consequently complex printing jobs or time constraints, involving process color, special requirements, or long runs, are submitted to the community printing industry for production.

Reprographics desires to produce those jobs within its capacity and subcontract all other work.

Reprographics will request estimates/quotes for potentially outsourced print jobs among the printing companies awarded this contract with the intent to award to the lowest, most responsive and responsible vendor who can meet all job and deadline requirements.

Statement of Goals and Objectives

The objective of this Request of Qualifications (RFQ) is to enable UNLV to enter into contracts with multiple sources that are qualified, full, or limited service printing firms to provide printing services for those jobs which UNLV determines it cannot produce due to complexity or time constraints.

UNLV's goal in contracting for these services is to provide quality printing services to all departments at a reasonable and competitive cost.

University Graphics Standards

The University of Nevada, Las Vegas seeks to strengthen its brand image as communicated through its printed materials and increase the quality of publications produced on its behalf.

Graphics Standards compliance is a mandatory component of all publications produced for the University. Offeror(s) must adhere to all University of Nevada, Las Vegas Graphics Standards.

Copyright Ownership and Title to Designs and Copy

The University and Vendor intend this to be a contract for services and each considers the products and results of services to be rendered by the Vendor hereunder to be a work made for hire. Vendor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to and shall be the sole and exclusive property of the University.

Title to all digital files, artwork, color separations, negatives/positives, proofs, plates and any other requirement for completion of the finished printed product shall be the property of and owned by the University of Nevada, Las Vegas. Such items will be returned to Reprographics upon request. Upon completion of each print job the vendor is required to send to Reprographics, at no additional cost, a digital file of the completed job as it was printed.

The name University of Nevada, Las Vegas, the University's logo "UNLV" and marks are registered trademarks. Vendors shall not allow third party usage.

Solicitation for Job Quotes

Reprographics/Design Services will solicit job quotes via fax or e-mail attachments using a UNLV Request for Job Quote form. Vendors will submit written quotes on their official quotation documents, or on the UNLV Request for Quote form received, by the time and date specified on the Quote Request form. Any quotes received after the specified deadline may not be considered for award. All quotes submitted to Reprographics from vendors must be in writing. UNLV reserves the right to solicit a separate formal bid for any jobs.

Job Award and Submission

Jobs will be awarded to the lowest, most responsible and responsive vendor based on:

- Price
- Vendor's capability to provide the requested job by the date required

The University will contact the successful vendor to arrange for pickup of materials to be printed or, submission of digital file via E-mail attachment or FTP upload. Vendor must provide a proof as indicated on the job specification requirements prior to printing. All proofs must be marked as "Ok-to-Print" or "Ok-to-Print with Corrections" prior to the beginning of production. The University reserves the right to cancel or alter any order placed in production. The University will pay for all work completed up to cancellation of any job.

Pickup and Delivery

Vendor will be mandated to pickup required materials for printing and deliver the finished job to the Reprographics/Design Services building on the UNLV campus. In some cases UNLV may request delivery directly to the user department within the UNLV campus or to another location within the Las Vegas valley area. A delivery receipt must be provided by the vendor with each delivery. There shall be no separate or additional charges for pickup and delivery of materials or completed jobs, including if the vendor uses a courier or freight service.

Over Runs and Under Runs

UNLV will not pay for over runs of job quantity ordered. Under runs of the total job will not be accepted.

Damaged Materials and Inferior Quality

When a completed printing job has been received by UNLV and is considered or found by Reprographics to be damaged, incomplete or of inferior quality, the University reserves the right to reject the received materials and request replacement or a credit.

SECTION F
RFQ RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Qualifications 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 qualifications stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section C – General Terms & Conditions.

MINORITY BUSINESS TYPE:

Minority Business Enterprise	<input type="checkbox"/>	Women-Owned Business Enterprise	<input type="checkbox"/>
Physically Challenged Business Enterprise	<input type="checkbox"/>	Veteran/Disabled Veteran Business Enterprise	<input type="checkbox"/>
Small Business Enterprise	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>

DEBARMENT/SUSPENSION STATUS

1. The offeror/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.
2. The offeror/contractor agrees to provide immediate notice to UNLV's Purchasing department 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 that is received after the submission of this offer but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFQ shall be noted in writing, and attached to the offer when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the offeror may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this submittal? YES _____ NO _____

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____

ATTACHMENT A – SAMPLE OF REQUIRED CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE				ISSUE DATE	(MM/DD/YY)	
PRODUCER <p style="text-align: center;">*REQUIRED INSURANCE</p>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p>			
INSURED			COMPANY A COMPANY B COMPANY C			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIST BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EFF DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT. <input type="checkbox"/> UNDERGROUND EXPLOSION AND COLLAPSE <input type="checkbox"/> INDEPENDENT CONTRACTOR				PRODUCTS - COMP/CP AGS	\$1,000,000
					PERSONAL & ADV. INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MED. EXPENSE (ONE PERSON)	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$500,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
	\$					
*	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
	EACH ACCIDENT				\$	
	DISEASE POLICY LIMIT				\$	
	DISEASE - EACH EMPLOYEE				\$	
B	PROFESSIONAL LIABILITY (IF APPLICABLE)				PER CLAIM	\$500,000
	MINIMAL AGGREGATE				\$1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS UNLV, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THE WORK PERFORMED FOR UNLV						
CERTIFICATE HOLDER / ADDITIONAL INSURED			CANCELLATION			
Board of Regents Nevada System of Higher Education 4505 Maryland Parkway Las Vegas, NV 89154			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE			

**ATTACHMENT B
SAMPLE CONTRACT**



CONTRACT NO.

THIS CONTRACT, is made and entered into on this _____ day of _____, 2009, by and between the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas Reprographics/Design Services Department (hereinafter called "Owner") and _____ (hereinafter called "Contractor"), to provide printing services on as needed basis.

WITNESSETH:

WHEREAS, Contractor submitted a proposal in response to UNLV's Request for Qualifications No. 491-EJ, and;

WHEREAS, UNLV has accepted the Contractor's Request for Qualifications as the one best suiting the interest of the University, and;

WHEREAS, UNLV requires the services of Contractor capable of providing printing services, and;

WHEREAS, Contractor is qualified to provide such services;

**ARTICLE I
CONTRACT DOCUMENTS**

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions, obligations, and Contracts contained herein, and other good and valuable consideration, the parties agree as follows:

The following are incorporated herein by reference and made a part of this Contract:

Enumeration:

- A. Request for Qualifications 491-EJ and any addenda issued.
- B. Contractor's response to RFQ 491-EJ dated _____.

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) NSHE's Request for Qualifications No. 491-EJ and any addenda issued.

**ARTICLE I
TERM**

A. INITIAL TERM:

The term of this contract shall be from November 1, 2009 through one (1) year.

B. CONTRACT RENEWAL:

The Contract may be renewed for three (3) additional one (1) year periods on negotiated terms and if agreed to in writing by both parties.

C. CONTRACT EXTENSION:

UNLV reserves the option to temporarily extend this Contract for up to 90 calendar days from its expiration date for any reason.

**ARTICLE II
SCOPE OF CONTRACT**

The scope of this Contract shall be as noted in Section E of Request for Qualifications number 491-EJ.

This Contract, together with all attachments, proposal documents, appendixes, exhibits and other appendices thereto, constitutes the entire Contract between the parties and supersedes all previous Contracts, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto 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.

**ARTICLE III
AMOUNT OF CONTRACT**

The amount to be paid to Contractor for work performed under this contract is estimated at \$ _____ annually.

The estimated expenditures appearing in the RFQ and/or Contract are approximate only and are not a guarantee of the amount which may or may not be procured.

All payments shall be made within thirty 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**

In case of default by the Contractor, the UNLV reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

**ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION**

A. INSURANCE

The Contractor shall procure and maintain:

- 1) 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.
- 2) Automobile liability insurance in the amount of \$1,000,000 Combined Single Limit.
- 3) Workers Compensation insurance as required by Nevada Statute.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

The Contractor shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

B. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

It is agreed by and between UNLV and Contractor that in no event shall any official, officer, employee, or agent of UNLV in any way be personally liable or responsible for any covenant or Contract therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

C. INDEMNIFICATION

Contractor, shall indemnify, defend and hold harmless Board of Regents of the Nevada System of Higher Education, its officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

**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 written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contract and shall be final.

B. ASSIGNS AND SUCCESSORS

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the UNLV.

C. COMPLIANCE

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

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their Subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate said contract.

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. Any and all disputes arising out of or in connection with the contract shall be litigated in a court of competent jurisdiction Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

The Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal Enactment's Codes, and Ordinances and those of the State of Nevada regarding Industrial Insurance

and expressly covenants and agrees that the Contractor's employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of the UNLV, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that status. Contractor hereby covenants and agrees to save and hold harmless the UNLV from and against any and all damages,

claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

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

K. NOTICES

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

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of the University of Nevada Las Vegas (UNLV), and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Contract and that all such materials and/or data must be transmitted, in its/their original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

N. TERMINATION

UNLV shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason. Such termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The

Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining

provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

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

Contractor acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), University of Nevada, Las Vegas (UNLV), or Nevada State College (NSC) logo or any other related name in the performance of its services, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(TYPE IN NAME OF CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF CONTRACTOR) Date

APPROVED:

BY:

Signature Date

Print Name Title

UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:

Donna McAleer, Interim Director of Date
Reprographics/Design Services

BY:

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

BY:

Dr. Neal J. Smatresk, President Date

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

APPROVED

BY:

Daniel Klaich, Chancellor Date

ROUTING: This Contract shall be processed in the order of execution listed above.

SAMPLE