



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

**INVITATION FOR BID NO. 5122-KO NETAPP STORAGE**

**RELEASE DATE:** Wednesday, July 25, 2012

**LAST DAY FOR QUESTIONS:** Thursday, August 2, 2012

**LAST DAY FOR ADDENDA :** Tuesday, August 7, 2012

**OPENING DATE, TIME and LOCATION:** Tuesday, August 14, 2012  
4:00 PM Local Time  
University of Nevada, Las Vegas  
4505 Maryland Parkway  
**Campus Services Building, Room 235**  
Las Vegas, NV 89154-1033

Sealed bids, **one original** and one electronic copies, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. **All bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

If you should have any questions regarding this Invitation for Bid, fax or e-mail your questions directly to:  
Kelly Owsley, Purchasing Analyst  
Kelly.Owsley@unlv.edu  
Phone: (702) 895-4385  
Fax: (702) 895-3859

**Companies wishing to do business with the university must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to [Supplier.Registration@unlv.edu](mailto:Supplier.Registration@unlv.edu).**

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**SECTION A**  
**SUBMISSION INSTRUCTIONS**

The UNLV invites you to submit a bid on the material and/or services specified within this Invitation for Bid. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, bid response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Invitation for Bid may result in your bid being declared non-responsive.

1. **BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire Invitation to Bid including any attachments. Failure to do so will be at the bidder's risk.
- b) If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all bidders to download. 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 bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this document. When units are identified, the price for each unit bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.
- d) **Bids 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 bid. Bidders shall include with their bid forms the necessary documents or attachments as required in this 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.
- e) Each bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and bid response form and **MUST** indicate the name of the bidder, bid number, title as listed on the first page of the Invitation to Bid, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered.**
- f) 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 bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- h) When not otherwise specified, bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- j) 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 bidders.
- k) Altering the invitation and bid form may render the bid null and void.

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- l) All bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached sample contract unless otherwise stated.
- m) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- n) UNLV reserves the right to contract for less than all of the goods/services identified herein.

### 2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) If the specifications of each item you are bidding are the same as those stated in the bid, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider bids not in exact accordance with the specifications.

### 3. **DISCLOSURE RESTRICTIONS**

- a) The contents of your bid or other information submitted to the UNLV are subject to public release, upon request, after the Contract award.
- b) The contents of your bid or other information submitted to UNLV are subject to public release under Nevada law, upon request, after the Contract award. The bidder shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the bidder is alerted that this marking is advisory only and not binding on UNLV. If there is a request from the public to inspect any part of the bid so marked, UNLV will advise the bidder and request written, legal justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If UNLV determines, after receipt of the written, legal justification, that the material is subject to disclosure under Nevada law, the bidder will be notified.

### 4. **LATE BIDS**

Formal, advertised bids indicate a time by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

### 5. **PUBLIC OPENING OF BIDS**

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Bids will be opened and read publicly at the time and place indicated in the Invitation to Bid. Prospective bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid 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 bid be withdrawn and signs for its receipt.

**SECTION B**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 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 shall be made to the lowest responsive and responsible bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and the UNLV.
- b) UNLV may accept any item or group of items of any bids unless the bidder qualifies his bid by specific limitations.
- c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the UNLV would be served.
- d) The UNLV reserves the right to award on a multi year basis and, if in the best interest of the UNLV, to award to multiple vendors.
- e) A signed purchase order mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party and/or a formal Contract may be entered into between the successful bidder(s) and the UNLV.
- f) If applicable, 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 IFB. If bidder takes exception to any terms or conditions set forth in the contract, bidder will submit a specific list of the exceptions as part of its response to this IFB. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of bidder's offer as non-responsive to this IFB. If bidder's exceptions do not result in disqualification of bidder's response, then UNLV may consider bidder's exceptions when UNLV evaluates the bidder's response.
- g) If after the award of an item or items has been made to a bidder and a purchase order is issued to that bidder for the item or items awarded; the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.
- h) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this IFB 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 bidder(s). The UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

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Bidders 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**

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

**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 BIDDERS**

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

- a) Failure to use the bid form furnished by the UNLV.
- b) Lack of signature by an authorized representative on the bid form.
- c) Failure to properly complete the bid.
- d) Evidence of collusion among bidders.
- e) Unauthorized alteration of bid form.
- f) Failure to submit requested documents required in bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any bidder 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**

If a successful bidder fails to furnish any item at the price specified in the bid, whether such failure is due to a mistake of fact by the bidder or any other reason, the Director of Purchasing UNLV, may cause

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the name of such bidder to be removed from the list containing the names of prospective bidders to whom invitations for bids 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 bid price of all items on which bid was submitted, as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Bidder must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any bid submitted with alternate shipping terms other than as stated above 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 bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful bidder 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.

14. **PROTESTS**

Any bidder, 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.

To be considered, all Protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES**

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

**16. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

- a) The Nevada System of Higher Education supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (*MWDBE*) to compete for contracts awarded by NSHE. NSHE also supports efforts to encourage local businesses to compete for NSHE 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, NSHE supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts.
- b) For purchase of goods or services that exceed \$1,000,000 the successful bidder(s) must provide annual reports listing expenditures with MWDBE business concerns and local subcontractors. These annual reports pertain only to expenditures that are directly attributable to the NSHE prime contract. The annual report should contain the following information:
  - (1) The name, address, phone number, and type of each local, women-owned, minority and/or disadvantaged subcontractor (Tier 2 supplier or local subcontractor). If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
  - (2) A description of the goods or services purchased; and
  - (3) The amount of expenditures with the subcontractor attributed to the prime contract for the 12 month period.
- c) Definition of Local Subcontractor. "Local subcontractor" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- d) 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.
- e) 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.
- f) 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



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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.

- g) Definition of Veteran/Disabled Veteran Business Enterprise (VDBE). "Veteran/Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- h) 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.
- i) All bidders, by signing this bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

**17. SUSTAINABILITY**

- a) A key focus of the 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 the UNLV is involved. It is important that bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.
- b) The UNLV may request the successful bidder to provide reports related to sustainability on all goods and services provided under this bid. 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 the 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.

**18. TAXES, LICENSES AND PERMITS**

- a) It is the bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The UNLV is exempted 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. The bidder 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.

**SECTION C**  
**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. **BUSINESS LICENSE REQUIREMENT**

A person 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. The contractor 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. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **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.

4. **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.

5. **DEBARMENT/SUSPENSION STATUS**

The vendor/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.

6. **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.

7. **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.

8. **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.

9. **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

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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.

10. **INSURANCE**

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **PURCHASE ORDER NUMBERS**

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

16. **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.

17. **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.

18. **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.

19. **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

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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.

20. **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 D**  
**SCOPE OF WORK/SPECIFICATIONS**

The Successful Bidder shall provide the equipment listed in Section E. Items bid must be the exact NetApp make and model as specified. Substitutions will not be accepted. UNLV will only accept bids from authorized NetApp resellers.

The Successful Bidder shall provide a certificate of insurance per the following insurance requirements.

The Nevada System of Higher Education on behalf of the University of Nevada Las Vegas (UNLV) (hereafter referred to as NSHE) requires contractors, sub contractors, design builders, sub design builders, architects, sub architects, engineers, sub engineers, consultants, sub consultants, service providers, vendors, and any other party performing work (hereafter referred to as Contractor) at its sole expense, procure, maintain, and keep in force for the duration of the contract, service or event and shall maintain the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to by NSHE Business Center South / Risk Management & Safety Department. The required insurance shall be in effect on or prior to the commencement of 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, completed operations, personal injury, products, and liability assumed under contract.
    - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
  - 2) Automobile Liability – Minimal limits in the amount of \$1,000,000 Combined Single Limit 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. All contractors providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
  - 4) Subrogation must be waived against NSHE.
  - 5) The NSHE must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by contract or individualized endorsement naming the NSHE as an additional insured.
  - 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to by the NSHE Business Center South / UNLV Risk Management & Safety Department. Such approval shall not relieve contractors from the obligation to pay any deductible or self-insured retention.
  - 7) Policy Cancellation / Change in Policies and Conditions Notifications

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Contractor shall:

- Have each of their insurance policies endorsed to provide ten (10) days notice for non-payment of premium, and
- Specify that the policies cannot be canceled, non renewed, coverage and / or limits reduced or coverage materially altered that can effect NSHE without sixty (60) days prior written notice to NSHE and the notices required by this paragraph shall be sent by certified mail to NSHE
- A copy of this signed endorsement must be attached to the Certificate of Insurance.
- Contractor shall send to the NSHE a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to the NSHE within three (3) business days upon their receipt.
- Until such time as the insurance is no longer required by the NSHE, Contractor shall provide NSHE with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure Contractor shall immediately notify NSHE and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

8) Primary Policy –

- Parties contracting directly with the NSHE must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available.
- Any insurance or self-insurance available to the NSHE shall be in excess of and non-contributing with any insurance required.

9) Loss Policy – The NSHE shall be named as loss payee as respects their interest in any property that the Contractor has an obligation to insure on behalf of the NSHE.

10) Insurer Requirements -

Each Contractor shall have their 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 and having agents in the State of Nevada upon whom service of process may be made, and
2. Currently rated A.M. Best as A - IX or better.

11) Evidence of Insurance Requirements

Prior to the start of any work, the Contractor must provide the following documents to NSHE/UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to the NSHE to show evidence the insurance policies and coverage required of the Contractor.
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- Policy Cancellation Endorsement
- Waiver of Subrogation Endorsement
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance.

**Bid # 5122-KO**

- Loss Payee Endorsement

**SECTION E  
PRICING RESPONSE FORM**

Provide pricing for items below.

Item	Item Description	Quantity	Unit Price	Total Price
1.	<b>3120 Storage - NetApp DSK SHLF, 24x600GB, 15K, QS with the following components included:</b> 4 Each X800-42U-R6, Cabinet Component Power Cable R6 1 Each X5526A-R6, Rackmount Kit, 4-Post, Universal, R6 4 Each X6558-R6, Cable, SAS Cntrl-Shelf/Shelf-Shelf/HA, 2m 3 Each X6561-R6, Cable, Ethernet, 2m, RJ45 CAT6 1 Each CS-O2-4HR, Support Edge Premium 4hr Onsite	1 Each	\$ _____	\$ _____

Item	Item Description	Quantity	Unit Price	Total Price
2.	<b>3120 Storage – NetApp DSK SHLF, 24x2.0TB, 7.2K, QS with the following components included in each:</b> 2 Each X800-42U-R6, Cabinet Component Power Cable R6 1 Each X5526A-R6, Rackmount Kit, 4-Post Universal, R6 4 Each X6558-R6, Cable, SAS Cntrl-Shelf/Shelf-Shelf/HA, 2m 3 Each X6561-R6, Cable, Ethernet, 2m, RJ45 CAT6 2 Each X800E-R6, Power Cable North America, R6 1 Each CS-O2-4HR SupportEdge Premium 4 hr Onsite	2 Each	\$ _____	\$ _____



Bid # 5122-KO

**Delivery Timeframe:**

Please state your timeframe for delivery from receipt of a purchase order: \_\_\_\_\_ calendar days

UNLV desires that the items above be delivered to UNLV by October 1, 2012.

How much time from receipt of a Purchase Order do you need in order to have items delivered to UNLV by October 1, 2012? \_\_\_\_\_

If this delivery date affects cost, please provide detailed information on how price would be affected in order to make a delivery date of October 1, 2012. Would there be an additional charge to expedite delivery?

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Note that UNLV may use the delivery timeframe proposed by bidders in determining the award of this Invitation To Bid.

**SECTION F**  
**BID 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 Bid 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 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 B – 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 bidder/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 bidder/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 bid but prior to the award of the purchase order/contract.

**EXCEPTIONS**

Any exceptions to any of the specifications or requirements of this bid shall be noted in writing, and attached to the bid 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 excepted requirements, the bidder may still compete in the bidding. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

**Are there exceptions to this bid?                      YES \_\_\_\_\_                      NO \_\_\_\_\_**

**LIST OF SUBCONTRACTOR(S) (if applicable)**

Subcontractor Name: \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

