

NEVADA SYSTEM OF HIGHER EDUCATION

**Business Center North
Purchasing Department
Reno, Nevada 89557
Phone: 774-784-6552
Fax: 775-784-6017**

NOTICE TO CONTROLS CONTRACTORS/VENDORS

REQUEST FOR QUALIFICATIONS (RFQ)

NO. 7985

November 9, 2011

The Director of Purchasing, Nevada System of Higher Education (NSHE), Business Center North (BCN), Purchasing Department, on behalf of the University of Nevada, Reno, Facilities Services Department, hereinafter referred to as "NSHE" is pleased to invite you to submit a response for:

Controls Contractors/Vendors to present qualifications to provide their services in regards to controls installation, programming, troubleshooting, and commissioning, for new construction, and remodel projects

An original and five (5) copies of your qualification should be mailed or hand carried so as to arrive at:

Mailing Address
NSHE - BCN Purchasing
Director of Purchasing
Mail Stop 0242
Reno, NV 89557

Physical Location
NSHE - BCN Purchasing, Building #137
17th Street & West Stadium Way
University of Nevada, Reno Campus
Reno, Nevada 89557

No later than: December 8, 2011, 2:00 p.m. local time

Responses shall be prepared in accordance with instructions. Responses shall be sealed in an envelope or package and contain this RFQ number on the outside. Responses received after the date and time set for receipt will be not considered. NSHE assumes no liability for any costs incurred in the preparation or delivery of responses.

Responses shall be signed by an individual authorized to commit the company or corporate entity and to conduct discussions, if required, prior to issuance of a contractual document resulting from this RFQ. NSHE reserves the right to reject any or all responses, or to make an award in the best interests of NSHE without further discussion or negotiations.

Any questions regarding this RFQ, content of your response, or clarifications should be directed in writing to:

Fred Harvey C.P.M., Buyer
NSHE, BCN Purchasing Department
Mail Stop 242, Reno, NV 89557
(775) 784-6552
Fax: (775) 784-6017
E-Mail: fharvey@unr.edu

Any communication with the University regarding this Request for Qualifications without prior approval of the above individual may result in the rejection of your proposal.

Sincerely,

Fred Harvey

Fred Harvey C.P.M., Buyer
NSHE, BCN, Purchasing Department

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QUALIFICATIONS INSTRUCTIONS

1. **PREPARATION OF QUALIFICATIONS:**

- a. Providers shall examine instructions for the preparation of the response to this Request for Qualifications. Qualifications shall be prepared in the format required by this Request for Qualifications. Failure to do so may result in your qualifications being declared non-responsive.
- b. The name of the provider shall appear on each page of your response. Erasures or other changes must be initialed by the person signing the qualifications.
- c. Qualifications shall be signed by an individual authorized to commit the provider and conduct negotiations or discussions if requested or required.

2. **SUBMISSION OF QUALIFICATIONS:**

Qualifications shall be packaged and mailed or hand carried so as to arrive at the location designated herein no later than the time and date set for receipt of the Qualifications. This Request for Qualifications number and the name of the provider shall appear on the outside of the package.

3. **LATE QUALIFICATIONS:**

Qualifications received after the date and time set for receipt of qualifications will not be considered unless postmarked five (5) days prior to the due date and received prior to award (Sundays and holidays not included).

4. **QUALIFICATIONS OPENING PROCEDURE:**

Qualifications received shall be publicly opened and read at the Nevada System of Higher Education, Business Center North, Purchasing Department at the date and time specified in the Notice Inviting Qualifications. A Register of Providers containing the names of all responses received shall be prepared, read out loud, and retained by the Director of Purchasing. This Register shall be open for public disclosure after contract award, except as otherwise outlined in INSTRUCTIONS TO PROVIDER, paragraph 10, "DISCLOSURE RESTRICTIONS."

5. **AWARD OF CONTRACT:**

- a. Purchase Order Contracts will be awarded to that responsible and responsive provider whose submittal will be most advantageous to the University with respect to service and conformance to Scope of Work.
- b. In the event this Request for Qualifications is subject to "evaluation" by the University, the provider is solely responsible for the content of its response that best meets the evaluation criteria. 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.
- c. The University reserves the right to reject any or all submittals and to waive minor irregularities not considered by the University to be essential to the evaluation process. The University may, at its option, award parts of tasks if the Scope of Work lends itself to division and it is in the best interest of the University.
- d. The University reserves the right to issue a Purchase Order Contract document without further discussion or negotiations with the award provider. Therefore, the submittal shall be submitted initially on the most favorable terms, from both availability and technical standpoints, which the provider can furnish to the University.
- e. The Director of Purchasing reserves the right to enter discussions with any one or all providers after submittals have been initially reviewed by the University. Such discussions will be limited to clarification of submittal content contained in a responsive submittal.

6. **DISCLOSURE RESTRICTIONS:**

- a. The University acknowledges that the contents of your qualifications or other information submitted to the University is subject to public release, upon request, after contract award.
- b. The provider shall mark as "proprietary" those parts of its qualifications that it deems confidential and proprietary. However, the provider is alerted that this marking is advisory only and not binding on the University. If there is a request from the public to inspect any part of the qualifications so marked, the University will advise the provider and request further justification in support of the "proprietary" marking. If the University determines after receipt of the justification that the material is releasable, the provider will be notified immediately.

**SCOPE OF WORK
NOTICE TO HVAC CONTROLS CONTRACTORS
REQUEST FOR QUALIFICATIONS**

The University of Nevada, Reno is soliciting applications for HVAC controls contractors to present qualifications to provide their services in regards to controls installation, programming, troubleshooting, and commissioning, for new construction, and remodel projects. The existing campus control systems currently consist of Johnson Controls (Metasys), and Automated Logic Corp (ALC). There are also a number of buildings which still have some pneumatic controls that are mainly at the zone level. The University consists of approximately 60 buildings whose control systems are networked together via the BACnet protocol. The control systems, which form the Building Management System (BMS), are used to control, monitor and alarm the building mechanical systems which include but are not limited to: fan coils, air handlers, package units, variable air volume terminal units, boilers, chillers, cooling towers, heat exchangers, and all the supporting equipment pumps, exhaust fans, etc. Most of the buildings can be broken down into classroom and office space whereas some of the buildings house research animals and IT services. Laboratory spaces must adhere to strict NIH temperature, humidity, and ventilation requirements.

The follow criteria shall be used to qualify the controls vendor and product line. Each contractor submitting for this RFQ must provide supporting documentation that addresses each of these requirements. The package shall be grouped into two sections: "vendor" and "product" with equal weight given to both. All responses must reference the item number and descriptor. *Vendor: 50% of the total points/score with each of the 5 items under it further broken out with 10 points each. Product: 10% for item 1, 20% for item 2, & 20% for item 3 (with each letter under it broken out further to 4% each). This will be a single phase selection process that will not actually lead to any purchase orders directly, instead it will allow the selected vendor(s) to be listed as an acceptable vendor/contractor on future controls solicitations and included in bid specifications on future (new and remodel construction contracts)*

VENDOR:

1) Company:

- A. Must have a minimum bonding of \$1M. Applicant must provide documentation.
- B. Provide resume(s) of office manager(s).
- C. Provide a company resume that includes information on previous project sizes, complexities, and date of completion. Provide a list of at least five building projects that are institutional or research in nature which have been completed in the last five years. Include type, size, quantity of equipment, and highlight sequence complexities.

Company Name:			
Street Address:		City	State
Zip	Date of Occupancy Mo. Yr.		
Has there been a change of address?		No	Yes (If yes, fill out previous address)
Previous Address:		City	State
Zip	Date of Occupancy Mo. Yr.		

- 2) **Technical support:**
 - A. Technical support must be available 24 hours a day, 7 days a week with a two hour response window until the end of the warranty period.
 - B. Provide resumes for each local technician. Preferred qualifications:
 - i. 5 years of experience in the HVAC system wide BMS controls industry programming, start-up/commissioning.
 - ii. 2 years of experience with the current controls manufacturer programming, start-up/commissioning.
 - iii. Must be factory trained on the latest version of equipment and software (provide documentation).
- 3) **Customer References:** Provide a minimum of five customer references with the contact name, title, phone number, and organization. The University will evaluate customer responsiveness based on the following:
 - A. Proactive Attitude: ability and desire to seek and correct issues without being told
 - B. Dependability: ability to follow directions, complete the task, and provide attention to detail.
 - C. Accuracy of work
 - D. Responsiveness: timely execution of tasks and communications. Some tasks are critical requiring immediate attention, whereas others are not. Nevertheless, there is an expectation that all items shall be addressed in a reasonable amount of time given the workload, critical nature, and other factors
 - E. People Skills: ability to work with others.
 - F. Desire to be a successful team member especially when the team consists of other trades, contractors, and customers.
 - G. Track record of maintaining honest, open communication at all times and about all issues
- 4) **Availability of Parts:** Identify the closest location that stocks spare parts for your controls hardware, and list the type of parts available. Include price list or link and the multiplier we would be using.
- 5) **Controls Training:** Identify what training is available for the brand specific controls. Indicate the depth of training, class location, and cost.

PRODUCT:

- 1) **Manufacturer:** Please provide a brief company history. It is expected that the controls manufacturer must have been in the HVAC BMS system wide controls industry for a minimum of 10 years, and have a nationwide distributorship
- 2) **Hardware Features:**
 - A. Protections/Safety Features (input voltage, lightning, etc.)
 - B. Input Types
 - C. Output Features (relay type/load, H-O-A, etc.)
 - D. Bus Speeds (Field/Network, Network/Server, Peer/Peer, Other?)
 - E. Wireless Capability (describe technology):
 - F. What upgrades (memory/CPU) are required of the hardware for future software changes, and what are the expected costs (detail out controller type/action/cost)?
- 3) **Software Features:** To address the following section, provide details to satisfy each question. If minimum standards have been provided, verify to what level the system complies or exceeds these features.
 - A) **Interoperability:**
 1. What is required for the controllers to connect and speak with Johnson Controls N2, and ALC Arcnet buses?
 2. Can the controllers communicate with BACnet over IP and BACnet MSTP topologies?

B) Integrated Package:

1. How integrated is the controls software package (ex: can it create the material list, program the controllers, build the graphics and create the control drawings all at once)?
2. What is the cost of this package?

C) Graphics:

1. How are graphics generated, and modified?
2. Are they vector based or Bitmap?
3. Read the attached UNR Graphic Standard and verify it can be accomplished using standard functions.

D) Software revisions/upgrades:

1. How are software revisions handled (include process, and cost to customer)?
2. Provide similar description for software upgrades?

E) Software Features:

1. Energy Conservation: Define which features come built into the software such as dashboard metrics, demand limiting, global temp adj., supply air reset, duct static pressure reset, etc.
2. Interlock: Can the software interlock functions across different controllers such that one command will control many functions across multiple controllers?
3. What can be queried and how is that performed?
4. Security: verify that each of the following functions is included.
 - a. Operator Access: Each user name and password combination shall define accessible viewing, editing, adding, and deleting functions in each system application, editor, and object. Authorized operators shall be able to allow or deny each operator's accessible functions based on equipment or geographic location.
 - b. Automatic Log Out: Automatically log out each operator if no keyboard or mouse activity is detected. Operators shall be able to adjust automatic log out delay.
 - c. Encrypted Security Data: Store system security data including operator passwords in an encrypted format: System shall not display operator passwords.
5. Reports and Logs: verify that each of the following functions is included. Operator shall be able to select, to modify, to create, and to print reports and logs. Operator shall be able to store report data in a format accessible by standard spreadsheet and word processing programs. Furnish the following standard system reports:
 - i. Objects: System objects and current values filtered by object type, by status (in alarm, locked, normal), by equipment, by geographic location, or by combination of filter criteria.
 - ii. Alarm Summary: Current alarms and closed alarms. System shall retain closed alarms for an adjustable time period.
 - iii. Logs: System shall log the following to a database or text file and shall retain data for an adjustable period:
 1. Alarm History.
 2. Trend Data: Operator shall be able to select trends to be logged.
 3. Operator Activity: At a minimum, system shall log operator log in and log out, control parameter changes, schedule changes, and alarm acknowledgment and deletion. System shall date and time stamp logged activity.
6. Custom Reports: Operator shall be able to create custom reports that retrieve data, including archived trend data, from the system, that analyze data using common algebraic calculations, and that present results in tabular or graphical format. Reports shall be launched from the operator interface.

7. System Diagnostics: System shall automatically monitor controller and I/O point operation. System shall annunciate controller failure and I/O point locking (manual overriding to a fixed value).
8. Custom Application Programming: Operator shall be able to create, edit, debug, and download custom programs. System shall be fully operable while custom programs are edited, compiled, and downloaded. Programming language shall have the following features:
 - i. Language: Language shall be graphically based and shall use function blocks arranged in a logic diagram that clearly shows control logic flow. Function blocks shall directly provide functions listed below, and operators shall be able to create custom or compound function blocks.
 - ii. Programming Environment: Tool shall provide a full-screen, cursor-and-mouse-driven programming environment that incorporates word processing features such as cut and paste. Operators shall be able to insert, add, modify, and delete custom programming code, and to copy blocks of code to a file library for reuse in other control programs.
 - iii. Independent Program Modules: Operator shall be able to develop independently executing program modules that can disable, enable and exchange data with other program modules.
 - iv. Debugging and Simulation: Operator shall be able to step through the program observing intermediate values and results. Operator shall be able to adjust input variables to simulate actual operating conditions. Operator shall be able to adjust each step's time increment to observe operation of delays, integrators, and other time-sensitive control logic. Debugger shall provide error messages for syntax and for execution errors.
 - v. Conditional Statements: Operator shall be able to program conditional logic using compound Boolean (AND, OR, and NOT) and relational (EQUAL, LESS THAN, GREATER THAN, NOT EQUAL) comparisons.
 - vi. Mathematical Functions: Language shall support floating-point addition, subtraction, multiplication, division, and square root operations, as well as absolute value calculation and programmatic selection of minimum and maximum values from a list of values.
 - vii. Variables: Operator shall be able to use variable values in program conditional statements and mathematical functions.
 - viii. Time Variables: Operator shall be able to use predefined variables to represent time of day, day of the week, month of the year, and date. Other predefined variables or simple control logic shall provide elapsed time in seconds, minutes, hours, and days. Operator shall be able to start, stop, and reset elapsed time variables using the program language.
 - ix. System Variables: Operator shall be able to use predefined variables to represent status and results of Controller Software and shall be able to enable, disable, and change set points of Controller Software as described in Controller Software section.
9. Scheduling: System shall provide the following schedule options as a minimum:
 - i. View and Adjust Operating Schedules: Operators shall be able to view scheduled operating hours of each schedulable piece of equipment on a weekly or monthly calendar-based graphical schedule display, to select and adjust each schedule and time period, and to simultaneously schedule related equipment. System shall clearly show exception schedules and holidays on the schedule display.
 - ii. Weekly: Provide separate schedules for each day of the week. Each schedule shall be able to include up to 5 occupied periods (5 start-stop pairs or 10 events).
 - iii. Exception: Operator shall be able to designate an exception schedule for each of the next 365 days. After an exception schedule has executed, system shall discard and replace exception schedule with standard schedule for that day of the week.
 - iv. Holiday: Operator shall be able to define 24 special or holiday schedules of varying length on a scheduling calendar that repeats each year.

GENERAL TERMS AND CONDITIONS

- A. **AFFIRMATIVE ACTION:** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the University on request a breakdown of his labor force by ethnic group, sex and job category; and to discuss with the University his policies and practices relating to his Affirmative Action Program. **BIDDER MUST BE AN EQUAL OPPORTUNITY EMPLOYER.**
- B. **ASSIGNMENT:** The contractor shall not assign the contract in whole or in part without the express written consent of the Director of Purchasing nor shall the contractor have the right to authorize or permit the use of University facilities by third parties without the express written consent of the University.
- C. **CHANGE ORDERS:** Changes in the work or design, after award of contract, may be made or altered, increased or decreased. In such event, the contractor shall furnish a written cost estimate of the work to be added or omitted and, thereafter, shall not proceed to make any change(s) until a written Change Order has been issued by the Nevada System of Higher Education, Business Center North's Director of Purchasing.
- D. **CONTRACTS / PURCHASES BY THE CONTRACTOR:** The contractor shall not use the name of the University in contracts with suppliers or in any other manner. The contractor shall make all contracts in its own name and the contractor alone shall be responsible for purchases and contracts made by it. The University shall not set or hold itself out to be an agent for the University. Nothing herein shall be construed as creating the relationship of partners, joint ventures, or agency.
- E. **CODES/REGULATIONS:** Contractor shall be responsible for complying with all City, County, State and Federal Codes and Regulations, as applicable, in the performance of the Contract.
- F. **EVALUATIONS:** In the event this Request for Quotation is subject to "evaluation" by Purchasing, the proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Quotation. NSHE will accept the proposal deemed in the best interests of NSHE. NSHE shall not be obligated to accept low bid, but will make an award in the best interest of NSHE after careful evaluation of all proposals received. The evaluation of the proposer's responses to the RFQ will be based upon, but not limited to, the specifications and data provided in the statement/scope of work (SOW). Not complying with a certain criteria may not necessarily exclude a respondent from the evaluation process. Each criterion will be assigned a weighted value prior to the start of the evaluation process.
- G. **FAXED** submittals will not be accepted.
- H. **GOVERNING LAW:** Any contract resulting from the awarded RFQ shall be construed and interpreted according to the laws of the State of Nevada.
- I. The Nevada System of Higher Education's Business Center North, Director of Purchasing, may make such investigation as he/she deems necessary to determine the ability of a provider to perform the work, and any provider shall furnish to the NSHE all information and data for the purpose as may be requested. The NSHE reserves the right to reject any submittal if the evidence submitted by, or investigation of, such provider fails to satisfy the NSHE that such provider is properly qualified to carry out the obligation of the contract and to complete the performance contemplated herein.
- J. **TERMINATION:**
1. The contract, or any portion of the contract, may be canceled for "just cause" by the University, by giving sixty (60) days written notice to the contractor. "Just cause" is defined as unsatisfactory performance or as any failure on the part of the contractor to comply with any of the provisions or terms and conditions of the contract.
 2. In the event the contractor fails to carry out or comply with any of the terms and conditions of the established contract, the Director of Purchasing reserves the right to demand remedy of any failure or default within ten (10) days of notification. In the event the contractor fails to remedy the failure or default within the specified period, the Director of Purchasing shall have the right to terminate all or any part of the established contract in accordance with Terms and Conditions of the contract document.
 3. It is understood and agreed, notwithstanding the provisions, terms and conditions of this RFQ, that in the event any recognized funding authority fails to appropriate sufficient funds to the using department to enable obligations to be fulfilled under the award contract, the University will notify the contractor by giving sixty (60) days written notice.

- The University will reimburse the contractor for all services rendered through the end of the sixty (60) day notification period.
4. In the event of termination of contract, it will be incumbent on the contractor to continue operations until the University secures other satisfactory arrangements.
 5. In addition, either party may terminate this contract without cause provided that termination shall not be effective until sixty (60) days after a party has served written notice of termination upon the other party. Both parties shall pay or settle all outstanding amounts within 30 days of the termination date.
- K. Provider shall be responsible for complying with all City, County, State and Federal Codes and Regulations, as applicable, in the performance of the Contract.
- L. LIABILITY CLAUSE: The provider, in performance of contract, shall release and discharge the Nevada System of Higher Education and the Board of Regents from liability for, and assume the risk of, loss or damage to property of the provider. Further, the provider shall save the Nevada System of Higher Education and the Board of Regents harmless from and defend against all losses, all liabilities, expenses and other detriments of every nature and description, to which the Nevada System of Higher Education and the Board of Regents may be subjected by reason of any negligent act or omission of the provider, or any of the provider's consultants, employees, agents, invitees or licensees where such loss, liability, expense or other detriment arises out of or in connection with the performance of work under the contract including, but not limited to liens, personal injury and loss of or damage to property of the Nevada System of Higher Education or others.
- M. PROVIDER'S LIABILITY INSURANCE: The provider shall maintain **Comprehensive General** Liability insurance in the amount of not less than \$1,000,000 **Combined Single Limit (Bodily Injury & Property Damage)** that will protect him from claims for damages and personal injury, including death, which may arise from operation under this Contract, whether such operations be by himself or by any consultant or anyone directly or indirectly employed by either of them. **The certificate of insurance coverage shall name the Board of Regents and the Nevada System of Higher Education as additional insured.** Certificates of such insurance shall be filed with the Director of Purchasing and shall be subject to his/her approval for adequacy of protection prior to commencing work.
- N. WORKERS' COMPENSATION INSURANCE: Nevada Law requires that the provider shall provide workers' compensation insurance approved by the State Industrial Insurance System for employees working on projects in the State of Nevada. The Provider shall require the same insurance when the work is to be performed by a consultant. Certificates of such insurance shall be filed with the System prior to commencing work
- O. SERVICE OF NOTICE: Any notice may be served effectively upon the University by delivering it in writing to the Nevada System of Higher Education, Business Center North, 1664 N. Virginia St., MS/242, Director of Purchasing, Reno, Nevada 89557, or by depositing it in a United States Mail Box with postage prepaid and addressed to the Director of Purchasing at the previously stated address.
- P. REFERENCES: The University may make such investigation as it deems necessary to determine the ability of a proposer to perform the work. The University reserves the right to reject any bid response if the evidence submitted by, or investigation of, such proposer fails to satisfy the organization that such proposer is properly qualified to carry out the obligation of the proposal and any resultant contract and to complete the performance contemplated herein.
- Q. NONDISCLOSURE OF PERSONAL INFORMATION: In compliance with federal and state law, contractor acknowledges and agrees that any and all information of personal or sensitive nature that any of its employees or agents may become aware of or see in the course of their work, is to be treated as strictly confidential and guarded from any dissemination whatsoever. This might include, but is not limited to, any type of personal or financial information about an employee, student, or patient. Any violation of this provision can be grounds for immediate dissolution of the contract.
- R. BID PROTESTS: A person who bids on a contract may file a notice of protest regarding the awarding of a contract within 5 business days after the date the bids were opened. The protest must include a written statement specifying the reasons for the protest. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of 25% of the total value of the bid submitted by the person filing the notice of protest, or \$250,000.

EXCEPTION SUMMARY

Providers should use this section to list any deviations, modifications, and/or alternates proposed to this RFQ. Indicate the document page number from the top right of the page and the number corresponding to that item for which you are taking an exception. If additional space is required, use your company letterhead and attach as an integral part of this RFQ response. Providers are required to sign and date all supplements attached or enclosed with this RFQ.

CERTIFICATION OF COMPLIANCE

All proposers are required to certify and attest to their company's compliance with the below statements.

These certifications must be followed by an authorized signature.

A. BUSINESS LICENSE:

Bidders are required to possess all necessary business licenses for performance of the work described in the bid. *NSHE* may require successful bidder to provide evidence of such license at any time.

- 1) Are all registrations with the Secretary of State regarding your business organization current?
(This does not apply to a sole proprietorship or partnership that is not required to file its organizational documents with the Secretary of State).

Yes _____ No _____

- 2) Provide your current Nevada state business license number. If you don't have a Nevada state business license, what exemption from that requirement do you claim?

Current Nevada State Business license number: _____

What exemption from that requirement do you claim? _____

B. CERTIFICATION OF NONSEGREGATED FACILITIES

By submitting a bid, the undersigned bidder, vendor or subcontractor certifies to the Nevada System of Higher Education and the Department of Defense that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, vendor or subcontractor understands that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, creed or national origin because of habit, local custom, or otherwise. The bidder, vendor or subcontractor understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any location under his control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era).

The bidder, vendor or subcontractor understands and agrees that a breach of the assurance herein contained subjects him to the provisions of Order 32 Federal Regulation 7439, of the Secretary of Labor dated May 19, 1967, and the provisions of the equal opportunity clause enumerated in purchase orders or contracts between the Nevada System of Higher Education and the bidder, vendor or subcontractor.

Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 USC 1001.

C. NON-DISCRIMINATION IN EMPLOYMENT

By submitting a bid, during the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractors commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Orders 11246 and 11375, Section 503 of the Rehabilitation Act of 1973, USC 2012 (Disabled Veterans and Veterans of the Vietnam Era) and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Orders 11246 and 11375, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, & orders.

- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any other such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Orders 11246 and 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- D. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD
(Executive Order 12549)
By submitting a bid, the offer or certifies, to the best of its knowledge and belief that the offeror and/or any of its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- E. CLEAN AIR ACT:
By submitting a bid, the bidder affirms and certifies that the Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the Federal sponsoring agency and the Regional Office of the Environmental Protection Agency.
- F. COPELAND "ANTI-KICK BACK" ACT:
By submitting a bid the bidder affirms and certifies that the Proposer shall comply with provisions of the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3), which act provides that each Proposer shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- G. DAVIS-BACON ACT:
When required by the federal program legislation, all construction contracts awarded by the recipients and sub-recipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act Proposers shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Proposers shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal sponsoring agency.
- H. EQUAL EMPLOYMENT OPPORTUNITY:
By submitting a bid, the bidder affirms and certifies that the Proposer shall comply with provisions of Executive Order No. 11246, entitled "Equal Opportunity," as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). The Equal Opportunity Clause is included herein as Federal Government Regulations, Section 2, Equal Opportunity Clause.
- I. PCI SECURITY COMPLIANCE:
Applicable vendors must comply with the Payment Card Industry Data Security Standard (PCI DSS). The PCI Data Security Standard requirements apply to all payment card network members, merchants and service providers that store, process or transmit cardholder data. The requirements apply to all methods of credit card processing; the most comprehensive and demanding of which apply to e-commerce websites, and retail POS systems that process credit cards over the Internet. PCI official website at: <https://www.pcisecuritystandards.org>.

REQUIRED CERTIFICATION / VENDOR INFORMATION

Proposer certifies that their proposal meets all specifications, terms and conditions contained herein.

Yes _____ No _____

If no, proposer must explain all deviations and exceptions in writing and attach to their bid response.

COMPANY NAME: _____

Authorized Business Partner Company Name: *(If applicable)*

TAX IDENTIFICATION NUMBER: _____

NAME AND TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE : (____) _____

FAX NUMBER : (____) _____

WEB PAGE: _____

EMAIL ADDRESS: _____

**This form must be completed and signed (manual or electronic) by an authorized person and returned with bid.
If this is not completed, entire bid will be considered non-responsive and void.**

SIGNATURE Date
We do hereby certify to the above section to be true and accurate to the best of our knowledge.

*PLEASE NOTE: If awarded a new W9 and Vendor Application must be completed.
Link: <http://www.bcn-nshe.org/purchasing/>*

