



NEVADA SYSTEM of HIGHER EDUCATION  
BUSINESS CENTER NORTH, PURCHASING DEPARTMENT

**REQUEST FOR PROPOSAL (RFP):**  
**Creation of Development and Alumni Relations Planned Giving Website,**  
**Printing, Mailing and E-blast Services**  
**RFP No.: 8293**

*On behalf of Development and Alumni Relations at the University of Nevada, Reno*

**KEY RFP DATES**

TIMETABLE FOR RFP	
Issue RFP	October 29, 2015
Question Submittal Deadline	November 5, 2015
Answers to Questions Deadline	November 12, 2015
<b>Proposal due Date &amp; Time (Public Bid Opening)</b>	<b>November 19, 2015 2:00pm Local Time</b>
Evaluations/Notification of Finalists Deadline	December 2015
Award Date (Estimated)	January 2016
Required Installation Deadline	January 2016

This RFP is issued by the office and person named below. All correspondence, including RFP questions, requests for clarification, and completed responses should be directed to the office and person named in the box below.

All proposals must be clearly labeled with this RFP number and the name of the proposer on the outside of the package(s)

**Paper:** One (1) original and (3) copies

**Electronic Format:** (1) USB drive or CD required

**All paper and electronic copies must be exact duplicates of the original.**

**Nevada System of Higher Education (NSHE)**

Business Center North (BCN)  
Purchasing Department, Bldg. 137  
Attention: **Betsy Brownfield** Buyer

**RFP No.: 8293**

1664 North Virginia Street

Reno, NV 89557-0242

Phone: 775-784-6552

Fax: 775-784-6017

Email: [bbrownfield@unr.edu](mailto:bbrownfield@unr.edu)

Please acknowledge receipt of this document by emailing [bbrownfield@unr.edu](mailto:bbrownfield@unr.edu). Include with your acknowledgement your company's name and contact person along with postal address, email address, fax and telephone number.

All costs incurred in the preparation and submission of the response to this RFP shall be the responsibility of the Proposer. Recipients of an RFP who do not wish to submit a proposal should email the above listed buyer or send a letter to the above address stating "NO BID" in reference to the RFP number in question.

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

**Note: All communication and updates regarding this RFP will be posted at the following website:**

**<http://www.bcn-nshe.org/purchasing/solicitations/>**

**(Current solicitations are listed first. Scroll down past current solicitations to see results once bid is awarded.)**

Business Center North Purchasing Department:

Desert Research Institute • Great Basin College • Truckee Meadows Community College

University of Nevada, Reno • Western Nevada College

NSHE System Administration • System Computing Services

<http://www.bcn-nshe.org/purchasing/>

**Creation of Development and Alumni Relations Planned Giving Website,  
Printing, Mailing and E-blast Services.**  
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## **SECTION 1: PROPOSAL PREPARATION**

### **A. Issuing Authority:**

The Nevada System of Higher Education (NSHE), Business Center North (BCN) Purchasing Department is the Issuing Authority for this RFP and for questions concerning the RFP process. All correspondence and questions pertaining to the content of this RFP must be emailed to the issuing Purchasing buyer listed below.

#### **BCN Contact:**

Betsy Brownfield  
BCN Purchasing  
1664 N. Virginia Street, Mail Stop 0242  
Reno, Nevada 89557-0242  
775-784-6552  
[bbrownfield@unr.edu](mailto:bbrownfield@unr.edu)

### **B. Instructions**

#### **1. Preparation, Format of Proposals:**

Proposals 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 Request for Proposal (RFP). The NSHE reserves the right to reject any or all proposals, or to make an award in the best interests of the NSHE and the University/College to the selected proposer(s) without further discussion or negotiations. It is solely the proposer's responsibility to submit their proposal in the format required. Failure to do so may result in your proposal being declared non-responsive.

Specific elements of a properly prepared proposal include:

- a) The name of the proposer, the RFP number and page number must appear on each page.
- b) The person signing the proposal must initial erasures or other changes.
- c) All cost information must be submitted separately, following the balance of the proposal.
- d) All proposers must submit a minimum of three references with similar installations with the products and services specified in the Request for Proposal Statement of Work.
- e) All proposers shall submit all contracts and agreements expected to be executed should they be selected as the awarded vendor for vetting by NSHE and the UNIVERSITY/COLLEGE.

The suggested format to be followed is:

- Complete Table of Contents;
- Introduction or executive summary;
- Unequivocal statement of proposer's agreement to all terms and conditions with clear explanations of any exceptions;
- List of a minimum of three references including complete contact information;
- Signed Certifications of Non-segregated Facilities, Non-Discrimination in Employment, and Debarment, Suspension or Ineligibility;
- Detailed description of proposal that includes content requested in Sec.3, Statement of Work.

#### **2. Submission of Proposals:**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the respondent's capability to satisfy the requirements of the proposal.

**Proposals shall be sealed 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 proposals.**

This Request for Proposal number and the name of the proposer shall appear on the outside of the package for the number of hard copies specified in the RFP Statement of Work following these formats:

- Acceptable electronic formats are Microsoft Word, Microsoft Excel and Adobe PDF.
- Electronic copies must be supplied on a USB drive or CD when required.
- FAXED or EMAILED proposals will not be accepted.

3. **Modification of Proposals:**

The proposer may modify Proposals at any time if mailed or hand carried so as to arrive on or before the date and time set for receipt of proposals.

4. **Withdrawal of Proposals:**

Proposals may be withdrawn by email, written or fax notice received by the NSHE prior to the due date and time of this proposal.

5. **Proposal Opening Procedure:**

Proposals shall be opened by the NSHE BCN Purchasing Department, in a manner that avoids disclosure of contents to competing proposers. A register of proposals containing the names of all responses received shall be prepared and retained by the Director of Purchasing. This register shall be open for public disclosure after contract award, except as otherwise outlined herein.

6. **Late Proposals:**

Proposals, modifications, or withdrawals received after the date and time set for receipt of this proposal will not be considered. Proposals received after the due date and time will be rejected and returned unopened upon request, at the expense of the proposer. The proposer is responsible for ensuring third party deliveries arrive at the time and place indicated in this document.

7. **Validity of Proposals:**

Proposals in response to this Request for Proposal shall be valid for a period of ninety (90) days from the due date of the proposal.

8. **Confidential/Proprietary Information:**

Proposals are not to Contain Confidential/Proprietary Information. NSHE is subject to the Nevada Public Records Law, Nevada Revised Statutes, Chapter 239. Pursuant to NRS 239.010, et seq., each and every document provided to NSHE is presumed to be a "public record" open to inspection and copying by any person. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

All Information in Proposals will be released pursuant to a Public Records Request. The NSHE advises that the content of your proposal or other information submitted to the NSHE is subject to public release, upon request, after contract award. If there is a request under the Public Records Law to inspect any part of the proposal including any information marked as "confidential" or "proprietary," NSHE will give no less than 14 calendar day notice to the Proposer of NSHE's intent to release all information requested in order to allow the Proposer the opportunity to seek court protection from public release of the information which the Proposer asserts is confidential. In the absence of an order by a Nevada court, with jurisdiction over NSHE, not to release the requested information or documents, it will be released.

NSHE is not Liable for Disclosure of Proposer's Documents or Information. NSHE shall not in any way be liable to Proposer for the disclosure of any information contained in Proposer's response to the RFP. Furthermore, Proposer represents and warrants that any document or information it provides to NSHE does not contain proprietary or confidential information owned or controlled by a third-party. If NSHE is required to defend an action with regard to information or documents provided by Proposer that is alleged to contain confidential or proprietary information owned or controlled by a third-party, Proposer shall defend and indemnify NSHE, its officers, employees and agents from and against any and all such claims, demands, losses, damages, costs and expenses, including attorney's fees and costs.

9. **Evaluations:**

Proposals will be evaluated in terms of the completeness and quality of features contained in the Proposal, compliance with the RFP process, pricing, proven track record, references, timeline, payment terms and previous performance with NSHE or the specific UNIVERSITY/COLLEGE. Evaluation criteria defined in this RFP will be used by the evaluators to determine the best qualifying proposal. 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. Not meeting a certain criteria does not necessarily exclude a respondent from the evaluation.

**Evaluation Criteria:**

The University/College will review all accepted responses based on the following Criteria:

Criteria
----------

- |   |
|---|
| <ul style="list-style-type: none"><li>• Compliance w/ RFP specifications</li><li>• References</li><li>• Firm experience providing services equal to those requested in this RFP</li><li>• Past record of performance</li><li>• Fees/expense structure</li></ul> |
|---|

**10. Oral Presentation:**

NSHE reserves the right to require any or all Proposers to make a formal, oral presentation. The presentation may be either in-person at a designated site specified by NSHE or a web based meeting. The Purchasing Department shall coordinate the scheduling of any presentations required. Each proposer should be prepared to discuss and substantiate all areas of its proposal. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers. The proposer shall be responsible for all costs associated with the presentation.

**11. Rejection of Proposals:**

NSHE reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- Proposal lacks signature by an authorized representative of Proposer;
- Evidence of collusion exists between the Proposers;
- Proposer fails to meet the terms and conditions as specified in the RFP;
- Evidence submitted by the Proposer leads NSHE to believe that Proposer will be unable to carry out the obligations of the agreement and to complete any or all of the work described;
- NSHE investigation determines the Proposer is not qualified to meet the obligations of the agreement and complete work described;
- Proposed cost of services exceeds budgetary constraints.

**12. 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 recommendation to award a contract is issued. The notice shall be delivered to the Director of BCN Purchasing and must include a statement specifying the basis for the protest, with specific reference to the applicable NRS provisions the protesting party alleges have been violated. Any notice of protest that is not submitted within 5 business days after the recommendation to award a contract will not be considered and any untimely filing of a notice of protest shall constitute a waiver of the right to file the protest.

A person filing a protest will be required to post a protest bond with a solvent surety authorized to do business in Nevada. The bond posted or other security must be submitted with the notice of protest and must be in an amount equal to 25% of estimated total value of the contract. The failure to post the required bond, or late posting of such bond, shall constitute a waiver of the right to file the protest.

The notice of protest will be reviewed by the Director of BCN Purchasing who will render a decision within 5 business days. If the protesting party is not satisfied with the Director's decision, an appeal may be submitted to the Vice President of Finance & Administration within 5 business days after the date the Director of BCN Purchasing issues the decision on the notice of protest. The Vice President of Finance & Administration will render a final decision, and no further appeal will be permitted.

All costs incurred in responding to the bid protest will be deducted from the protest bond, unless the protest is upheld in which case the bond or other form of security will be returned.

By submitting a notice of protest, the protesting party agrees that NSHE will not be liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by the protesting party in the protest process and waives any and all claims for such costs, expenses, attorney's fees, loss of income or other such damages.

**13. Award of Contract:**

The Director of Purchasing reserves the right to enter discussions with any or all proposers after the NSHE has initially reviewed proposals. This Request for Proposal may result in the award of contract(s) to the most qualified responsive and responsible proposer whose proposal, after evaluation by the NSHE and UNIVERSITY/COLLEGE, is considered the most advantageous to the NSHE and UNIVERSITY/COLLEGE.

This Request for Proposal will be subject to "evaluation" by the NSHE BCN Purchasing Department and UNIVERSITY/COLLEGE. The proposer is solely responsible for ensuring the content of its proposal meets the evaluation criteria set forth in the Request for Proposal. Additional, previously published information describing product features and capabilities and/or the vendor's capabilities and track record will be evaluated if such data is current and reflects the proposer's existing situation.

The BCN and UNIVERSITY/COLLEGE reserve the right to reject any or all proposals and to waive minor irregularities not considered by the NSHE to be essential to the evaluation process. The NSHE and UNIVERSITY/COLLEGE may, at their option, award parts of tasks if the Scope of Work lends itself to division and it is in the best interest of the NSHE and UNIVERSITY/COLLEGE.

NSHE reserves the right, where appropriate, to request for "Best and Final" offers. Such responses shall be subject to all provisions, and terms and conditions as set forth in the Request for Proposal, unless otherwise modified.

Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a signed purchase order. Agreements may be subject to the approval of NSHE's legal counsel and may require Board of Regents approval prior to execution.

Unless specifically stated herein, if a conflict or inconsistency exists between the terms set forth in this RFP document and successful Proposer's proposal, the language in this RFP document shall take precedence.

**C. General Terms and Conditions**

The following terms and conditions govern the RFP process and any agreement(s) entered into as a result of award of this RFP:

**1. Term of Contract:**

In the event a contract is entered into resulting from this awarded RFP it shall be for an initial period of three (3) years with options to renew for an additional two (2) years in one (1) year increments unless otherwise specified in this Scope of Work. Any contract term(s) will be mutually agreed upon. Contract renewals may be based on satisfactory vendor performance in compliance with original proposal requirements.

**2. Governing Law:**

All contracts resulting from award of this RFP shall be governed by and construed in accordance with the laws of Nevada. No action involving this contract may be brought except in the district and federal courts located in Washoe County, Nevada, USA.

**3. Contract Representatives:**

The Director of Purchasing will handle most contractual matters. A designated manager(s) for the University/College will address day-to-day operations as well as specific procedural matters. Vendors are expected to designate and maintain comparable representatives with authority to carry out their duties.

**4. Assignment:**

The Vendor shall not assign the contract in whole or in part without the express written consent of the Director of Purchasing nor shall the Vendor have the right to authorize or permit the use of NSHE facilities by third parties without the express written consent of the NSHE.

**5. Termination:**

The contract, or any portion of the contract, may be canceled for convenience by the NSHE, by giving sixty (60) days written notice to the vendor.

The contract, or any portion of the contract, may be canceled for "just cause" by the NSHE, by giving sixty (60) days written notice to the vendor. "Just cause" is defined as unsatisfactory performance or as any failure on the part of the vendor to comply with any of the provisions or terms and conditions of the contract.

In the event the vendor fails to materially 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 vendor 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.

It is understood and agreed, notwithstanding the provisions, terms and conditions of this RFP, 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 NSHE will notify the Vendor by giving sixty (60) days written notice. The NSHE will reimburse the Vendor for all services rendered through the end of the sixty (60) day notification period.

**6. Joinder Clause**

Within the parameters of NRS 332.195 – “Joinder or mutual use of contracts by local governments” and with the agreement of the vendor, the NSHE may join, or mutually use, the contracts or pricing agreements of appropriate federal, state, and local entities and consortiums. Where the NSHE uses the original contract in order to obtain quantity pricing or other competitive discounts, the original contract is not liable for the obligations of the NSHE. The requirements for competitive quotations and/or formal bidding may be considered satisfied through the use of the joinder contracts, including federal/state/local contracts, consortium agreements, and educational pricing agreements.

**7. Service of Notice:**

Any notice may be served effectively upon the NSHE 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 89557-0242, 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.

**8. Liability:**

The Vendor, 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 Vendor. Further, the Vendor 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 Vendor, or any of the Vendor's subcontractors, 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.

**9. Insurance Requirements:**

Contractor shall, at Contractor's sole expense, procure, maintain, and keep in force proper insurance for the duration of the Contract conforming to BCN Risk Management's minimum requirements which can be found at the following website:

<http://www.bcn-nshe.org/downloads/riskmgmt/NoticeToContractors.pdf>

Vendor must agree to add the “Board of Regents of the Nevada System of Higher Education” as an additional insured entity to the vendor's commercial general liability policy and include a waiver of subrogation.

Unless specifically noted herein or otherwise agreed to by BCN Risk Management, the required insurance shall be in effect on or prior to the commencement of work by Contractor and shall continue in force as appropriate until the latter of:

- a. Final acceptance by (Campus/College/Department) of the completion of this contract; or
- b. Such time as the insurance is no longer required by (Campus/College/Department) under the terms of this contract.

Note: Deductibles in excess of \$100,000 and self-insured programs will require review and approval on a case-by-case basis.

**10. Evidence of Insurance:**

Contractor shall provide the following documents in their proposal response:

- Certificate of Insurance: the Accord 25 Certification of Insurance form to evidence the insurance policies and coverage required of Contractor.

- Upon award of any contract, Contractor will be required to provide an updated Accord 25 Certification of Insurance including the required additional insured status and related endorsements.

**11. Worker's Compensation Insurance:**

For work performed on campus, Nevada Law requires that the Contractor shall provide worker's compensation insurance as stated in NRS 616B.627 or proof that compliance with the provisions of NRS Chapter 616A-D and all other related chapters is not required. The Contractor shall require the same insurance when the work is to be performed by a subcontractor. Certificates of Contractor's insurance shall be filed with the Nevada System of Higher Education, Business Center North's Director of Purchasing prior to commencing work.

**12. Change Orders:**

Changes in the scope, work or design, after award of contract, may be made or altered, increased or decreased. In such event, the Vendor 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 or designee.

**13. Contracts / Purchases by the Vendor:**

The vendor shall not use the name of the NSHE or UNIVERSITY/COLLEGE in contracts with suppliers or in any other manner. The Vendor shall make all contracts in its own name and the Vendor alone shall be responsible for those purchases and contracts. Nothing herein shall be construed as creating the relationship of partners, joint ventures, or agency.

**14. Codes/Regulations:**

Vendor shall be responsible for complying with all City, County, State and Federal Codes and Regulations, as applicable, in the performance of the Contract.

**15. Liquidated Damages:**

It is hereby mutually agreed, between the Vendor and *NSHE*, that Contract Time is an essential condition of the Contract. The Vendor agrees that all work shall be prosecuted regularly, diligently, and without interruption at a rate of progress that will ensure completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Vendor and *NSHE*, that the time for completion described in the Contract Documents is an acceptable time for the completion, taking into consideration the average climatic range and usual industrial and labor conditions prevailing in the locality of the Work. If the Vendor shall neglect, fail, or refuse to complete the Work within the specified Contract Time, as it may be extended by Change Order, then the Vendor does hereby agree, as a part of the consideration for receiving the award of the Contract, to pay to *NSHE*, not as a penalty, but as liquidated damages, the amount of money specified for each and every excess calendar day that is required to complete the Work.

The unit amount of liquidated damages is established as **one percent (1%)** of the Contract Amount for every Calendar Day after the Contract Time that the Work is not complete, and is a minimum and fixed amount mutually agreed upon by and between the Vendor and *NSHE* due to the impracticability and extreme difficulty of ascertaining in advance the actual damages *NSHE* would sustain should the Work not be completed within the Contract Time. Should monies due the Vendor for work performed be insufficient to cover such liquidated damages, then *NSHE* shall have the right to recover said sum or sums from the Vendor, from his Surety, or both. Liquidated damages will be assessed against the Vendor for the time that is required to complete the Contract over and above the authorized Contract Time. All changes to authorized Contract Time shall be set forth in Change Orders. Liquidated Damages shall cease to be assessed on the date of Notice of Completion.

**16. Claims for Damages:**

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within 14 days after the first knowledge of such injury or damage. Any costs caused by defective or ill-timed work shall be paid by the Vendor.

**17. Contractor's License:**

All Bidders shall be licensed by the State of Nevada to do the type and value of work contemplated in this project. If applicable, the successful bidder shall possess a valid and applicable Contractor's License issued by the Nevada State Contractors Board under the provisions of Chapter 624 of Nevada Revised Statutes, at the time of submitting his bid. All bidders shall ensure that all sub-bids utilized in preparing the bid have been obtained from subcontractors who are properly licensed on the bid date by the Nevada Contractors Board to perform their



portion of the work. A subcontractor named by the bidder who is not properly licensed for that portion of the work is unacceptable.

The bidder shall provide an acceptable subcontractor within 48 hours of discovery of the exception and before any further work on the project is undertaken. Bidders proposing to submit a "Joint Venture Bid" shall obtain the written approval of the Nevada State Contractors Board prior to submitting such a bid and shall include a copy of that approval with their bid submittal.

**18. Taxes, Permits, Fees and Notices:**

The Contractor shall pay all sales, consumer, use, and other taxes required by law. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall not be required to pay for a municipal or county building permit, or permanent utility connection fees.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the Work and *NSHE*. If the Contractor observes that any of the Contract Documents are at variance therewith, he shall promptly notify *NSHE* and/or Architect. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

**19. Warranty:**

Contractor shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the *NSHE*. Time is of the essence of this contract. Contractor shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

The Contractor shall unconditionally guarantee the workmanship and materials of the entire contract to be free of defects and remain free of defects in workmanship and materials for a period of one year from date of completion or acceptance of the final payment by the Contractor, or as called for in the specifications.

Each subcontractor shall unconditionally guarantee the workmanship and materials of his portion of the Contract to be free of defects and remain free of defects in workmanship and materials for a period of one year from the date of completion or acceptance of the final payment by the Contractor, or as called for in the specifications. Such guarantees shall be signed by the Subcontractor and shall be countersigned by the Prime Contractor who shall be responsible for the entire Work.

**20. Disadvantaged Vendor Enterprise:**

The Nevada System of Higher Education and Business Center North recognize the benefit of creating an equal opportunity for all vendors to participate in the procurement process; Business Center North is committed to diversity and nondiscrimination in its business operations. Accordingly, *NSHE* will make a good-faith effort to utilize minority business enterprises, women-owned business enterprises, disabled business enterprises, veteran/disabled or veteran-owned business enterprises, and small business enterprises throughout the procurement process. This effort does not equate to a quota or set percentage. All efforts to contact and engage small, minority, disabled, veteran, and women vendors will be fair and impartial.

**21. Compliance with US Employment Law:**

The awarded Contractor, sub-contractor and all applicable staff, required to fulfill the requirements of the award of this contract, whether in the form of a purchase order and/or a formal contract, shall be in compliance of all federal, state and local laws, in regards to employee eligibility to work in the United States. Failure to comply with this requirement may result in termination of the contract.

**D. Required Certifications**

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.

**1. 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? \_\_\_\_\_

## **2. 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.

## **3. NON-DISCRIMINATION IN EMPLOYMENT**

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

- a. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, with regard to 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, without limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. 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, and 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 (a) through (g) 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.

- h. The contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

#### **4. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY FOR AWARD** (Executive Order 12549)

By submitting a bid, the offeror 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.

#### **5. 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.

#### **6. 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.

#### **7. PREVAILING WAGE:**

In the case of non-federally funded projects, Washoe County prevailing wages apply as determined by the State of Nevada Labor Commission.

#### **8. 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.

#### **9. 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.

#### **10. 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>.

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 may be considered non-responsive and void.**

\_\_\_\_\_  
SIGNATURE Date  
*We do hereby certify to the above Section 1E.*

**E. References**

Provide the name and contact number of at least 3 references.

Company Name	Contact Name	Address	Telephone	E-mail	Years of experience with this client
1.					
2.					
3.					
4.					

**SECTION 2: STATEMENT OF WORK**

**A. Overview**

Development and Alumni Relations (DAR) works to communicate the work and mission of the University of Nevada, Reno and the University of Nevada, Reno Foundation with the purpose of securing financial support from alumni, friends, foundations, and corporations. The Office of Planned giving works directly with donors to address their financial needs and also to allow them to be able to leave a powerful legacy by including the University in their estate plans.

## **B. Scope of Work**

Fiscal Year 2016: Emphasis in Fiscal Year 2016 will be the design, completion and launch of a new planned giving website. The website should be launched no later than April 1, 2016 unless an extension is mutually agreed upon by both parties. It is requested that one (1) planned giving newsletter will also be designed, printed and mailed followed by one (1) planned giving postcard which will be designed, printed and mailed on or before June 30, 2016. Corresponding electronic communications will be sent after the newsletter and postcard are mailed. Email blasts, on topics and in a number to be determined by vendor staff in conjunction with the Planned Giving Office, will also be sent.

Fiscal Year 2017: Update and maintain planned giving website. Two (2) planned giving newsletters will be designed, printed and mailed, dates to be determined by vendor staff in conjunction with Planned Giving Office. Two (2) planned giving postcards will be designed, printed and mailed, dates to be determined by vendor staff in conjunction with Planned Giving Office. Corresponding electronic communications will be sent after the newsletters and postcards are mailed. Email blasts, on topics and in a number to be determined by vendor staff in conjunction with the Planned Giving Office, will also be sent.

Fiscal Year 2018: Update and maintain planned giving website. Two (2) planned giving newsletters will be designed, printed and mailed, dates to be determined by vendor staff in conjunction with Planned Giving Office. Two (2) planned giving postcards will be designed, printed and mailed, dates to be determined by vendor staff in conjunction with Planned Giving Office. Corresponding electronic communications will be sent after the newsletters and postcards are mailed. Email blasts, on topics and in a number to be determined by vendor staff in conjunction with the Planned Giving Office, will also be sent.

Please provide pricing based on a three (3) year contract with options to renew for an additional two (2) years in one (1) year increments. If there is a discount for multi-year pricing, please indicate.

### **Scope/Description of Services:**

1. Design, build and maintain a full-service planned giving website. The Planned Giving Office will have input in the design and update of the website, but all design, build and maintenance will be completed by the vendor. The website should include:
  - Donor profiles and stories specific to the University of Nevada, Reno
  - General information regarding planned giving strategies/techniques (including definitions and examples of bequests, trusts, charitable gift annuities, remainder trusts, etc.)
  - Gift calculator, such as for a charitable gift annuity, that would provide payment and tax income and deduction estimates
  - News and information regarding the planned giving industry, such as news releases regarding the IRA charitable gift rollover
  - Allied professional pages that include news, IRS decisions/opinions, statutes, gift calculators, etc.
  - News and events for the University of Nevada, Reno
  - Planned Giving Office staff page
  - Regular updates
  - Customized branding for the University of Nevada, Reno
  - Videos of either donor stories and/or planned giving models

- Analytics that include, but are not limited to, number of website visits, what pages were viewed, and donor referrals to the Planned Giving Office
- 2. Design, print and mail (postage costs included) approximately 3,500 each run full-color newsletter(s) with a response card. The newsletter will include, but is not limited to, donor and news/current events stories specific to the University of Nevada, Reno, and current events in the planned giving industry.
- 3. Design, print and mail (postage costs included) approximately 3,500 each run full-color postcard(s) with a response card. The postcard would be limited to a specific topic in planned giving.
- 4. Electronic communications, such as the sending of e-newsletters and postcards to correspond with printed mailings, and the sending of e-mail blasts on specific topics.
- 5. Interaction with Planned Giving/University staff regarding strategy discussions to assist in the development of marketing plans, and to recommend new/adjusted strategies to address donor responses to the website, newsletter and postcards.
- 6. It is requested that the scope of work be completed for approximately \$25,000 or less each fiscal year.

**Additional Questions for Each Vendor:**

1. Do you offer royalty-free newsletter, postcard, email and/or other marketing material templates that customer may use?
2. Do you offer pricing for design-only of newsletter, postcard and/or email, so that customer may print designed projects in-house or with a local printing company?
3. Do you offer a dedicated staff person/team to assist in the design and planning of a marketing strategy?
4. Do you bill for website design, construction and maintenance annually, quarterly, or monthly?
5. Do you bill for design and print services once a specific project is completed, or on an annual, quarterly, monthly basis?
6. Do you charge separately for revisions to the website, once it is constructed and launched?
7. Do you permit unlimited revisions to draft newsletter, postcard and/or emails?
8. In your proposal, please itemize costs for each service element, i.e. website, printed newsletter, and postcard. These costs should be projected based on the University's fiscal year, July 1 through June 30.

**SECTION 3: PROPOSAL REQUIREMENTS**

**A. PROPOSAL SUBMITTAL REQUIREMENTS:**

Proposers interested in submitting a response to this Request for Proposal should provide a succinct summary that addresses the following:

- Answer the additional questions in Scope of Work.
- Brief overview of your organization. Please include a description of your history, identify your senior management staff, and describe your organizational structure.
- Experience with this type of work.
- Proposal to include how the scope of work will be handled by your firm.

- Description of typical client team at your organization.
- Description of communication utilized by between your team members with members of clients' team.
- Overview of the processes you will use to ensure services in this RFP are successful.
- Sample of invoice.
- Provide detailed pricing for the requested services.

*Link: <http://www.bcn-nshe.org/purchasing>*