INVITATION TO BID # 10-0488
COLLEGE OF SOUTHERN NEVADA
Department of Purchasing
3200 E. Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
(702) 651-4766

The College of Southern Nevada, Purchasing Department, is seeking bids for:

SUPPLY OF SIGN LANGUAGE AND ORAL INTERPRETERS, NOTE TAKERS AND SPEECH TO TEXT PROVIDERS

Sealed bids in single copy subject to the conditions herein stipulated and in accordance with the specifications herein set forth and/or attached hereto, shall be accepted in the Purchasing Department of the College of Southern Nevada, Administrative Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296, until 3/17/10 2:00 P.M., and then publicly opened for furnishing the following supplies, and/or services, for delivery to the location as designated in the bid.

For information regarding this bid, contact:
Sally Seifert, Buyer III
College of Southern Nevada
3200 East Cheyenne Avenue - J1C
North Las Vegas, Nevada 89030-4296
702-651-4766
sally.seifert@csn.edu

IMPORTANT NOTES:
Bid prices shall be exclusive of any Federal or State taxes from which the Nevada System of Higher Education is exempt. Exemption certificates will be furnished when required.

All prices F.O.B. Destination, Freight Prepaid

DO NOT FAX RESPONSES

IMPORTANT: See Page 2 for Instructions and Terms and Conditions of this Invitation to Bid

AWARD MAY BE MADE TO MORE THAN ONE CONTRACTOR IF DEEMED TO BE IN THE BEST INTEREST OF THE COLLEGE.

FAXED RESPONSES SHALL NOT BE ACCEPTABLE

FIRM NAME ________________________________________________________________

ADDRESS ________________________________________________________________

CITY ___________________________ STATE ___________ ZIP _____________

PHONE ___________________________ FAX ___________________________
   (include area code with numbers)

FEDERAL TAX ID# ___________________________ EMAIL _________________________

(Type or Print Signers Name and Title) (Signature of Authorized Person)

Date ___________________________

INITIALED BY: ___________ Page 1 of 14
TERMS AND CONDITIONS OF THE INVITATION TO BID

1. PREPARATION OF BID.
   a) Bidders are expected to examine the drawings, specifications, and all instructions. Failure to do so shall be at the bidder’s risk.
   b) Bids are to be submitted on the bid form provided or copies thereof and shall be manually signed by pen. The bidder shall print or type his name on the bid and initial each continuation sheet thereof on which he makes an entry. If any erasures or changes appear on the form, the person signing the bid shall initial each such correction.
   c) Prices shall be submitted as requested in the bid. All figures shall be written in ink or typewritten. When units are identified, the price for each unit bid shall be shown. All prices shall include packing and transportation, unless otherwise specified. A total shall be entered in the amount column for each item bid. In case of discrepancies between prices quoted and extensions of price, the unit price shall prevail.
   d) All equipment or supplies shall be new, and of the manufacturer’s current year and model, unless otherwise specified herein.
   e) Alternate bids shall be considered only if indicated on bid form as an addition to, or as a substitute for the specific item.
   f) When not otherwise specified, bidder shall state definite time of proposed delivery. Days shall be calculated in calendar days.
   g) Bids are to be on this form; explanations, or supplemental material (necessary documents/attachments required under this bid), if any, are to be attached to the bid form as separate correspondence. Altering the invitation and bid form may render the bid null and void.

2. SUBMISSION OF BIDS.
   Bids and Addenda thereof shall be enclosed in sealed envelopes addressed to the College of Southern Nevada, Purchasing Department, Financial Services Building, 3200 E. Cheyenne Avenue, North Las Vegas, Nevada 89030-4296 with the name and address of the bidder, date, hour of opening, and the invitation number on the face of the envelope. Telegraphic, facsimile or telephone bids shall not be considered.

3. WITHDRAWAL OF BIDS.
   Bids may be withdrawn by written, facsimile, or telegraphic notice prior to date and time of opening.

4. LATE BIDS.
   Bids, modifications or withdrawals thereof received after the time set for bid opening as stated on Page 1 of this Invitation shall not be considered.

5. DISCOUNTS.
   The offered discount of a successful bidder shall form a part of the award evaluation. In connection with any discount offered, time shall be computed from the date of delivery of the equipment or supplies to destination or from the date the correct invoice is received in the Disbursements Office of the College of Southern Nevada, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the College Check.

6. AWARD OF CONTRACT.
   a) The contract shall be awarded to that responsible, responsive bidder whose bid, conforming to the invitation to bid, shall be most advantageous to the College of Southern Nevada.
   b) The College of Southern Nevada reserves the right to award by item, groups of items, or all items, based on price, delivery, quality, previous service, warranties and maintenance availability.
   c) The College reserves the right to reject any and all bids from any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
   d) The College reserves the right to reject any or all bids, in whole or in part, and to waive minor informalities, irregularities and omissions in bids received, whereby the best interests of the College of Southern Nevada would be served.
   e) The College may accept any item or group of items of any bid, unless the bidder qualifies his bid by specific limitations.
   f) A signed purchase order mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.

7. DEFAULT OF CONTRACT.
   In case of default of the contractors, the College may procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred thereby; provided that, if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. FAILURE TO FURNISH AT SPECIFIED PRICE.
   If a successful bidder fails to furnish any item at the price specified in the bid, whether such failure is due to a mistake of fact by the bidder or any other reason, the Director of Purchasing, College of Southern Nevada, may at his option cause the name of such bidder to be removed from the list containing the names of prospective bidders to whom invitations for bids are mailed for such period of time not exceeding one (1) year or less than six (6) months, or may impose a penalty of five (5) percent of total bid price of all items on which bid was submitted.

9. The use of the name of a manufacturer or of a special model (product) in the specifications does not restrict bidder to the manufacturer's equipment or product unless the bid specifies “No Substitutions Accepted.” This method is used merely to indicate the particular type, design, character or quality of the article desired. Further, it is not the intent of the Purchasing Department to specify an exclusive feature, manufactured only by one manufacturer, or any equipment (product) specified herein before, and if same has been done that part of the specifications may be waived. Bid shall be considered on products of other manufacturers and on other brands/models provided they conform to general specification requirements detailed hereinbefore.

INITIALED BY: ____________
ADDITIONAL TERMS AND CONDITIONS

PROMPT PAYMENT DISCOUNT:
The offered discount of a successful bidder shall form a part of the award evaluation. In connection with any
discount offered, time shall be computed from the date of delivery of the equipment or supplies at the destination
or from the date the correct invoice is received in the Financial Services Office at the College of Southern
Nevada, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the
College of Southern Nevada check is mailed out.

PURCHASE ORDERS:
The College of Southern Nevada, Purchasing Department shall issue a Purchase Order which shall authorize the
successful bidder to deliver and invoice for the service or materials offered. Delivery and invoicing shall all be in
accordance with and incorporated by reference, the terms, conditions and specifications of the bid documents.

PAYMENTS:
The successful bidder shall be paid upon submission of proper invoices and written verification of quantity
delivered. Partial payments shall be made at the sole discretion of the College of Southern Nevada, Purchasing
Department.

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

TAXES, LICENSES AND PERMITS:
It is the bidder’s responsibility for securing all required licenses, permits and insurance necessary for the proper
execution and completion of the work involved.

The College of Southern Nevada is exempted from paying state, local and federal excise taxes.

QUESTIONS CONCERNING BID:
Any questions regarding preparation of this bid or submittal of information required shall be directed to:

College of Southern Nevada
Sally Seifert, Buyer III
Purchasing Department - J1C
3200 East Cheyenne Avenue
North Las Vegas, Nevada 89030-4296
Phone: (702) 651-4766
Fax: (702) 651-4962

ADDENDUM AND INTERPRETATIONS:
If it becomes necessary to revise any part of this bid, a written addendum shall be provided to all bidders. The
College of Southern Nevada is not bound by any oral representation, clarification, or changes made in the written
specifications by College of Southern Nevada employees, unless such clarification or change is provided to
bidders in written addendum form from College of Southern Nevada, Purchasing Department.

BID PREPARATION AND SUBMISSION:
No responsibility shall attach to the College of Southern Nevada or any official or employee thereof, for the pre-
opening of, post-opening of, or the failure to open, a bid not properly addressed and identified. Telegraphic,
facsimile or telephone bids shall not be considered.

Alterations, modifications or variations may not be considered unless authorized by the invitation or by an
addendum.

Any irregularities or lack of clarity in the invitation should be brought to the attention of the College of Southern
Nevada, Purchasing Department, as soon as possible so an addendum may be furnished to all bidders.

INITIALED BY: ____________
GO GREEN:
In an effort to help preserve the environment and reduce both Vendor and CSN costs, CSN is asking that all submittals be packaged utilizing only standard 8.5” x 11” paper bound together either by staple, rubber band, or standard binder clips, omitting the use of 3 hole binders or other non-recyclable packaging. All submittals must be in a “SEALED” marked envelope with Bid or RFP number, vendor name, and bid closing date (submittals that are not packaged as requested will be accepted; alternate packaging will not be a deciding factor in bid award).

WITHDRAWAL OF BID:
Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the College of Southern Nevada, Purchasing Department in writing, or presents themselves in person with proper identification to the College of Southern Nevada, Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

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

REJECTION OF BIDS:
The College of Southern Nevada reserves the right to reject any or all bids, or any part of the bid, from any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

LATE BIDS: Formal, advertised bids indicate a time by which the bids shall be received in the College of Southern Nevada, Purchasing Department. Bids received after that time may be returned, unopened to the bidder.

AWARD OF CONTRACT:
Award shall be made to the lowest responsive and responsible bidder(s), judged on the basis of price, conformance to specifications, bidders’ qualifications, past performance, quality and utility of services, supplies, materials or equipment being offered and their adaptability to the required purpose, all in the best interests of the requesting department and the College of Southern Nevada, each of such factors being considered.

In determining the bidder’s responsibility, consideration shall be given to bidder’s possession of and limit on, any required license, experience, adequacy of equipment and qualified manpower, financial responsibility, and ability of the bidder to complete performance as required.

TERM OF CONTRACT:
Contract will be for a term of one year and shall thereafter automatically be extended for two (2) successive one-year periods unless terminated by either party.

DISQUALIFICATION OF BIDDERS:
Bidders may be disqualified and rejection of bids may be recommended by the College of Southern Nevada, Purchasing Department for any of (but not limited to) the following causes:

A. Failure to use the bid form furnished by the College of Southern Nevada, Purchasing Department.
B. Lack of signature by an authorized representative on the bid form.
C. Failure to properly complete the bid.
D. Evidence of collusion among bidders.
E. Unauthorized alteration of bid form.
F. Failure to submit requested documents required in bid terms, conditions and specifications.
G. Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
COLLUSION:
Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the College of Southern Nevada in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the College of Southern Nevada shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the Public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

PROTESTS OF BIDS:
Bid protests shall be in writing, directed to the Director of the Purchasing Department and shall be on file in the Purchasing Department no later than 15 calendar days after the bid opening. Protests received after that time period shall not be considered.

PLEASE REFER TO THE TERMS AND CONDITIONS AS STATED ON PAGE 2 OF THIS INVITATION. ALL TERMS AND CONDITIONS STATED HEREIN SHALL BE A PART OF THIS BID.

NON-DISCRIMINATION/AFFIRMATIVE ACTION

The Nevada System of Higher Education (NSHE) is committed to campuses free of discrimination and bias because of a person’s age, disability, ethnicity, gender, national origin, race, religion, or sexual orientation. Therefore, it is the policy of the University System that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, or sexual orientation. The proposer agrees to comply with applicable federal and state laws. Proposer must be an Affirmative Action/Equal Opportunity Employer. In addition, the vendor agrees to require like compliance by any subcontractors on the work by him.

INSURANCE:

The SUCCESSFUL VENDOR shall be required to furnish the Board of Regents, Nevada System of Higher Education (NSHE), College of Southern Nevada, and Purchasing Department with a Certificate of Insurance.

The Certificate of Insurance shall name the Board of Regents, Nevada System of Higher Education (NSHE) as Additional Insured.

Successful vendor will also be required to furnish a Workmen’s Compensation Certificate of Insurance Coverage. Such insurance shall remain in full force and be effective during the term(s) of the Contract.
SPECIFICATIONS

The College of Southern Nevada, an institute of Nevada System of Higher Education (NSHE), located in North Las Vegas, Nevada is seeking bids from qualified company(s) to provide sign language interpreting services and or speech to text services to satisfy the College’s ongoing needs and requirements:

Scope of Services:

a. Dispatch upon request the amount of necessary personnel to requisite locations to provide service in various settings. The settings are primarily post secondary educational, but are not limited to the classroom. Settings might include tutorial sessions, teacher meetings, orientations, student government meetings, athletic practices or staff meetings. Assignments might require travel or prep time.

b. Observe all College policies and regulations.

c. In the event that a client does not attend class or the specific assignment is not required at the time scheduled, the College will dispatch the service provider to a different location and utilize the providers services; or the college may dispatch the provider to the Deaf and Hard of Hearing Office and/or Disability Resource Center to serve as an on-site service provider.

d. The College reserves the right to change the duty assignment for a service provider to fulfill its needs without notice or prior authorization from the supplier. The College will compensate for travel time should this occur.

e. Service Providers needed under this contract will be Sign Language Interpreters, Oral Interpreters, Speech to Text providers and/or Note Takers. All requests must be filled with service providers that are in compliance as defined in the NRS 656A (Nevada Revised Statues).

f. Service Providers that do not qualify under the Community Interpreters Guidelines must be approved by the Senior Specialist prior to the assignment. This service provider will be billed to the College at a reduced rate. This rate must be outlined in the bid. Charges for an “Apprentice” interpreter hourly rate must be lower than a “Skilled” interpreter.

g. Payment for Note Takers and Speech to Text will be at a different pay scale than the Sign Language and Oral Interpreters.

h. All requests for prep time will be made in writing with justification. All prep time will be conducted on-site.

i. Conflicts or issues between institution personnel and service providers should be reported within 24 hours or the occurrence to the Office of Deaf and Hard of Hearing Services.

Management Reports:

The supplier shall provide in writing, within 24 hours, notification of a test, and change of location or cancellation of class for future dates.

The supplier shall provide weekly reports of who was assigned to the requested services and certifications or qualifications.

The supplier shall provide semester report-billing summaries including the assignment filled, hours’ charges and the name of the service provider sent.
**Invoicing Requirements and Billing Limitations:**
Supplier shall submit invoices with the following documentation and observe these requirements.

a. A time sheet for each billing period shall be submitted with each invoice and shall indicate the following:
   1. Client name
   2. Requesting Staff Member name
   3. Requested time duration
   4. Actual arrival and Departure time
   5. Location of assignment, and
   6. Cost of services

b. Services will be paid for by rounding up to the next quarter hour.

c. All services canceled 36 hours prior to session start time.

d. All services canceled after the 36 hour notification limit will be paid at the full assigned rate, unless supplier utilizes the interpreter in another setting. All service providers could be required to stay the billable time period to provide as needed on site services in the Deaf and Hard of Hearing Office or at the location assigned. No service provider shall be dismissed unless the Deaf and Hard of Hearing Services or company management have dismissed them personally.

e. Services will be billed for the requested period of time. Any additional services must have prior authorization from the office of the Deaf and Hard of Hearing Services.

f. Billings are to be submitted to the Deaf and Hard of Hearing Services twice a month. Each bill should include assignment requesting agent, provider’s names and cost.

**Supplier Staff Suitability**

The College has the right to interview supplier staff prior to being dispatched to determine the suitability of the applicant.

At any time and for any reason or without cause the College of Southern Nevada reserves he right to reject the services of any supplier personnel.

No individual that has been previously employed by the College can be assigned without prior approval.

**The Supplier Must:**

a. Demonstrate and or describe your firm’s qualifications and methods to accomplish the work.

b. Provide a list of service providers your firm can currently dispatch along with their qualifications.

c. Provide a copy of your firm’s Code of Conduct, which is subject to review by CSN. It must be signed and available for review upon request.
ADDITIONAL TERMS AND CONDITIONS:

1. The respondent is responsible for all associated costs incurred in responding to this bid. No claims for any such costs will be honored by the College.

2. No part of this bid will be considered proprietary. All pricing and documentation included with your bid may become public information.

3. This Invitation to Bid is in no way a commitment on the part of the College to purchase services. CSN reserves the right to reject any and all submittals or to accept any or all parties it deems advantageous to the College.

4. A respondent requiring clarification or interpretation of the project and craft skills should contact:

   Bradley Gruner  
   Interim Director of CAPS/DRC  
   College of So Nevada  
   3200 E Cheyenne Ave, C1T  
   Las Vegas, NV 89030  
   Phone: (702) 651 4099  
   Fax: (702) 651 4699  
   bradley.gruner@csn.edu

5. **Contract Period:**

   Contract will be for a term of one year and shall thereafter automatically be extended for two (2) successive one-year periods unless terminated by either party.

6. Bidders to submit a copy of license with their bid to be considered for this bid.

7. Contractor shall not charge a conversion cost or fee if employee is hired as a permanent College employee.

SPECIFICATIONS:

1. Persons provided for openings must meet the requirements stipulated in the Specifications section.

2. Licenses - Bidder will provide only employees who possess the appropriate certificate/licenses.

3. Laws - Bidder must comply with all local, state and federal laws and regulations effecting their business and employees.

4. Reporting Time - Provide guaranteed response time for employees reporting to assignments at CSN.

5. Work Schedule - Positions will be scheduled on an as needed basis with a two hour minimum.

6. Personnel shall report to the assigned location.
## APPENDIX A
### BID SCHEDULE

### SIGN LANGUAGE SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
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<tbody>
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<td>$_______ per hour</td>
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<tr>
<td>Apprentice</td>
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</tr>
</tbody>
</table>

**NOTES:**
1) Hourly rates shown above are all inclusive billable rates.
2) Shift/weekend work may be necessary to meet scheduled commitments.
3) All time sheets will be reviewed and approved by Trish Henderson, Director of Disability Services.
4) Any additional costs must be stated with your bid submittal below:

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This firm is licensed by the State as follows:

- **License No.**
- **Classification No.**
- **Federal Taxpayer ID #**
- **Firm Name**
- **Address**
- **City/State/Zip**
- **Phone #**
- **Fax #**

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Signature of Authorized Person

Type/Print Signers Name/Title

Date
CONTRACT

NEVADA SYSTEM OF HIGHER EDUCATION
COLLEGE OF SOUTHERN NEVADA
PURCHASING DEPARTMENT

THIS CONTRACT is made and entered into on this ______ day of _______________ 2010, by and between the Board of Regents of the Nevada System of Higher Education (hereinafter called “NSHE”) on behalf of the College of Southern Nevada (hereinafter called “Owner”) and ______________________(hereinafter called “Contractor”).

WITNESSETH:

CONTRACT DOCUMENTS

The following documents, together with this Contract form the Contract, and they are as fully a part of the Contract as if hereto attached or herein referred to or repeated:

ENUMERATION:

1. Contractor’s Response/Request For Bid No.: 10-0488
2. Appendix A

Conflict of Interest:
The Nevada System of Higher Education (NSHE) Board of Regents Handbook, Title 4, Chapter 10, and Section 7 prohibits a NSHE employee from being a contractor or vendor of services to any NSHE Institution under any authorized contract or purchase order. It also prohibits the NSHE employee to be interested, directly or indirectly, through any member of the employee’s household (as defined by NRS 281.434) or though any business entity in which the employee has a financial interest, in any contract or purchase order where there is compensation or profit of any kind. An employee at CSN is a NSHE employee.

Compensation:
The successful bidder(s) shall be paid upon the submission of proper invoices at the prices stipulated for the total services provided and accepted, less deductions, if any. Partial payments will be made at the sole discretion of the Nevada System of Higher Education, College of Southern Nevada Department of Deaf and Hard of Hearing Services. The college reserves the right to increase the $400,000.00 limitation with proper approval if it is deemed to be in the best interest of CSN.

Term of Contract:
Contract will be for a term of one year and shall thereafter automatically be extended for two (2) successive one-year periods if mutually agreed upon by the participants beginning _____________.

Assignment:
Neither the Contract nor any interest therein, nor claim there under, shall be assigned or transferred by the contractor unless expressly authorized in writing by the Director of Purchasing College of Southern Nevada. No such assignment or transfer shall relieve the Contractor from its obligations and liabilities under the contract.

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

Consumption Estimates:
The calculated dollar amount of the contract(s) is approximate only and has been prepared for the solicitation of bids. Payment to the successful Contractor(s) will be made for the actual hours furnished in accordance with the bid; and it is understood that the scheduled projects may be increased, decreased or omitted without, in any way, invalidating prices.

Default:
In case of default by the Contactor, the College reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.
Entire Contract:
This Contract, together with Bidder’s Response/Request for Bid No. 10-0488, Appendix A – Insurance Requirements, and other appendices hereto, constitutes the entire contract between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except in this Contract expressly set forth.

Force Majeure:
Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

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

Indemnity/Independent Contractor:
To the extent limited in accordance with NRS 41.0305 and NRS 41.039, the College of Southern Nevada shall indemnify, defend, and hold harmless ________________ from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act of failure to act by the College of Southern Nevada or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement, the College of Southern Nevada will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. The College of Southern Nevada’s indemnity obligation for actions sounding in tort is limited in accordance with the provisions of NRS 41.035 to $75,000.00 per cause of action.

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

Pricing:
Hourly billing rates will be in accordance with bid submittal #10-0488 and are shown below:

Appendix A

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</tbody>
</table>
**Insurance:**
Contractor shall, at Contractor’s sole expense, procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein otherwise agreed to by the Board of Regents, Nevada System of Higher Education 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 later of:

a. Final acceptance by the Board of Regents, Nevada System of Higher Education of the completion of this contract; or
b. Such time as the insurance is no longer required by the Board of Regents, Nevada System of Higher Education under the terms of this contract.

Any insurance or self-insurance available to the Board of Regents, Nevada System of Higher Education shall be in excess of and non-contributing with any insurance required from Contractor. Contractor’s insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the College of Southern Nevada, Contractor shall provide the College of Southern Nevada with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the College of Southern Nevada and immediately replace such insurance or bond with insurance or bond meeting the contract’s requirements.

**Workers’ Compensation and Employer’s Liability Insurance**
Contractor shall provide proof of workers’ compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616-D and all other related chapters, is not required.

**Commercial General Liability Insurance**

a. Minimum limits required:
   - $1,000,000 General Aggregate
   - $1,000,000 Products & Completed Operations Aggregate
   - $1,000,000 Personal and Advertising Injury
   - $1,000,000 Each Occurrence
b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under Contract.

**Business Automobile Liability Insurance**

a. Minimum limit required: $1,000,000 combined single limit per occurrence for bodily injury and property damage.
b. Coverage shall include owned, non-owned, and hired vehicles.
c. Coverage shall be written on ISO form CA 00 01 or a substitute providing equal or broader liability coverage.

**Professional Liability/Errors & Omissions Insurance**
Professional liability Insurance is required only if the Contractor is performing work of a professional nature:

a. Minimum limit required: $1,000,000 per Claim
b. Minimum limit required $3,000,000 Annual Aggregate
c. Retroactive date: Prior to commencement of the performance of this contract.
d. Discovery Period: Three (3) years after termination date of contract.
e. A certified copy of this policy is required.
Umbrella or Excess Liability Insurance

a. May be used to achieve the above minimum liability limits.
b. Shall be endorsed to state it is “As Broad as Primary Policies”.

General Requirements

a. Additional Insured: By endorsement to all liability policies, the Board of Regents, Nevada System of Higher Education shall be named as additional insured for all liability arising from the contract.
b. Waiver of Subrogation: Each liability insurance policy shall provide for waiver of subrogation against the Board of Regents, Nevada System of Higher Education.
c. Cross-Liability: All required liability policies shall provide cross-liability coverage.
d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the College of Southern Nevada. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed $5,000.00 per occurrence, unless otherwise approved by the NSHE’s Risk Manager.
e. Approved Insurer: Each insurance policy shall be:
   1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
   2) Currently rated A.M. Best as “A - IX” or better.

Evidence of Insurance

Prior to the start of any work, Contractor must provide the following documents to the College of Southern Nevada:

a. Certificate of Insurance: The accord 25 Certification of Insurance form or a form substantially similar must be submitted to the College of Southern Nevada to evidence the insurance policies and coverage’s required of Contractor.
b. Additional Insured Endorsement: An original Additional Insured Endorsement (ISO form CG20 10 11 85), signed by an authorized insurance company representative, must be submitted to the College of Southern Nevada, by attachment to the Certificate of Insurance, to evidence the endorsement of the Board of Regents, Nevada System of Higher Education as additional insured.
c. Policy Cancellation Endorsement: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without sixty (60) days prior written notice to the College of Southern Nevada, the policy shall no be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified herein. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Laws:
This Contract shall be construed in accordance with and governed by the laws of the State of Nevada.

Notice:
Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the Purchasing Department as follows:

Jack Holland, Director of Purchasing
College of Southern Nevada
3200 East Cheyenne Avenue – J1C
North Las Vegas NV 89030-4296
Notices shall be sent to the Contractor as follows:

All such notices shall be effective when deposited in the United States Mail.

Taxes, Licenses and Permits:
It is the bidder’s responsibility for securing all required licenses, permits, franchises, lawful authority, and insurance necessary for the proper execution and completion of the work involved.

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

Termination of Contract:
The College reserves the right to immediately terminate the contract for cause. CSN reasonably believes that the funding will be available for the whole duration of this contract. If CSN does not have sufficient funding available to continue with this project, it shall be terminated when the appropriated funds expire or with thirty(30) days written notice of termination.

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

Independent Contractor Status:
The Contractor expressly covenants and agrees that the Contractor’s employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of CSN, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that status.

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

____________________________________________   Date:__________________________
(Contractor/Title)

College of Southern Nevada

Recommended by:

____________________________________________   Date:___________________________
(Name and Title)

The Board of Regents, Nevada System of Higher Education on Behalf of the College of Southern Nevada:

Approved by:

____________________________________________   Date:__________________________
Patricia A Charlton, Senior VP of Finance and Facilities

INITIALED BY: __________