

CONTRACT TO PROVIDE SALARY EQUITY STUDY FOR THE COLLEGE OF SOUTHERN NEVADA

This Contract _____ ("**Contract**") is made effective as of the date last signed below by any authorized signatory (the "**Effective Date**") by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the College of Southern Nevada, _____ ("**Consultant**"), and is based on the following facts:

RECITALS

CSN requires a Consultant that can provide salary equity study services.

On October 5, 2026, CSN issued its Request for Proposal No. 27-0935 (the "**RFP**") seeking proposals from qualified contractors to provide salary equity study services in connection with the College of Southern Nevada

On October 28, 2026, Consultant submitted a proposal ("**Proposal**") in response to the RFP. The Proposal was later modified by Consultant's "Best and Final Offer" on _____, 20____.

CSN has accepted Consultant's Proposal as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **two (2)** years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for an additional two (2) year term ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

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Without renewing the Term of this Contract, CSN shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should CSN exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Consultant shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which CSN requests additional services.

D. TERMINATION FOR CONVENIENCE

CSN shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Consultant with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from CSN to Consultant, specifying the extent and effective date of the termination. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses. Consultant shall submit a written request for incurred costs performed through the date of termination and shall provide any substantiating documentation requested by CSN. In the event of such termination, CSN agrees to pay Consultant within thirty (30) calendar days after acceptance of invoice.

ARTICLE II SCOPE OF CONTRACT

Consultant shall provide the services as set forth below and as further described in Exhibit A, as modified by Consultant's Best and Final Offer, attached as Exhibit B (the "**Services**" which shall include any applicable Deliverable(s))

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Consultant's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Consultant's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (4) the Proposal (including all modifications, but not including any legal terms and conditions). Consultant agrees to be bound by any warranties and representations made by Consultant in the Proposal and shall notify CSN immediately if there are any material changes to the warranties and representations set forth by Consultant in its Proposal, as applicable.

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CSN may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that CSN elects to request additional services from Consultant, additional scope, schedule, and compensation will be negotiated with Consultant. Nothing in this Contract shall be construed as guaranteeing Consultant that any additional Scopes of Work will be actually requested.

ARTICLE III CONSIDERATION

The amount to be paid to Consultant for work performed under this Contract shall not exceed _____

Except as expressly provided for herein, all Consultant prices are inclusive of expenses.

In the event that CSN requests additional services from Consultant during the Term of this Contract or during any allowable Renewal Term(s), payments shall be made as agreed to between Consultant and CSN, but in no case will payments for such additional services be made until such services are performed and accepted by CSN. Any such payments and any such payment schedules shall be as negotiated between CSN and Consultant prior to the commencement of any work or Services.

Prices are to remain firm for the Initial Term of this Contract. In the event Consultant would like to request a price increase the following procedures apply.

- 1) Consultant should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Consultant should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) CSN alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than three percent (3%) above the price of the proceeding Term.
- 5) In the event of a decrease, Consultant is responsible for passing along the savings to CSN.
- 6)

Except as otherwise agreed to in writing, travel expenses shall not exceed \$XXX. All travel invoices must be accurate, include no mark-up by Consultant, and be substantiated by receipts.

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Consultant shall not be due any interest or penalty on any unpaid amounts.

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ARTICLE IV DEFAULT

A. DEFAULT BY CONSULTANT

CSN shall provide Consultant written notice of any material breach of this Contract. Should Consultant fail to cure such material breach within ten (10) business days following receipt of written notice, CSN shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Consultant shall terminate all work and take all reasonable actions to mitigate expenses, and Consultant shall immediately refund CSN a pro-rata amount of any advance or prepaid unearned monies. In case of default by Consultant, the CSN reserves the right to hold Consultant responsible for any actual, consequential, and incidental damages.

B. DEFAULT BY CSN

Consultant shall provide CSN written notice of any material breach of this Contract. Should CSN fail to cure such material breach within ten (10) business days following receipt of written notice, Consultant shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by CSN, Consultant shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, CSN hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Consultant (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by CSN. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Consultant and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

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- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (“ISO”) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.

Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate;

Professional Liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in annual aggregate.

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“**CSL**”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers’ Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from CSN. If providing services, Consultant shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/CSN as an additional insured. Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) Insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$100,000.00 per occurrence, unless otherwise specifically agreed to in writing by CSN. Such approval shall not relieve Consultant from the obligation to pay any deductible or self-insured retention.
- 6) Policy Cancellation / Change in Policies and Conditions Notifications

Should any of the insurance policies required by the insurance provisions of this Contract be suspended, voided, or cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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- 7) Consultant shall ensure the Primary Policy complies as follows—
- Consultant and parties contracting directly with CSN must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Consultant's insurance or self-insurance available to CSN shall be in excess of and non-contributing with any insurance required.
- 8) Consultant shall ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Consultant has an obligation to insure on behalf of CSN.
- 9) Consultant shall ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 10) Consultant shall provide Evidence of Compliance with Insurance Requirements
- Prior to the start of any work, Consultant must provide the following documents to CSN:
- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Consultant;
 - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
 - Endorsement reflecting Consultant insurance policies are primary over any other applicable insurance; and
 - Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/CSN NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/CSN in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless NSHE/CSN, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands,

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actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Consultant or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/CSN will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Consultant shall not settle any Claim or threat thereof without the prior written approval of NSHE/CSN, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/CSN or admit or attribute to NSHE/CSN any fault or misconduct.

Consultant shall be fully responsible for and shall indemnify CSN for any acts or omissions of any contractors, subcontractors, consultants, subconsultants, service providers, and vendors engaged by Consultant to perform any of the Services (collectively, "**Subcontractor(s)**").

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of this Contract. If sufficient appropriations and authorizations are not made by CSN, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by CSN to Consultant, and Consultant shall immediately refund CSN any pre-paid or advance unearned payments it made to Consultant.

B. ASSIGNS AND SUCCESSORS

Consultant shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of CSN. Notwithstanding the foregoing, Consultant shall be fully responsible to CSN and shall indemnify CSN for any acts or omissions of any Subcontractors hired by Consultant, regardless of whether CSN consented to the use of any such Subcontractors.

C. COMPLIANCE

Consultant warrants and agrees that it will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

D. CONFIDENTIALITY

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Consultant acknowledges and agrees that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs (whether by ownership or license) to CSN, whether originals or copies. Consultant acknowledges that CSN would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without CSN's prior written approval.

E. DEBARMENT/SUSPENSION STATUS

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

F. CONFLICT OF INTEREST

Consultant acknowledges that employees and members of NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. Consultant shall provide prompt written notice of any and all relationships to which Consultant becomes aware that there might be a conflict of interest. Consultant represents and warrants that Consultant shall not cause a violation of Nev. Rev. Stat. § 281A.400.

G. EQUAL EMPLOYMENT OPPORTUNITY

CSN is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Consultant certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, sexual orientation, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Consultant or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, CSN may declare Consultant in breach of this Contract and immediately terminate this Contract, and Consultant shall immediately refund CSN any prepaid or advance unearned monies that CSN paid to Consultant.

H. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals

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regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Consultant expressly consents to the jurisdiction of said court.

I. HEADINGS AND INTERPRETATION

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. The words “will” and “shall” denote a mandatory requirement or obligation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words “including,” “including without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

J. INDEPENDENT CONTRACTOR

Consultant expressly agrees that Consultant’s employees and/or Subcontractors shall not be treated or considered as the servants and employees of CSN, it being the intention of the parties that Consultant shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Consultant covenants and agrees to save and hold harmless CSN from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

K. MODIFICATION

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

L. NOTICES

Written notices required under this Contract shall be sent by certified mail (return receipt requested), a nationally recognized overnight courier with tracking capability, or by email to the following:

CSN as follows: Director of Purchasing
 3200 East Cheyenne Avenue
 North Las Vegas, NV 89030-4228

Consultant as follows:

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M. OWNERSHIP OF MATERIALS

By signing this Contract, Consultant acknowledges that any materials and/or CSN customer/user data that may result from its efforts, as related to this Contract, are the property of CSN and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of CSN. As applicable, Consultant shall provide good title to any applicable Deliverable(s), and Consultant shall execute any additional documents necessary to secure or renew CSN's rights in and to any applicable Deliverable(s). Consultant warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

Consultant shall participate in conference calls with CSN and/or provide details of its findings via written summaries, charts, or reports as may be requested by CSN. Any such written summaries, charts, findings, final reports or media summaries shall constitute a Deliverable(s).

Consultant acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Consultant and CSN, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of CSN free from any claims by Consultant or anyone deriving rights through them. Consultant hereby grants, sells, assigns, and transfers unto CSN, its successors, and assigns, all and any of Consultant's interest, right, title, and other intellectual property rights without limitation in and to the Deliverable(s), as well as the right to secure and renew any applicable copyrights in the original and in all derivative works in the United States and all other countries of the world, the right to redistribute the Deliverable(s) in any form and the right to sue for past, present, and future infringement of such rights, in the name of CSN. If, for any reason, the Deliverable(s) are not deemed to be a "work made for hire," this Contract shall operate as an irrevocable assignment of all rights thereto to CSN, its successors, and assigns. And if for any reason the Deliverables are not designated as an assignment or a "work made for hire" then Consultant grants to CSN, its successors, and assigns, a perpetual, exclusive, royalty-free license to use, copy, make, and redistribute the Deliverable(s) throughout the universe.

N. TAXES, LICENSES AND PERMITS

It is the Consultant's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Consultant warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. CSN is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes

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("NRS"). The NSHE/CSN State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Consultant certifies that it has a current Nevada business license or it is exempt, and agrees to provide immediate notice to CSN in the event the license is no longer valid.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

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

Consultant acknowledges and agrees that it shall not use the name of the Board of Regents of the Nevada System of Higher Education; College of Southern Nevada or any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**"). Consultant further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of CSN.

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) CSN supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by CSN. CSN also supports efforts to encourage local businesses to compete for CSN contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, CSN supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.

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- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Consultant must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the CSN prime Contract. The report must be available to CSN by September 15th of the applicable Contract year, and should contain the following information:
- a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g., local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e., African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e., African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos

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and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- 4) A Consultant with other contracts with CSN should report in accordance with the above requirements if the aggregate annual spend of CSN exceeds One Million Dollars (\$1,000,000).

S. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of Consultant. NSHE/CSN is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Consultant agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon CSN's request, during the Term or for a period of two (2) years thereafter, Consultant shall in a timely manner, allow CSN, CSN's internal auditor or a third party auditor retained by CSN to audit and analyze Consultant's compliance with the provisions of this Contract, and shall cooperate with any

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competent regulatory body and shall allow such other access to Consultant's premises and relevant records where required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Consultant shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Consultant shall ensure that all Consultant personnel providing the Services (which shall include Consultant principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for CSN or on CSN owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for CSN or on CSN Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by CSN representatives may be made of persons, personal effects, lockers, or other storage areas on CSN Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto CSN Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Consultant and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

APPROVED BY:

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA (CSN)**

RECOMMENDED BY:

APPROVED AS TO LEGAL:

APPROVED BY:

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