

Nevada System of Higher Education

System Administration
4300 South Maryland Parkway
Las Vegas, NV 89119-7530
Phone: 702-889-8426
Fax: 702-889-8492



System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

MEMORANDUM

To: NSHE Board of Regents
Fr: Melody Rose, Chancellor
Dt: February 28, 2022
Re: Services Provided to NSHE by the Gunter Group
Cc:

Background: Regent Joe Arrascada submitted a Regent Request under Title IV, Chapter I, Section IV of the Board of Regents handbook on Thursday, February 24, 2022. This request included that NSHE provide Regents with the contracts between the Gunter Group and NSHE, including what specific services are provided as well as all corresponding work orders executed to date. This memorandum provides a response to this request and includes attachments referenced below.

Professional Services Agreement 1 (Attached): The initial Professional Services Agreement (PSA) was signed on May 26, 2020, by Chancellor Thom Reilly. It was a 30-month agreement not to exceed \$750,000.00 to support implementation of Workday. This PSA was approved through the normal NSHE approval process for a No Bid Contract due to the critical nature of Workday to NSHE's mission, emergency concerns voiced by NSHE institutions, and limited time available due to COVID-19.

Professional Services Agreement 2 (Attached): The second PSA was entered into by Chancellor Rose on October 21, 2020, in order to support various aspects of the NSHE strategic plan. It was originally written not to exceed \$150,000.00, which was later amended to \$300,000.00. This PSA was approved through the normal NSHE approval process for a No Bid Contract through the competitive exception process. This PSA includes an itemized list of services as well as three work orders.

Fiscal Impact (See below): The potential fiscal impact of the work through the approved process is \$245,700.00, as provided in the Board of Regents meeting materials. This amount is the total authorized through three work orders in the following amounts.

- WO#1, 11/5/2020: \$29,500.00
- WO#2, 1/5/2021: \$74,000.00
- WO#3, 11/8/2021: \$142,000.00
 - **Total: \$245,700.00**

Expenditures to Date (Attached): As provided on the spreadsheet attached, the expenditures to date are \$128,787.80.


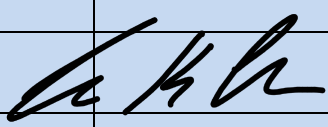
Fiscal Year	Vendor	Description	Program	PO Number	Receipt Number	Invoice Date	Invoice Number	Amount	
FY20	The Gunter Group	Workday implementation. Work Order #1	PG18185	PO-04-00001065	RCT-04-00004523	06/30/20	3359	44,013.00	
								44,013.00	Total
FY21	The Gunter Group	Workday implementation. Work Order #1	PG18185	PO-04-00001107	RCT-04-00004693	07/31/20	3405	22,800.00	
					RCT-04-00004835	08/31/20	3437	17,250.00	
					RCT-04-00004981	09/30/20	3467	26,605.00	
					RCT-04-00005072	10/31/20	3494	15,800.00	
					RCT-04-00005231	11/30/20	3545	9,295.00	
								91,750.00	Total
FY21	The Gunter Group	Workday implementation. Work Order #2	PG12471	PO-04-00001190	RCT-04-00005494	12/31/20	3592	6,275.00	
					RCT-04-00005495	01/31/21	3633	7,750.00	
					RCT-04-00005603	02/28/21	3686	5,275.00	
					RCT-04-00005735	03/31/21	3740	8,600.00	
					RCT-04-00005889	04/30/21	3793	5,900.00	
					RCT-04-00006041	05/31/21	3858	4,650.00	
					RCT-04-00006193	06/30/21	3937	7,725.00	
								46,175.00	Total
FY21	The Gunter Group	Workday implementation. Additional work	PG18185	PO-04-00001260	RCT-04-00005569	01/31/21	3632	27,630.00	
								27,630.00	Total
FY21	The Gunter Group	Workday implementation. Work Order #3	PG18185	PO-04-00001324	RCT-04-00006042	05/31/21	3857	9,340.00	
					RCT-04-00006143	06/28/21	3890	11,190.00	
								20,530.00	Total
FY22	The Gunter Group	Workday implementation. Work Order #3	PG18923	PO-04-00001406	RCT-04-00006335	07/31/21	3996	9,750.00	
					RCT-04-00006554	08/31/21	4058	12,462.50	
					RCT-04-00006622	09/30/21	4127	6,830.00	
					RCT-04-00006740	10/31/21	4196	5,130.00	
					RCT-04-00006912	11/30/21	4275	5,840.00	
					RCT-04-00007025	12/31/21	4339	5,715.00	
								45,727.50	Total to date
								275,825.50	Grand Total to date

Fiscal Year	Vendor	Description	Program	PO Number	Receipt Number	Invoice Date	Invoice Number	Amount	
FY21	The Gunter Group	NSHE Strategic Initiative Coordination Effort	PG03075	PO-04-00001190	RCT-04-00005281	11/30/20	3546	26,783.52	
								26,783.52	Total
FY22	The Gunter Group	NSHE Strategic Initiative Coordination Effort	PG12471	PO-04-00001427	RCT-04-00006334	7/31/2021	3997	6,000.00	
					RCT-04-00006555	8/31/2021	4059	10,550.00	
					RCT-04-00006754	9/30/2021	4128	22,154.28	
					RCT-04-00006755	10/31/2021	4197	16,350.00	
					RCT-04-00006913	11/30/2021	4276	18,950.00	
					RCT-04-00007025	12/31/2021	4340	11,550.00	
						1/31/2022	4408	16,450.00	
								102,004.28	Total to date
									128,787.80 Grand Total to date

CHANCELLOR'S OFFICE
CONTRACT/PURCHASE ORDER ROUTING SHEET FOR SYSTEM OFFICE
(INCLUDING ALL UNITS)
(Print on Blue Paper)

NOTE: If purchasing order follows contract approval, re-attach contract routing sheet to purchasing order.

If automatically renews or option to renew, date renewal or termination notice must be sent:	Term of agreement is 30 months. TIME SENSITIVE
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Dept/Unit	Description of the contract:	
NSHE	Professional services agreement (PSA) with The Gunter Group (TGG) to examine operational and process concerns surrounding NSHE's Workday implementation.	
Person submitting/contact with questions and telephone/email:		
SA Finance	Chris Gaub, cgaub_nshe.nevada.edu, 775.789.3783	
Initials:		Date:
INSTITUTION/RECOMMENDING PARTY:		 05/18/2020
DATE CONTRACT RECEIVED BY NSHE-LEGAL:		DEW 5/18/2020
NSHE DEPUTY GENERAL COUNSEL FOR SYSTEM ADMIN.: (IF APPROVED REQUIREMENTS IN THE PROCEDURES AND GUIDELINES MANUAL HAVE BEEN MODIFIED, PLEASE PROVIDE AN EXPLANATION ON PAGE 2).		ZTB 05-26-2020
NSHE OUTSIDE REAL ESTATE COUNSEL: (REAL PROPERTY TRANSACTIONS)		
FINANCE: (VERIFICATION OF ACCOUNT NUMBER & FUNDS)		CRG 5/14/2020
NSHE CHIEF GENERAL COUNSEL:		
CHIEF FINANCIAL OFFICER:		 05/18/2020
VICE CHANCELLOR:		
CHANCELLOR/OR DELEGATE FOR SIGNATURE AUTHORITY:		
CHAIR OF THE BOARD OF REGENTS:		
DATE RETURNED BY NSHE LEGAL TO SUBMITTING PARTY:		
RETURNED TO: Chris Gaub		

Describe the bid or quotation process for contracts or an explanation why there was no such process. If bid or quoted, please identify whether this contract is with the low bidder, and if not, why not.

No bid processed. Due to the critical nature of Workday, the emergent concerns voiced by NSHE institutions, and the limited time available to effect any review or improvement due to COVID-19 restrictions and fiscal year schedules, this engagement is being implemented through a Competitive Exception, not formal bid process.

For contracts over 5 years or with an open ended/indefinite time period, please explain why a long term contract is beneficial.

Not Applicable

If any requirements in the Procedures and Guidelines Manual were modified, please provide an explanation.

No modifications were made to the PGM.

Please identify the amount of the contract, (on an annual basis and for term of contract) the source of funds (with account number), and what alternatives were considered.

The PSA limits expense to \$750,000. Engagement will be defined over time through multiple sequential work orders. Initial expense for Work Oder #1 will be paid from state funds program PG18185. Work Order #1 expense is projected to be a total of \$108,000. Expense in FY 2020 is projected to be \$37,125.

Dani Williams

From: Chris Gaub
Sent: Monday, May 18, 2020 8:23 AM
To: Dani Williams
Subject: The Gunter Group - Professional Services Agreement - Final Legal Review and Chancellor's Signature
Attachments: The Guntner Group Professional Services Agreement V2 TGG signed - 5-14-20.pdf; The Gunter Group - Contract Routing Sheet-Blue - 5-14-15.pdf; The Gunter Group - competitive-exception-form - 5-14-20.pdf

Dani,

Attached are the blue routing sheet and professional services agreement and first work order with The Gunter Group, which is submitted for final legal review and signature by the chancellor. Please note that two signatures are requested in the file named "The Gunter Group Professional Services Agreement V2 TGG Signed – 5-14-20.pdf". The competitive exception is also attached for Zelalem's reference.

We are trying to issue the contract and PO by the end of the week. Expedited handling would be appreciated.

Thank you.

Chris

Christopher R. Gaub, MBA
Nevada System of Higher Education
System Administration Finance
SCS Budget and Contract Director
Reno, NV

cgaub@nshe.nevada.edu

775.789.3783 (Voice and FAX)

PUBLIC RECORDS NOTICE: In accordance with NRS Chapter 239, this email and responses, unless otherwise made confidential by law, may be subject to the Nevada Public Records laws and may be disclosed to the public upon request.

**Nevada System of Higher Education (NSHE)
Business Center North (BCN) Purchasing**

COMPETITIVE EXCEPTION – SOLE SOURCE REQUEST

This form is used to request a waiver of the NSHE and Federal requirements for competition in purchasing. The requirement for competition starts at any purchase of \$25,000.00 or more, and may be necessary for purchases less than \$25,000.00 where Federal funds are or may be involved. See [BCN Purchasing Guidelines](#) for details.

Campus & Department:	NSHE System Administration Finance
Department Contact/Requestor:	Chris Gaub on behalf of Andrew Clinger, Chief Financial Officer
Phone number and e-mail:	775.789.3783, cgaub@nshe.nevada.edu
Description of Product/Service:	NSHE-wide professional services engagement to analyze Workday alignment, governance, process consistency.
Total Cost of the Purchase or for the Entire Term of the Contract:	\$750,000
Supplier or Contractor Name:	The Gunter Group
NOTE: Supplier's Quotation, Scope of Work, or Detailed Specifications <u>must be attached</u>.	

Define why there is only one source by checking all that apply below and completing the corresponding section(s).		
<input type="checkbox"/>	Cooperative Agreements: This purchase is from a contract or price agreement established by a government agency, other colleges or universities, educational cooperatives or consortia. (May require competitive solicitation if over \$50,000)	Complete section A
<input type="checkbox"/>	Pre-Approved: This purchase is one of the pre-approved competitive exceptions listed in the BCN Purchasing Guidelines.	See section B
<input type="checkbox"/>	Research or Compatibility: Particular materials, supplies, equipment, or services are necessary for research purposes or for compatibility with existing products.	Complete section C
<input type="checkbox"/>	Grant Requirement: The award to a specific supplier, service provider, or contractor is a condition of a grant or donation that will fund the cost of the equipment, supply, service, or construction item.	Complete section D
<input type="checkbox"/>	Used Equipment: Used equipment, or products from an auction, closeout, bankruptcy, or similar sale.	Complete section E
<input checked="" type="checkbox"/>	Emergency Purchases: There exists an immediate danger to the public health, safety or the welfare of person(s), animal(s), the preservation or protection of property, or the continuance of a vital NSHE function.	Complete section F
<input checked="" type="checkbox"/>	Sole Source – Only One Supplier	Complete section G

Section A Cooperative Agreements

<input type="checkbox"/>	BCN Purchasing Lists the Supplier as a Preferred and/or Contracted Supplier (May require competitive solicitation if over \$50,000) OR	
<input type="checkbox"/>	Detail the valid, competitively solicited agreement that satisfies all requirements.	

Section B Pre-Approved – The product or service is one that BCN Purchasing has approved as being exempt from competitive solicitation. (See [BCN Purchasing Website](#))

Details for the non-competitive product or service.

Section C Research or Compatibility

Details of the previously purchased product(s) that must be matched for consistency of research, clinical trials, or compatibility

Section D Grant Requirement – If the product/supplier is specifically named in the grant, provide a copy of the section of the grant naming the requested product/supplier.

Details of the grant that specifies a certain supplier.

Section E Used Equipment

Details of the sale or auction (Limited to 150 characters, use attached sheets for more space):

Section F Emergency

Details of the emergency and who was notified and when

The Workday Financial and Human Capital Management system represents a \$45M information technology investment by NSHE. The institution Chief Business Officers (CBO's) have indicated to the NSHE Chief Financial Officer immediate and growing concerns stemming from the misalignment of Workday to the needs of NSHE institutions, a perceived ineffective governance process, and process/procedure inconsistency across all institutions. Due to the critical nature of Workday, the emergent concerns voiced by the CBO's, and the limited time available to effect any review or improvement due to COVID-19 restrictions and fiscal year schedules, we seek authorization to immediately engage The Gunter Group to assist NSHE in addressing these concerns.

Section G Sole Source – Why is the manufacturer or supplier uniquely qualified to provide the required item or service? Why must this item or service be purchased only from the proposed supplier? Why is a competitor's product not satisfactory? Explain the need for unique specifications and why the unique specifications are critical to the intended use. Identify the unique features, characteristics, or specifications that serves as justification for sole source. Note: Checking with other possible suppliers oneself is not justification; nor is lack of awareness of other suppliers. Patents alone are not sufficient justification for waiving the bid process.

Past consulting engagements with larger consulting firms have produced what tended to be formatted or templated responses based upon the consultant's past client experiences or standardized commercial models. We believe that a more agile and dynamic solution will be a better fit for what is an intricate and sensitive assessment of the Workday environment. We are requesting Sole Source authorization to engage The Gunter

Group (TGG) for a number of reasons including:

1. TGG maintains a business presence in Reno. This will allow TGG to provide onsite support and meet with many NSHE stakeholders without the need for travel expenses (billed to NSHE) or the time required to plan travel from remote locations to multiple NSHE locations.
2. TGG does not rely upon standardized solutions. Their process for defining the NSHE engagement involves first thoroughly understanding NSHE's complex needs and environment before executing any solution. This phase is known as the Alignment.
3. TGG has not scoped work beyond the Alignment Phase, known as the Analysis and Execution phases. This is purposeful and is designed to ensure that they understand NSHE's needs before conducting any analysis or implementing a solution. Analysis is intended to understand what is required to standardize Workday Usage. Execution is intended to actually implement remedial changes. This process allows them the flexibility to identify uniquely creative solutions and the agility to implement them for an organization as diverse as NSHE.
4. TGG has local consultants that are ready to begin work right away.
5. TGG has experience working with the CBO at TMCC.
6. While cost is by itself not justification for Sole Source, TGG is offering NSHE up to 60 pro-bono hours for its Principle Consultant valued at \$12,000 and is discounting Engagement Lead Ratee.
7. This Competitive Exception – Sole Source is requested for the full and ongoing engagement with TGG.

The waiving of formal bidding requirements does not mitigate the need to ensure purchases are competitively priced and the terms and conditions of the purchase are in the best interests of NSHE.

Complete this Competitive Exception Form and submit it with a Workday requisition to Purchasing for review and approval.

CERTIFICATION

The undersigned states that the undersigned has prepared the above documentation and that the facts and data set forth are complete and accurate to the best of the undersigned's knowledge and belief.

CONFLICT OF INTEREST: The Requestor certifies that to the Requestor's knowledge, no elected or appointed official or employees of the NSHE has benefited or will benefit financially or materially from this award. The awarded contract may be terminated by the NSHE if it is determined that gratuities of any kind from the Supplier, its agents, or its employees were either offered to or received by any of the aforementioned individuals.

Christopher R. Gaub, SCS Budget and Contract Director

REQUESTOR NAME AND TITLE (Please print or type)

System Administration Finance

(775) 789-3783

cgaub@nshe.nevada.edu

DEPARTMENT

PHONE

EMAIL

Christopher R. Gaub

5/14/2020

REQUESTOR'S SIGNATURE

DATE

[Signature]

05/18/2020

DEPARTMENT HEAD'S NAME & SIGNATURE

DATE

Attach completed and signed exception form along with other documentation to Workday requisition.

FOR BCN PURCHASING USE ONLY

NOTE: Exceptions require all necessary signatures above before Purchasing will review or process. Approved exceptions up to \$100,000 require the approval of the assigned Buyer or Purchasing Officer. Exceptions valued from \$100,000 to \$250,000 require the concurrence and approval of another Purchasing Officer. Exceptions valued over \$250,000 require the concurrence and approval of the Chief Procurement Officer or his designee.

Signature: _____
Buyer or Purchasing Officer

Date: _____

Signature: _____
Purchasing Officer

Date: _____

Signature: _____
Chief Procurement Officer or Designee

Date: _____

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into effective May 26, 2020, by and between The Board of Regents of the Nevada System of Higher Education ("NSHE"), a Nevada state government entity, and The Gunter Group LLC ("TGG"), an Oregon limited liability company (each a "**party**" and collectively referred to as the "**Parties**").

RECITALS

WHEREAS, NSHE wishes to engage TGG to lead and execute a Workday assessment and alignment project ("Services"), as specified in Exhibit A to this Agreement; and

WHEREAS, TGG wishes to provide the Services to NSHE under the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below and these Recitals, NSHE and TGG agree as follows:

AGREEMENT

1. Professional Services.

1.1 **Description of Services.** TGG shall provide the Services specified in Exhibit A to this Agreement.

1.2 **Manner of Rendering Services.** TGG shall determine the method, details, and means of performing the Services.

1.3 **Direction and Control of Services.** NSHE may not control, direct, or supervise TGG's employees.

1.4 **Services to Other Entities.** TGG is free to provide services to other entities or persons during the term of this Agreement.

1.5 **No Authority to Bind or Obligate NSHE.** TGG shall have no authority to bind, obligate or commit NSHE by any promise or representation, unless TGG has obtained the prior written approval of an authorized representative of NSHE.

1.6 **Compliance with Laws.** TGG shall strictly comply with all applicable federal, state, and local civil and criminal laws and statutes, ordinances, regulations and codes, including, but not limited to, those related to non-discrimination in the provision of Services, and the Health Insurance Portability and Accountability Act ("HIPAA").

2. Term and Termination of Services.

2.1 Term. The term of this Agreement shall begin on the date set forth above and, shall continue for a period of 30 months unless terminated earlier by either party in accordance with Section 2.2 of this Agreement.

2.2 Termination. Either party may terminate this Agreement at any time for any reason by providing not less than thirty (30) days' prior written notice to the non-terminating party. In the event of a termination, NSHE shall be responsible for paying to TGG only those fees earned under the applicable Work Order up to the date of the written notice of termination.

3. Compensation.

3.1 Fees for Services. NSHE shall pay TGG fees for services in accordance with the pricing set forth in each applicable Work Order, and shown in Attachment A. Fees, plus the payment for expenses as provided in Section 3.2, shall be the total due to TGG for all labor, material and deliverables (collectively, "Services") provided under this Agreement. The total contract cost shall not exceed \$750,000.00.

3.2 Expenses. TGG is responsible for business expenses incurred in providing the services under this Agreement including, but not limited to, TGG's normal and ordinary business expenses such as rent, administrative assistance, photocopying, postage, office supplies, or local telephone service. NSHE shall reimburse TGG for travel related expenses to the extent provided in each applicable Work Order.

3.3 Billing. TGG shall submit to NSHE a complete invoice at the end of every month in which Services are performed. Each invoice shall include a detailed description of TGG's services during that month and reference NSHE's associated purchase order. NSHE shall pay TGG all undisputed amounts by check within 30 days after receipt of TGG's invoice at TGG's address then on record with NSHE.

4. Relationship between the Parties.

4.1 Independent Contractor. TGG is an independent contractor and is engaged in an independently established occupation. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. None of the benefits provided by NSHE to its employees, if any, including but not limited to, workers' compensation insurance and unemployment insurance, shall be provided to TGG, or any of TGG's employees, subcontractors, agents or representatives.

4.2 Responsibility for Wages, Taxes, Workers' Compensation Coverage, Etc. TGG shall be responsible for providing any salary or other benefits or payments due to its employees and subcontractors, if any. Additionally, TGG shall be solely responsible for making all necessary and appropriate tax, social security, employment and workers' compensation and other withholding deductions and

payments for TGG, and any of TGG's employees and/or subcontractors. TGG also shall be solely responsible for providing any necessary and appropriate workers' compensation insurance coverage for TGG, and any of contractor's employees and subcontractors. TGG shall indemnify NSHE and hold it harmless from paying such costs or taxes.

4.3 Tools and Equipment. TGG is responsible for providing the principal tools, equipment and supplies for performance of the Services under this Agreement.

4.4 Permits and Licenses. TGG shall, at TGG's expense, obtain and maintain all permits, licenses and registrations necessary to perform the Services under this Agreement.

5. Return of Property and Documents. TGG agrees that hard and electronic originals and copies of records, reports, documents, lists, drawings, memoranda, notes, proposals, contracts and other documentation provided by NSHE, or containing any information described in Section 8 below belong to NSHE and shall be returned to NSHE immediately upon expiration of the Term or upon the termination of this Agreement, or at any time upon the written request of NSHE.

6. Insurance and Risk of Loss. TGG shall, at TGG'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:
<https://www.unr.edu/bcn-nshe/risk/contracts>

TGG 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.

7. Indemnification. Except to the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, the Parties agree to indemnify and hold harmless each other from and against any and all liabilities, claims, demands, causes of action, lawsuits, judgments, and costs, including reasonable attorney's fees, costs and disbursements, arising from or in connection with this Agreement to the extent caused by negligent acts or omissions by either party or willful disregard by either party of standards of professionalism common within the industries of either party including, without limitation, Generally Accepted Accounting Principles. The Parties' obligation to indemnify each other shall survive the expiration or termination of this Agreement. The Parties shall promptly notify each other of any third-party claim. Either party may, at their option, conduct the defense in any such third-party action described in this Agreement. The indemnified party promises to cooperate reasonably with such defense. NSHE is free to assert the defense of sovereign immunity as appropriate and allowed by law, in all cases, including malpractice and indemnity actions. Any and all monetary claims against the State of Nevada, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Office of the Attorney General for the State of Nevada and processed in accordance with Nevada Revised Statutes Chapter 41.

Any award for damages under NRS 41.035 against NSHE resulting from tortious conduct may not exceed the sum of \$100,000 per cause of action, may not exceed the sum of \$150,000 per cause of action if awarded on or after July 1, 2020, and may not exceed the sum of \$200,000 if awarded on or after July 1, 2022.

8. Confidential Information.

8.1 “Confidential Information” Defined. In the course of performing the Services, it is anticipated that either party may acquire knowledge orally and in writing regarding confidential and/or proprietary information concerning each Party and their clients, including: (i) matters of a technical nature, such as know-how, inventions, processes, products, designs, materials, drawings, concepts, formulas, trade secrets; (ii) matters of a business nature, such as information about costs, profits and pricing policies; (iii) markets, sales, suppliers, clients, plans for future development, plans for future products or services, marketing plans or strategies; and (iv) other information of a similar nature which is not generally disclosed by each Party or their clients to the public (referred to collectively as “Confidential Information”).

8.2 Non-Use and Non-Disclosure of Confidential Information. The Parties agree that during the term of this Agreement and at all times thereafter, the Parties will (1) keep secret and retain in the strictest confidence all Confidential Information; (2) not disclose Confidential Information to anyone except (i) employees or subcontractors of each Party, (ii) the Parties’ clients authorized to receive such information, or (iii) to third parties to whom such disclosure is specifically authorized; and (3) not use any Confidential Information for any purpose other than performance of Services under this Agreement without prior written permission from each Party.

8.3 Remedies for Breach. The Parties agree that it would be difficult to measure damages to each Party from any breach by the other Party of Section 8 of this Agreement, and that monetary damages would be an inadequate remedy for any such breach. Accordingly, the Parties agree that if they breach or threaten to breach Section 8, each Party is entitled to seek an injunction or other appropriate relief to restrain any such breach or threatened breach without proving any actual damage sustained by the respective Party. Nothing in this Section 8 limits the Parties from also seeking all other remedies they may have at law or in equity against the other Party for a breach or threatened breach of this Section 8.

9. Notices to the Parties. Notices required by this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving

notice to the other party as provided herein, notices shall be delivered to the parties at the following addresses:

TGG: The Gunter Group LLC
 Attn: Mike Gunter
 4380 SW Macadam Avenue, Suite 121
 Portland, OR 97239

NSHE: The Board of Regents of the
 Nevada System of Higher Education
 Attn: Andrew Clinger, Chief Financial Officer
 2601 Enterprise Road
 Reno, NV 89512-4901

10. Subcontracting. TGG may only subcontract for the performance of Services with NSHE's written consent. Any permitted subcontract made by TGG will contain terms and conditions substantially similar to those set forth herein so that NSHE receives the benefit of the subcontractor's performance as if subcontractor were TGG. TGG will guarantee the performance of any subcontractor used in performance of the Services. NSHE's consent to any subcontract will not relieve TGG of its obligations to fully perform under this Agreement. Any agreement with a permitted subcontractor will be subject to review and approval of NSHE.

11. Dispute Resolution.

11.1 Method of Resolution. Subject to the provisions of Section 8.3 above, any claim, controversy or dispute arising out of or in connection with this Agreement shall be resolved as follows:

11.2 Mediation. TGG and NSHE agree that the first step toward resolution shall be mandatory, non-binding mediation in Reno, Nevada with a neutral, third party mediator mutually selected by the parties. TGG and NSHE agree to share equally the costs of mediation, including the mediator's time and expenses.

12. Waiver of Breach.

12.1 The waiver by NSHE of any breach by TGG of any provision of this Agreement shall not operate or be construed as a waiver by NSHE of any subsequent breach by TGG.

12.2 The waiver by TGG of any breach by NSHE of any provision of this Agreement shall not operate or be construed as a waiver by TGG of any subsequent breach by NSHE.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any dispute requiring judicial intervention shall be resolved in the Second Judicial District Court in Washoe County, Nevada.

14. Severability. In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result but shall otherwise remain in full force and effect.

15. Amendments. This Agreement may be canceled, modified, or amended only by an instrument in writing and executed both by TGG and NSHE.

16. Entire Agreement. This Agreement, including any and all exhibits, sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior discussions, understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

17. Public Records. The Parties acknowledge that this Agreement and related documents, pursuant to Nevada's Public Records Act, is a public document and that NSHE may release copies of this Agreement to persons requesting the same. *See* NRS Chapter 239.

18. Force Majeure. Whenever a period of time herein prescribed for the taking of any action by a party, such party shall not be deemed in default hereunder, nor shall such party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, epidemics or pandemics, quarantine restrictions, failure or disruption of utilities or critical electronic systems, acts of God, civil disturbances, war, terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each "a **Force Majeure Event**"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the Force Majeure Event. If, pursuant to this force majeure provision, a party terminates this Agreement, TGG will cease to provide services under this Agreement and NSHE will cease paying for such services; provided, however, NSHE shall pay TGG for all services rendered prior to the date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

The Board of Regents of the
Nevada System of Higher Education

By:_____

Name: Thom Reilly_____

Title: Chancellor_____

THE GUNTER GROUP LLC

By: _____

Name: Michael B. Gunter_____

Title: Partner_____

EXHIBIT A

To Services Agreement Description of Services and Fees

Purpose of Exhibit A:

Exhibit A is included to:

1. Provide a high-level overview of the multiple phases of work associated with NSHE's request to improve their system-wide use of Workday
2. Define basic operating assumptions for delivery of the work
3. Provide a total Not to Exceed (NTE) cost for all purchase orders that NSHE will issue to TGG associated with this Agreement
4. Provide a contract term for use of the agreed NTE value

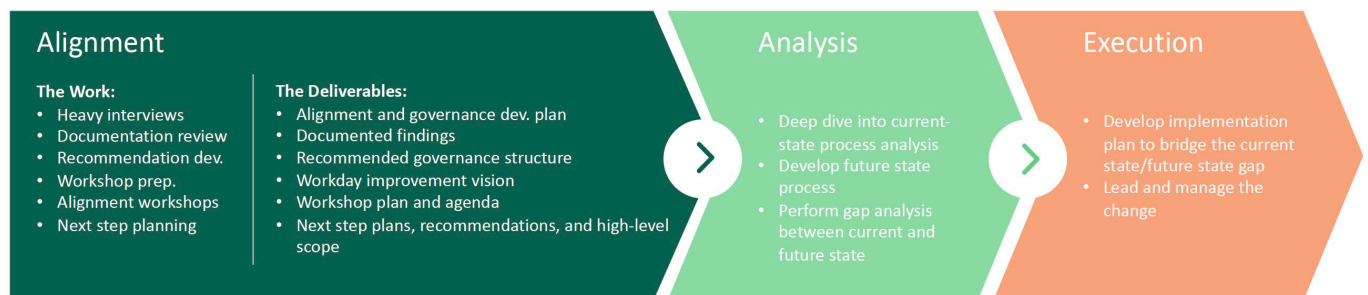
Background:

NSHE implemented the full Workday suite in the fall of 2017. Since then, the system has experienced challenges related to both governance, process, and procedure consistency across all institutions. NSHE's initial priority is to resolve issues related to Workday governance across all institutions.

To that end, NSHE has requested TGG to provide professional services to lead and execute a Workday alignment, analysis, and improvement project.

Description of Services

The primary role of TGG will be responsibilities and activities initially organized into the following three phases of work:



Alignment Scope:

The intent and general scope for the Alignment Phase is as follows: The alignment phase is intended to deliver a governance structure for managing Workday between NSHE, SCS and

their associated institutions. Interviews, documentation reviews, surveys, workshops, and next-step planning will all be leveraged to achieve this goal.

TGG's role in this phase of work will be to lead the engagement by preparing for and facilitating a series of workshops for NSHE, SCS, and the institutions' CBOs. TGG will also provide specific recommendations for next steps and scope recommendations for the Analysis Phase.

Analysis scope:

The intent and general scope for the Analysis Phase is as follows. The Analysis Phase will use the governance structure and high-level vision for improvement of Workday, produced in the Alignment Phase, as a starting point for current-state process analysis of Workday across the entire System. Then future-state processes will be designed in collaboration with key System and institutional stakeholders. These two sets of documentation will be used to conduct a gap analysis between current- and future- state. This gap analysis will be the grounding planning tool for use in the Execution Phase. Sub-contractors with Workday configuration expertise specifically relevant for NSHE may be leveraged in this phase of work to accelerate value creation.

TGG's role in this phase of work will be to lead the engagement and conduct the process and gap analysis. TGG will also provide specific recommendations for next steps and scope recommendations for the Execution Phase.

Execution scope:

The intent and general scope for the Execution Phase is as follows. The Execution Phase will consist of developing a project plan to implement the changes identified in the Analysis phase. Initiation, planning, execution, project control and monitoring, and closeout are all sub-phases of work potentially involved in managing the defined improvement initiatives that will become part of the Workday Improvement Portfolio.

TGG's role in this phase of work will be to lead the engagement and overall program implementation. This includes all aspects of effective program leadership including project planning, team building, risk management, change management, communication planning, analysis and testing, etc. With agreement from NSHE, TGG may subcontract specific components of work to subject matter expert partners, depending on project needs, to ensure changes are made in the most effective and efficient manner.

Resources

TGG will provide the following resources for this effort:

- **Tony Schweiss: Account Leader**
 - Tony will be the point of contact for the administrative relationship between NSHE and TGG. As the Account Leader, he is ultimately responsible for delivering defined outcomes to NSHE. Additional operational consulting

resources will be leveraged on a day-to-day basis to deliver the work defined in Exhibit B.

- **Additional Project Resources**

- Additional resources, such as those defined in Exhibit B, will be leveraged to complete these phases of work. Specific roles shall be approved by NSHE prior to beginning any work associated with an issued Purchase Order.

Timeline

The estimated duration for the services is 30 months starting at Agreement execution through November 30, 2022.

Assumptions

- The primary worksite will be at the NSHE location in Reno, Nevada. Work may be completed at any one of NSHE's affiliate institutions or in other remote locations.
- NSHE will provide access to appropriate staff, network, facilities and information necessary to complete the work
- NSHE will provide workspace including desk, telephone, computer, and access to the NSHE facilities, as appropriate or required.
- TGG will provide periodic updates regarding work, as determined with NSHE
- TGG will provide deliverables in a high quality and timely fashion in compliance with appropriate specifications
- Travel expenses will be billed at cost and with the approval of NSHE.

Purchase Order Requirements

The process for NSHE to purchase services from TGG under this Agreement is as follows:

Work Orders shall be drafted and mutually approved and signed by both parties.

- Each work order shall define delivery requirements for specific scopes of work requested of TGG by NSHE.
- Work Orders shall specify the services to be provided by TGG, TGG responsibilities, NSHE responsibilities, TGG staffing requirements, TGG assumptions, and estimates of cost.
- NSHE shall issue a Purchase Order associated with each Work Order agreement.
- Work Orders shall be incorporated into this Agreement and included in Exhibit B,

upon mutual agreement of the Work Order.

Agreement Value

The total cost of this Agreement, including all Work Orders, shall not to exceed (NTE) \$750,000.00.

Should either party determine a significant change is necessary, either to an executed Work Order or this Agreement, a Change Order ("CO") may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

EXHIBIT B

To Services Agreement Work Order #1

NSHE has requested TGG to provide professional services to lead and execute a Workday alignment, analysis, and improvement project. The first phase of the project, Alignment is outlined below.

Description of Services

The primary role of TGG in the Alignment Phase will be responsibilities and activities organized into the following scope, deliverables, and approach:

Scope:

- Bring CBOs and NSHE into alignment regarding Workday Governance going forward
- Learn and know the stakeholders; understand their motivation and concerns; determine what they think needs to change
- Catalog and categorize Workday processes and associated pain points
- Identify and document apparent and implicit risks
- Identify opportunities and potential best practices
- Outline a pragmatic plan to improve Workday over time
- Conduct a review and analysis of the Configuration Partner Program and provide recommendations

Deliverables:

Prepare & Conduct:

- Project plan
- CBO survey
- COB interview template
- CBO interviews and notes
- Configuration Partner Program (CPP) interview notes

Analyze:

- Summary of key findings
- Workshop plan and agenda
- Analysis of CPP

Align:

- Validated findings and priorities

- Alignment and governance plan
- Recommended governance structure including SLAs between SCS and the institutions
- Workday improvement vision
- CPP Recommendations
- Next steps plan, recommendations and high-level scope

Approach:

Alignment Phase Approach Details			
	ACTIVITIES	OBJECTIVES	SUCCESS CRITERIA
Prepare	<ul style="list-style-type: none"> Create project plan Identify stakeholders Conduct introductory survey with CBOs Review existing documentation Interview NSHE Workday Team leadership Schedule & prepare for stakeholder interviews 	<ul style="list-style-type: none"> Establish firm targets for achieving project goals Enter CBO interviews with sufficient background to make interviews productive 	<ul style="list-style-type: none"> Keep background analysis targeted enough that team can be informed but without preconceived solutions or going-in bias
Conduct	<ul style="list-style-type: none"> Conduct initial CBO interviews Conduct follow-on stakeholder interviews Document interview results 	<ul style="list-style-type: none"> Gather concrete concerns and priorities from critical stakeholders Capture impacts to CBO's ability to effectively support their institutions Build trust with CBOs 	<ul style="list-style-type: none"> Interviews structured to elicit thoughtful and candid feedback from CBOs and other stakeholders Impact of concerns raised must be captured CBOs feel their feedback is fully heard and valued
Analyze	<ul style="list-style-type: none"> Analyze, categorize and prioritize interview results Plan workshops with CBOs 	<ul style="list-style-type: none"> Identify common themes across institutions Identify problems with greatest impact to the institution's business operations Form recommendations for effective Workday governance 	<ul style="list-style-type: none"> Findings are clearly summarized and categorized with concrete impacts and recommendations identified
Align	<ul style="list-style-type: none"> Conduct findings and alignment workshops with CBOs Document workshop results Develop action plan for follow-on work 	<ul style="list-style-type: none"> Report interview findings back to CBOs Provide CBOs opportunity to validate and adjust findings and priorities for their institution and across all institutions Collaboratively align CBOs to common Workday governance 	<ul style="list-style-type: none"> CBOs understand and agree to challenges at each individual institution as well as challenges shared across institutions Consensus across institutions on the key priorities for the NSHE Workday Team

Resources

TGG will provide the following resources for this effort:

- **Dianne Eckert: Engagement Lead & Senior Analyst** – 40 hours per week
 - The Engagement Lead will serve as TGG's lead consultant and primary point of contact for NSHE. The Engagement Lead will be responsible for meeting with NSHE leadership to plan and forecast resources, identifying, evaluating and onboarding TGG resources, and managing the TGG team, in addition to the responsibilities described below.
- **Tony Schweiss: Account Leader** – 2-4 hours per week, pro bono
 - The Account Leader will be the point of contact for the administrative relationship between NSHE and TGG. As the Account Leader, he is ultimately

responsible for delivering defined outcomes to NSHE. He will meet with the Engagement Lead regularly to monitor progress, perform quality reviews, assess risk, and provide overall direction as needed.

Timeline

The estimated duration for the Alignment Phase of work is 18 weeks starting on or about May 29, 2020.

Services Fees

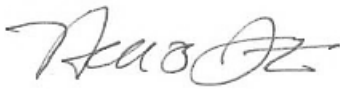
The estimates in this section are based on information available at this time. Should either party determine a significant change is necessary, a Change Order ("CO") to this Work Order may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

The table below summarizes the service fee estimate for the Alignment Phase:

Resource	Role	Rate / Hour	Hours	Total Cost (\$)
Dianne Eckert	Engagement Leader and Senior Consultant	\$150	720	\$108,000
Tony Schweiss	Account Leader and Engagement Advisor	\$200	Up to 60, pro bono	N/A

Signatures






SIGNATURES

The Board of Regents of the NEVADA SYSTEM OF HIGHER EDUCATION		THE GUNTER GROUP LLC	
Signature		Signature	
Printed	Thom Reilly	Printed	Michael B. Gunter
Title	Chancellor	Title	Partner
Date		Date	5/26/2020

CHANCELLOR'S OFFICE
CONTRACT/PURCHASE ORDER ROUTING SHEET FOR SYSTEM OFFICE
(INCLUDING ALL UNITS)
(Print on Blue Paper)

NOTE: If purchasing order follows contract approval, re-attach contract routing sheet to purchasing order.

If automatically renews or option to renew, date renewal or termination notice must be sent:	Time-Critical – Please Expedite
--	---------------------------------

Dept/Unit	Description of the contract:
NSHE	Amendment to existing services agreement for strategic planning support (Services Agreement #2) and execution of a new work order (WO #3) with The Gunter Group (TGG) for ongoing work and to facilitate NSHE Strategic Initiative Coordination Effort as presented to the Board of Regents at its September 9-10, 2021, meeting.
Person submitting/contact with questions and telephone/email:	
SA Finance	Chris Gaub, cgaub_nshe.nevada.edu, 775.789.3783
<div style="text-align: right;"> Initials: Date: </div>	
INSTITUTION/RECOMMENDING PARTY:	<div style="display: flex; justify-content: space-between;"> <div>  <small>CRG (Nov 1, 2021 14:49 PDT)</small> </div> <div>11/01/2021</div> </div>
DATE CONTRACT RECEIVED BY NSHE-LEGAL:	<div style="display: flex; justify-content: space-between;"> <div>  <small>Dani Williams (Nov 1, 2021 16:32 PDT)</small> </div> <div>11/01/2021</div> </div>
NSHE DEPUTY GENERAL COUNSEL FOR SYSTEM ADMIN.: (IF APPROVED REQUIREMENTS IN THE PROCEDURES AND GUIDELINES MANUAL HAVE BEEN MODIFIED, PLEASE PROVIDE AN EXPLANATION ON PAGE 2).	<div style="display: flex; justify-content: space-between;"> <div>YMNG</div> <div>11/4/2021</div> </div>
NSHE OUTSIDE REAL ESTATE COUNSEL: (REAL PROPERTY TRANSACTIONS)	
FINANCE: (VERIFICATION OF ACCOUNT NUMBER & FUNDS)	<div style="display: flex; justify-content: space-between;"> <div>  <small>MB (Nov 1, 2021 14:57 PDT)</small> </div> <div>11/01/2021</div> </div>
NSHE CHIEF GENERAL COUNSEL:	<div style="display: flex; justify-content: space-between;"> <div>YMNG for JR</div> <div>11/4/2021</div> </div>
CHIEF FINANCIAL OFFICER:	<div style="display: flex; justify-content: space-between;"> <div>  </div> <div>11/01/2021</div> </div>
VICE CHANCELLOR:	
CHANCELLOR/OR DELEGATE FOR SIGNATURE AUTHORITY:	<div style="display: flex; justify-content: space-between;"> <div>  </div> <div>11/8/2021</div> </div>
CHAIR OF THE BOARD OF REGENTS:	
DATE RETURNED BY NSHE LEGAL TO SUBMITTING PARTY:	<div style="display: flex; justify-content: space-between;"> <div>DEW</div> <div>11/8/2021</div> </div>
RETURNED TO: Chris Gaub	

Describe the bid or quotation process for contracts or an explanation why there was no such process. If bid or quoted, please identify whether this contract is with the low bidder, and if not, why not.

No bid processed. A Competitive Exception was processed when the services agreement was executed. It is attached for reference. A revision to the Competitive Exception is being processed at this time to address this additional work.

For contracts over 5 years or with an open ended/indefinite time period, please explain why a long term contract is beneficial.

Not Applicable

If any requirements in the Procedures and Guidelines Manual were modified, please provide an explanation.

No modifications were made to the PGM.

Please identify the amount of the contract, (on an annual basis and for term of contract) the source of funds (with account number), and what alternatives were considered.

The expense for WO #3 is \$142,200 and is to be paid from non-state funds program PG12471.

Total amount of FY 2022 Purchase Order (PO-04-00001427) with WO #3 is \$170,025.

Total amount allowed by the Competitive Exception is \$300,000.

AMENDMENT #1 to SERVICES AGREEMENT #2

Nevada System of Higher Education ("NSHE") and **The Gunter Group LLC** ("TGG") hereby attach this Amendment #1 ("AMD #1") to Services Agreement #2 ("Agreement") in accordance with Section 15 of the Agreement entered into by both parties on October 21, 2020. This AMD #1, effective September 1, 2021 and terminating on March 31, 2023, is subject to the terms and conditions of the Agreement. This AMD #1 may be amended or terminated as set forth in the Agreement and shall automatically and immediately terminate upon the termination of the Agreement.

TGG and NSHE hereby amend the Agreement as follows:

1. **The termination date** of is hereby changed to 3/31/23. The previously agreed upon effective date was 4/30/21.
2. **Agreement Value.** The total cost of the Agreement, including all work orders, is hereby changed not to exceed (NTE) \$300,000.
3. **COVID-19 Vaccine Requirement.** TGG's employees and independent contractors will comply with NSHE's Emergency COVID-19 Employee Vaccination Policy as it pertains to contractors and subcontractors (Title 2, Chapter 12 of the Nevada System of Higher Education Code).
4. Except as set forth herein, there are no additional changes to the Agreement.

AMD #1 to SERVICES AGREEMENT #2 SIGNATURES


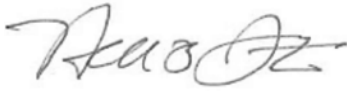
Board of Regents of the Nevada System of Higher Education		The Gunter Group LLC	
Signature		Signature	
Printed	Melody Rose	Printed	Michael B. Gunter
Title	Chancellor	Title	Partner
Date	11/8/2021	Date	10.29.2021

EXHIBIT C

To Services Agreement #2 Work Order #3

This Work Order #3 ("WO#3") under Professional Services Agreement #2 ("Agreement"), dated and effective as of October 21, 2020 (the "Order Effective Date") and amended September 1, 2021, is made by and between The Board of Regents of the Nevada System of Higher Education ("NSHE"), and The Gunter Group LLC ("TGG"). This WO#3 is incorporated into, forms a part of, and is in all respects subject to the terms of, the Agreement between NSHE and TGG dated October 21, 2020 and amended September 1, 2021. This WO#3 may be amended or terminated as set forth in the Agreement.

NSHE has requested TGG to provide consulting services to facilitate components of the development of NSHE's comprehensive strategic plan throughout 2021 and 2022.

Description of Services

The primary role of TGG will be to support and/or facilitate the following:

- Facilitate the Chancellor's Cabinet retreat
- Facilitate the Chancellor's Council of Presidents retreat
- Partner with the Strategic Plan Program Manager in support of the following:
 - Advisory services for hiring a strategic plan project manager
 - Interim project management support prior to NSHE hiring an FTE project manager
 - Facilitate initial visioning work for development of strategic plan
 - Advisory services for strategic plan development and general approach
 - Advisory services for change management and communication planning

Deliverables:

- Retreat agendas for the Cabinet and Council of Presidents retreat
- Relevant documentation and notes after the retreats
- Strategic Plan project documentation which may include:
 - Project plan
 - Schedule
 - Governance model
 - Project org chart development

Resources

TGG will provide the following resources for this effort:

- **Ashleigh Gunter: Partner and Strategy Practice Lead** – Primary facilitator
- **Tony Schweiss: Principal Consultant** – Secondary facilitator
- **TGG Enablement Consultant** – Project Support

Timeline

The estimated timeline for the services begins on September 1, 2021 and is completed by December 31, 2022.

Services Fees

The estimates in this section are based on information available at this time. Should either party determine a significant change is necessary, a Change Order (“CO”) to this Work Order may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

The table below summarizes the service fee and travel expenses estimate for facilitating the strategic planning session:


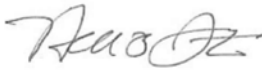
Resource	Role	Rate / Hour	Hours	Total Cost (\$)
Ashleigh Gunter	Partner and Strategy Practice Lead	\$300	210	\$63,000
Tony Schweiss	Principal Consultant	\$200	210	\$42,000
TBD	Consultant	\$170	160	\$27,200
Travel Allowance	N/A	N/A	N/A	\$10,000
Fee Total				\$142,200

Travel Expenses: we anticipate that most of the work will be performed remotely. In the event that travel is deemed necessary by NSHE, all travel expenses will be billed as incurred and shall comply with US Government GSA rules, regulations, and rates. Approval to incur travel expenses and any deviation from the travel requirements established in this

Work Order shall be approved in advance by NSHE's Chief Financial Officer. Travel expenses are not to exceed \$10,000.

Signatures

SIGNATURES

The Board of Regents of the NEVADA SYSTEM OF HIGHER EDUCATION		THE GUNTER GROUP LLC	
Signature		Signature	
Printed	Melody Rose	Printed	Michael B. Gunter
Title	Chancellor	Title	Partner
Date	11/8/2021	Date	11/01/2021

Nevada System of Higher Education

System Administration
4300 South Maryland Parkway
Las Vegas, NV 89119-7530
Phone: 702-889-8426
Fax: 702-889-8492




System Administration
2601 Enterprise Road
Reno, NV 89512-1666
Phone: 775-784-4901
Fax: 775-784-1127

MEMORANDUM

DATE: November 1, 2021

TO: Betsy Brownfield, BCN Purchasing

FROM: Christopher R. Gaub, System Administration Finance
SCS Budget and Contract Director 
CRG

CC: Michelle Blodgett, Business Manager
Steve Christensen, Senior Budget Coordinator

SUBJECT: Change Order to The Gunter Group Purchase Order (PO-04-00001427) for Strategic Planning Support

Please add a second line to PO-04-00001427 in the amount of \$142,200 from PG12471 with the spend category SC0355. The description for the line should read:

Work Order #3 with The Gunter Group (TGG) for ongoing work and to facilitate the NSHE Strategic Initiative Coordinator Effort.

The new Line Total Amount for the purchase order will be \$170,025.

The Work Order #3 and a copy of PO-04-00001427 are attached for reference.

Authorizing countersignatures for the request are below.

If you have questions, please do not hesitate to contact me directly.

Thank you.



Andrew Clinger, Chief Financial Officer



Melody Rose, Chancellor

Attachments

**Nevada System of Higher Education (NSHE)
Business Center North (BCN) Purchasing**

COMPETITIVE EXCEPTION – SOLE SOURCE REQUEST

This form is used to request a waiver of the NSHE and Federal requirements for competition in purchasing. The requirement for competition starts at any purchase of \$25,000.00 or more, and may be necessary for purchases less than \$25,000.00 where Federal funds are or may be involved. See [BCN Purchasing Guidelines](#) for details.

Campus & Department:	NSHE System Administration Finance
Department Contact/Requestor:	Chris Gaub on behalf of Andrew Clinger, Chief Financial Officer
Phone number and e-mail:	775.789.3783, cgaub@nshe.nevada.edu
Description of Product/Service:	Extend scope and increase limit of existing Competitive Exception dated 10-28-20 for strategic planning professional services provided by The Gunter Group (TGG). This increase facilitates support of the NSHE Strategic Initiative Coordination Effort as presented to the Board of Regents at its September 9-10, 2021 meeting. The existing Competitive Exception was approved for the full and ongoing strategic planning engagement with TGG.
Total Cost of the Purchase or for the Entire Term of the Contract:	Increased limit from \$150,000 to \$300,000
Supplier or Contractor Name:	The Gunter Group
NOTE: Supplier's Quotation, Scope of Work, or Detailed Specifications <u>must be attached</u>.	

Define why there is only one source by checking all that apply below and completing the corresponding section(s).		
<input type="checkbox"/>	Cooperative Agreements: This purchase is from a contract or price agreement established by a government agency, other colleges or universities, educational cooperatives or consortia. (May require competitive solicitation if over \$50,000)	Complete section A
<input type="checkbox"/>	Pre-Approved: This purchase is one of the pre-approved competitive exceptions listed in the BCN Purchasing Guidelines.	See section B
<input checked="" type="checkbox"/>	Research or Compatibility: Particular materials, supplies, equipment, or services are necessary for research purposes or for compatibility with existing products.	Complete section C
<input type="checkbox"/>	Grant Requirement: The award to a specific supplier, service provider, or contractor is a condition of a grant or donation that will fund the cost of the equipment, supply, service, or construction item.	Complete section D
<input type="checkbox"/>	Used Equipment: Used equipment, or products from an auction, closeout, bankruptcy, or similar sale.	Complete section E
	Emergency Purchases: There exists an immediate danger to the public health, safety or the welfare of person(s), animal(s), the preservation or protection of property, or the continuance of a vital NSHE function.	Complete section F
<input checked="" type="checkbox"/>	Sole Source – Only One Supplier	Complete section G

Section A Cooperative Agreements

<input type="checkbox"/>	BCN Purchasing Lists the Supplier as a Preferred and/or Contracted Supplier (May require competitive solicitation if over \$50,000) OR
--------------------------	--

Revised: April 2019

<input type="checkbox"/>	Detail the valid, competitively solicited agreement that satisfies all requirements.	
--------------------------	--	--

Section B Pre-Approved – The product or service is one that BCN Purchasing has approved as being exempt from competitive solicitation. (See [BCN Purchasing Website](#))

Details for the non-competitive product or service.

Section C Research or Compatibility

Details of the previously purchased product(s) that must be matched for consistency of research, clinical trials, or compatibility

TGG currently provides professional services to the chancellor in support of strategic planning and leadership alignment efforts with NSHE presidents and chancellor's staff. The chancellor has articulated to the Board of Regents an NSHE Strategic Initiative Coordination Effort utilizing resources from TGG. Increasing the amount of the Competitive Exception will allow the execution of additional work order(s) to continue the engagement with TGG.

Section D Grant Requirement – If the product/supplier is specifically named in the grant, provide a copy of the section of the grant naming the requested product/supplier.

Details of the grant that specifies a certain supplier.

Section E Used Equipment

Details of the sale or auction (Limited to 150 characters, use attached sheets for more space):

Section F Emergency

Details of the emergency and who was notified and when

Section G Sole Source – Why is the manufacturer or supplier uniquely qualified to provide the required item or service? Why must this item or service be purchased only from the proposed supplier? Why is a competitor's product not satisfactory? Explain the need for unique specifications and why the unique specifications are critical to the intended use. Identify the unique features, characteristics, or specifications that serves as justification for sole source. Note: Checking with other possible suppliers oneself is not justification; nor is lack of awareness of other suppliers. Patents alone are not sufficient justification for waiving the bid process.

Past consulting engagements with larger consulting firms have produced what tended to be formatted or templated responses based upon the consultant's past client experiences or standardized commercial models. TGG provides a more agile and dynamic solution for an intricate and sensitive process. TGG's Roles and Responsibilities for the NSHE Strategic Initiative Coordination Effort will include:

- Facilitating the Strategy Steering Team
- Developing Methodology
- Creating key documents and materials
- Periodically interview Board members for insights and input

The waiving of formal bidding requirements does not mitigate the need to ensure purchases are competitively priced and the terms and conditions of the purchase are in the best interests of NSHE.

Complete this Competitive Exception Form and submit it with a Workday requisition to Purchasing for review and approval.


CERTIFICATION

The undersigned states that the undersigned has prepared the above documentation and that the facts and data set forth are complete and accurate to the best of the undersigned's knowledge and belief.

CONFLICT OF INTEREST: The Requestor certifies that to the Requestor's knowledge, no elected or appointed official or employees of the NSHE has benefited or will benefit financially or materially from this award. The awarded contract may be terminated by the NSHE if it is determined that gratuities of any kind from the Supplier, its agents, or its employees were either offered to or received by any of the aforementioned individuals.

Christopher R. Gaub, SA Finance, SCS Budget and Contract Director

REQUESTOR NAME AND TITLE (Please print or type)

<u>NSHE System Administration Finance</u>	<u>(775) 789-3783</u>	<u>cgaub@nshe.nevada.edu</u>
DEPARTMENT	PHONE	EMAIL
<i>Christopher R. Gaub</i>		10/12/2021
REQUESTOR'S SIGNATURE	DATE	
<u>Andrew Clinger, CFO</u> 		10/13/2021
DEPARTMENT HEAD'S NAME & SIGNATURE	DATE	

Attach completed and signed exception form along with other documentation to Workday requisition.

FOR BCN PURCHASING USE ONLY

NOTE: Exceptions require all necessary signatures above before Purchasing will review or process. Approved exceptions up to \$100,000 require the approval of the assigned Buyer or Purchasing Officer. Exceptions valued from \$100,000 to \$250,000 require the concurrence and approval of another Purchasing Officer. Exceptions valued over \$250,000 require the concurrence and approval of the Chief Procurement Officer or his designee.

Signature: _____ Date: _____
Buyer or Purchasing Officer

Signature: _____ Date: _____
Purchasing Officer

Signature: _____ Date: _____
Chief Procurement Officer or Designee

SERVICES AGREEMENT #2

This Services Agreement #2 ("Agreement") is entered into effective October 21, 2020, by and between The Board of Regents of the Nevada System of Higher Education ("NSHE"), a Nevada state government entity, and The Gunter Group LLC ("TGG"), an Oregon limited liability company (each a "party" and collectively referred to as the "Parties").

RECITALS

WHEREAS, NSHE wishes to engage TGG to plan, design and facilitate a strategic planning session ("Services"), as specified in Exhibit A to this Agreement; and

WHEREAS, TGG wishes to provide the Services to NSHE under the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below and these Recitals, NSHE and TGG agree as follows:

AGREEMENT

1. Professional Services.

1.1 **Description of Services.** TGG shall provide the Services specified in Exhibit A to this Agreement.

1.2 **Manner of Rendering Services.** TGG shall determine the method, details, and means of performing the Services.

1.3 **Direction and Control of Services.** NSHE may not control, direct, or supervise TGG's employees.

1.4 **Services to Other Entities.** TGG is free to provide services to other entities or persons during the term of this Agreement.

1.5 **No Authority to Bind or Obligate NSHE.** TGG shall have no authority to bind, obligate or commit NSHE by any promise or representation, unless TGG has obtained the prior written approval of an authorized representative of NSHE.

1.6 **Compliance with Laws.** TGG shall strictly comply with all applicable federal, state, and local civil and criminal laws and statutes, ordinances, regulations and codes, including, but not limited to, those related to non-discrimination in the provision of Services, and the Health Insurance Portability and Accountability Act ("HIPPA").

2. Term and Termination of Services.

2.1 Term. The term of this Agreement shall begin on the date set forth above and, shall continue for a period of six months unless terminated earlier by either party in accordance with Section 2.2 of this Agreement.

2.2 Termination. Either party may terminate this Agreement at any time for any reason by providing not less than thirty (30) days' prior written notice to the non-terminating party. In the event of a termination, NSHE shall be responsible for paying to TGG only those fees earned under the applicable Work Order up to the date of the written notice of termination.

3. Compensation.

3.1 Fees for Services. NSHE shall pay TGG fees for services in accordance with the pricing set forth in each applicable Work Order (Work Order #1 attached as Exhibit B), and shown in Exhibit A. Fees, plus the payment for expenses as provided in Section 3.2, shall be the total due to TGG for all labor, material and deliverables (collectively, "Services") provided under this Agreement. The total contract cost shall not exceed \$150,000.

3.2 Expenses. TGG is responsible for business expenses incurred in providing the services under this Agreement including, but not limited to, TGG's normal and ordinary business expenses such as rent, administrative assistance, photocopying, postage, office supplies, or local telephone service. NSHE shall reimburse TGG for travel related expenses as defined in in each applicable Work Order (Work Order #1 attached as Exhibit B).

3.3 Billing. TGG shall submit to NSHE a complete invoice at the end of every month in which Services are performed. Each invoice shall include a detailed description of TGG's services during that month and reference NSHE's associated purchase order. NSHE shall pay TGG all undisputed amounts by check within 30 days after receipt of TGG's invoice at TGG's address then on record with NSHE.

4. Relationship between the Parties.

4.1 Independent Contractor. TGG is an independent contractor and is engaged in an independently established occupation. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. None of the benefits provided by NSHE to its employees, if any, including but not limited to, workers' compensation insurance and unemployment insurance, shall be provided to TGG, or any of TGG's employees, subcontractors, agents or representatives.

4.2 Responsibility for Wages, Taxes, Workers' Compensation Coverage, Etc. TGG shall be responsible for providing any salary or other benefits or payments due to its employees and subcontractors, if any. Additionally, TGG shall be solely responsible for making all necessary and appropriate tax, social security, employment and workers' compensation and other withholding deductions and

payments for TGG, and any of TGG's employees and/or subcontractors. TGG also shall be solely responsible for providing any necessary and appropriate workers' compensation insurance coverage for TGG, and any of contractor's employees and subcontractors. TGG shall indemnify NSHE and hold it harmless from paying such costs or taxes.

4.3 Tools and Equipment. TGG is responsible for providing the principal tools, equipment and supplies for performance of the Services under this Agreement.

4.4 Permits and Licenses. TGG shall, at TGG 's expense, obtain and maintain all permits, licenses and registrations necessary to perform the Services under this Agreement.

5. Return of Property and Documents. TGG agrees that hard and electronic originals and copies of records, reports, documents, lists, drawings, memoranda, notes, proposals, contracts and other documentation provided by NSHE, or containing any information described in Section 8 below belong to NSHE and shall be returned to NSHE immediately upon expiration of the Term or upon the termination of this Agreement, or at any time upon the written request of NSHE.

6. Insurance and Risk of Loss. TGG shall, at TGG'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: <https://www.unr.edu/bcn-nshe/risk/contracts>. TGG 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.

7. Indemnification. Except to the extent limited in accordance with NRS 41.0305 to NRS 41.039, inclusive, the Parties agree to indemnify and hold harmless each other from and against any and all liabilities, claims, demands, causes of action, lawsuits, judgments, and costs, including reasonable attorney's fees, costs and disbursements, arising from or in connection with this Agreement to the extent caused by negligent acts or omissions by either party or willful disregard by either party of standards of professionalism common within the industries of either party including, without limitation, Generally Accepted Accounting Principles. The Parties' obligation to indemnify each other shall survive the expiration or termination of this Agreement. The Parties shall promptly notify each other of any third-party claim. Either party may, at their option, conduct the defense in any such third-party action described in this Agreement. The indemnified party promises to cooperate reasonably with such defense. NSHE is free to assert the defense of sovereign immunity as appropriate and allowed by law, in all cases, including malpractice and indemnity actions. Any and all monetary claims against the State of Nevada, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Office of the Attorney General for the State of Nevada and processed in accordance with Nevada Revised Statutes Chapter 41.

Any award for damages under NRS 41.035 against NSHE resulting from tortious conduct may not exceed the sum of \$100,000 per cause of action, may not exceed the sum of \$150,000 per cause of action if awarded on or after July 1, 2020, and may not exceed the sum of \$200,000 if awarded on or after July 1, 2022.

8. Confidential Information.

8.1 "Confidential Information" Defined. In the course of performing the Services, it is anticipated that either party may acquire knowledge orally and in writing regarding confidential and/or proprietary information concerning each Party and their clients, including: (i) matters of a technical nature, such as know-how, inventions, processes, products, designs, materials, drawings, concepts, formulas, trade secrets; (ii) matters of a business nature, such as information about costs, profits and pricing policies; (iii) markets, sales, suppliers, clients, plans for future development, plans for future products or services, marketing plans or strategies; and (iv) other information of a similar nature which is not generally disclosed by each Party or their clients to the public (referred to collectively as "Confidential Information").

8.2 Non-Use and Non-Disclosure of Confidential Information. The Parties agree that during the term of this Agreement and at all times thereafter, the Parties will (1) keep secret and retain in the strictest confidence all Confidential Information; (2) not disclose Confidential Information to anyone except (i) employees or subcontractors of each Party, (ii) the Parties' clients authorized to receive such information, or (iii) to third parties to whom such disclosure is specifically authorized; and (3) not use any Confidential Information for any purpose other than performance of Services under this Agreement without prior written permission from each Party.

8.3 Remedies for Breach. The Parties agree that it would be difficult to measure damages to each Party from any breach by the other Party of Section 8 of this Agreement, and that monetary damages would be an inadequate remedy for any such breach. Accordingly, the Parties agree that if they breach or threaten to breach Section 8, each Party is entitled to seek an injunction or other appropriate relief to restrain any such breach or threatened breach without proving any actual damage sustained by the respective Party. Nothing in this Section 8 limits the Parties from also seeking all other remedies they may have at law or in equity against the other Party for a breach or threatened breach of this Section 8.

9. Notices to the Parties. Notices required by this Agreement shall be in writing. Notices may be served by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving

notice to the other party as provided herein, notices shall be delivered to the parties at the following addresses:

TGG:	The Gunter Group LLC Attn: Mike Gunter 4380 S Macadam Avenue, Suite 110 Portland, OR 97239
NSHE:	The Board of Regents of the Nevada System of Higher Education Attn: Andrew Clinger, Chief Financial Officer 2601 Enterprise Road Reno, NV 89512-4901

10. Subcontracting. TGG may only subcontract for the performance of Services with NSHE's written consent. Any permitted subcontract made by TGG will contain terms and conditions substantially similar to those set forth herein so that NSHE receives the benefit of the subcontractor's performance as if subcontractor were TGG. TGG will guarantee the performance of any subcontractor used in performance of the Services. NSHE's consent to any subcontract will not relieve TGG of its obligations to fully perform under this Agreement. Any agreement with a permitted subcontractor will be subject to review and approval of NSHE.

11. Dispute Resolution.

11.1 Method of Resolution. Subject to the provisions of Section 8.3 above, any claim, controversy or dispute arising out of or in connection with this Agreement shall be resolved as follows:

11.2 Mediation. TGG and NSHE agree that the first step toward resolution shall be mandatory, non-binding mediation in Reno, Nevada with a neutral, third party mediator mutually selected by the parties. TGG and NSHE agree to share equally the costs of mediation, including the mediator's time and expenses.

12. Waiver of Breach.

12.1 The waiver by NSHE of any breach by TGG of any provision of this Agreement shall not operate or be construed as a waiver by NSHE of any subsequent breach by TGG.

12.2 The waiver by TGG of any breach by NSHE of any provision of this Agreement shall not operate or be construed as a waiver by TGG of any subsequent breach by NSHE.

13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any dispute requiring judicial intervention shall be resolved in the Second Judicial District Court in Washoe County, Nevada.

14. Severability. In the event that any section or provision of this Agreement shall be held to be illegal or unenforceable, such section or provision shall be severed from this Agreement and the entire Agreement shall not fail as a result but shall otherwise remain in full force and effect.

15. Amendments. This Agreement may be canceled, modified, or amended only by an instrument in writing and executed both by TGG and NSHE.

16. Entire Agreement. This Agreement, including any and all exhibits, sets forth the entire understanding of the parties with respect to the subject matter of this Agreement, and supersedes any and all prior discussions, understandings and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

17. Public Records. The Parties acknowledge that this Agreement and related documents, pursuant to Nevada's Public Records Act, is a public document and that NSHE may release copies of this Agreement to persons requesting the same. *See NRS Chapter 239.*

18. Force Majeure. Whenever a period of time herein prescribed for the taking of any action by a party, such party shall not be deemed in default hereunder, nor shall such party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, epidemics or pandemics, quarantine restrictions, failure or disruption of utilities or critical electronic systems, acts of God, civil disturbances, war, terrorism, mass shootings or other emergencies that may disrupt the operations of the campus or facility, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each "a **Force Majeure Event**"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the Force Majeure Event. If, pursuant to this force majeure provision, a party terminates this Agreement, TGG will cease to provide services under this Agreement and NSHE will cease paying for such services; provided, however, NSHE shall pay TGG for all services rendered prior to the date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day
and year first above written.

The Board of Regents of the
Nevada System of Higher Education

By: Melody Rose

Name: Melody Rose _____

Title: Chancellor _____

THE GUNTER GROUP LLC

By: Michael B. Gunter

Name: Michael B. Gunter _____

Title: Partner _____

EXHIBIT A

To Services Agreement Description of Services and Fees

Purpose of Exhibit A:

Exhibit A is included to:

1. Provide a high-level overview of the work associated with NSHE's request to facilitate a system-wide strategic planning process
2. Define basic operating assumptions for delivery of the work
3. Provide a total Not to Exceed (NTE) cost for all purchase orders that NSHE will issue to TGG associated with this Agreement
4. Provide a contract term for use of the agreed NTE value

Background:

NSHE's Chancellor and Institution Presidents have agreed to begin a strategic planning process. This process will begin as soon as possible and likely go through February of 2021. This process will serve to align key leaders and stakeholders across the system to a more actionable strategic plan that can serve to set institutional direction and hold the leadership team accountable to their commitments.

To that end, NSHE has requested TGG to provide professional services to facilitate a system-wide strategic planning process

Description of Services

The primary role of TGG will be responsibilities and activities initially organized into the following phases of work:

- Phase I:
 - Between October 21 and mid-November, TGG will work with NSHE leadership to design, plan, and facilitate a strategic retreat for System leadership.
 - Deliverables for this work will include but are not limited to:
 - Summary of interview outcomes.
 - Summary of retreat outcomes with recommended next steps.
 - Future deliverables defined in future phases of work after the initial retreat.
 - During this period, future phases of this planning work will be analyzed and defined.
- Phase II:
 - Between mid-November and February 2021, TGG may work with NSHE leadership to refine the outcomes of the planned November 12 strategy retreat.
 - Activity during this phase may include:

- Additional meetings with the retreat group to plan and decide on strategic objectives, metrics, initiative planning, etc.
- Stakeholder management, including meeting with various stakeholders within the System Office as well as at the Institutions in order to seek plan input, gain buy-in, and communicate plan outcomes.
- Analysis of NSHE strategic plan reporting capability
- Refinement of the draft plan generated in the November 12 retreat for both practical internal use as well as for general publication.

Resources

TGG will provide the following resources for this effort:

- **Tony Schweiss: Account Leader**
 - Tony will be the point of contact for the administrative relationship between NSHE and TGG. As the Account Leader, he is ultimately responsible for delivering defined outcomes to NSHE. Additional consulting resources will be leveraged on a day-to-day basis to deliver the work defined in Work Order #1 in Exhibit B and future mutually agreed upon Work Orders.
- **Additional Resources**
 - Additional resources, such as those defined in Exhibit B, will be leveraged to complete this work. Specific roles shall be approved by NSHE prior to beginning any work associated with an issued Purchase Order.

Timeline

The estimated duration for the services is six months starting at Agreement execution through April 2021.

Assumptions

- Work may be completed at any one of NSHE's affiliate institutions or in other remote locations.
- NSHE will provide access to appropriate staff, network, facilities and information necessary to complete the work.
- NSHE will provide workspace including desk, telephone, computer, and access to the NSHE facilities, as appropriate or required.
- TGG will provide periodic updates regarding work, as determined with NSHE.
- TGG will provide deliverables in a high quality and timely fashion in compliance

with appropriate specifications.

- Travel expenses will be billed at cost and with the approval of NSHE.

Purchase Order Requirements

The process for NSHE to purchase services from TGG under this Agreement is as follows:

Work Orders shall be drafted and mutually approved and signed by both parties.

- Each work order shall define delivery requirements for specific scopes of work requested of TGG by NSHE.
- Work Orders shall specify the services to be provided by TGG, TGG responsibilities, NSHE responsibilities, TGG staffing requirements, TGG assumptions, and estimates of cost.
- NSHE shall issue a Purchase Order associated with each Work Order agreement.
- Work Orders shall be incorporated into this Agreement and included in Exhibit B, upon mutual agreement of the Work Order.

Agreement Value

The total cost of this Agreement, including all Work Orders, shall not to exceed (NTE) \$150,000.00.

Should either party determine a significant change is necessary, either to an executed Work Order or this Agreement, a Change Order ("CO") may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

EXHIBIT B

To Services Agreement Work Order #1

NSHE has requested TGG to provide professional services to plan, design and facilitate and a strategic planning session.

Description of Services

The primary role of TGG will be the session facilitation utilizing the following approach:



Deliverables:

- Summary of interview outcomes
- Summary of retreat outcomes with recommended next steps
- Future deliverables defined in future phases of work after the initial retreat

Resources

TGG will provide the following resources for this effort:

- **Ashleigh Gunter: Partner and Strategy Practice Lead** – Primary facilitator
- **Tony Schweiss: Principal Consultant** – Secondary facilitator
- **TGG Enablement Consultant** – Project Support

Timeline

The estimated timeline for the services is execution and completion by November 20, 2020.

Services Fees

The estimates in this section are based on information available at this time. Should either party determine a significant change is necessary, a Change Order ("CO") to this Work Order may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

The table below summarizes the service fee and travel expenses estimate for facilitating the strategic planning session:

Resource	Role	Rate / Hour	Hours	Total Cost (\$)
Ashleigh Gunter	Partner and Strategy Practice Lead	\$300	35	\$10,500
Tony Schweiss	Principal Consultant	\$200	26	\$5,200
TBD	Consultant	150	72	\$10,800
Fee Subtotal				\$26,500
Estimated Travel Expenses:				\$3,000
Total				\$29,500

Travel expenses will be billed as incurred. Estimated travel expenses assume one trip with a two-night stay in Las Vegas.

Signatures

SIGNATURES


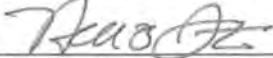
The Board of Regents of the NEVADA SYSTEM OF HIGHER EDUCATION		THE GUNTER GROUP LLC	
Signature		Signature	
Printed	Melody Rose	Printed	Michael B. Gunter
Title	Chancellor	Title	Partner
Date	11.5.20	Date	11.06.2020

EXHIBIT C

To Services Agreement Work Order #2

This Work Order #2 ("WO#2") under Professional Services Agreement #2 ("Agreement"), dated and effective as of October 21, 2020 (the "Order Effective Date"), is made by and between The Board of Regents of the Nevada System of Higher Education ("NSHE"), and The Gunter Group LLC ("TGG"). This WO#2 is incorporated into, forms a part of, and is in all respects subject to the terms of, the Agreement between NSHE and TGG dated October 21, 2020. This WO#2 may be amended or terminated as set forth in the Agreement.

NSHE has requested TGG to provide professional services to facilitate the completion of NSHE's revised 2021 Strategic Plan.

Description of Services

The primary role of TGG will be to facilitate the following:

- Definition and agreement about System-level metrics and targets tied to the existing 5 Strategic Goals.
- Definition and agreement about System-level initiatives and their associated success metrics.
- Strategic Plan document creation for publication. This document will be created in collaboration with a third-party marketing and communications firm. Assumptions include:
 - TGG will provide general management of the third-party firm, which will:
 - Develop overall visual guidelines for the document
 - Host a conceptualization call to align on document design goals
 - Provide a mock-up and two rounds of revision to provided document design
 - The final document will be no more than 18 pages long
 - Written copy for the document will be provided by NSHE staff and employees

Deliverables:

- Documented system-level metrics and targets
- Documented system-level initiative success metrics
- Strategic plan document ready for publication.

Resources

TGG will provide the following resources for this effort:

- **Ashleigh Gunter: Partner and Strategy Practice Lead** – Primary facilitator
- **Tony Schweiss: Principal Consultant** – Secondary facilitator
- **TGG Enablement Consultant** – Project Support

Timeline

The estimated timeline for the services begins on December 1, 2020 and is completed by July 16, 2021.

Services Fees

The estimates in this section are based on information available at this time. Should either party determine a significant change is necessary, a Change Order ("CO") to this Work Order may be added if mutually approved by both parties. The CO will describe the work modifications, changes to assumptions, and impact on service fees and timing.

The table below summarizes the service fee and travel expenses estimate for facilitating the strategic planning session:


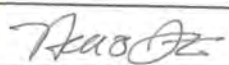
Resource	Role	Rate / Hour	Hours	Total Cost (\$)
Ashleigh Gunter	Partner and Strategy Practice Lead	\$300	90	\$27,000
Tony Schweiss	Principal Consultant	\$200	100	\$20,000
TBD	Consultant	\$150	100	\$15,000
Third Party Communications and Marketing	Completed Strategic Plan Document	N/A	N/A	\$7,000
Travel Allowance	N/A	N/A	N/A	\$5,000
Fee Total				\$74,000

Travel Expenses: we anticipate that all work will be performed remotely. In the event that travel is deemed necessary by NSHE, all travel expenses will be billed as incurred and shall comply with US Government GSA rules, regulations, and rates. Approval to incur travel expenses and any deviation from the travel requirements established in this Work

Order shall be approved in advance by NSHE's Chief Financial Officer. Travel expenses are not to exceed, \$5,000.

Signatures

SIGNATURES

The Board of Regents of the NEVADA SYSTEM OF HIGHER EDUCATION		THE GUNTER GROUP LLC	
Signature		Signature	
Printed	Melody Rose	Printed	Michael B. Gunter
Title	Chancellor	Title	Partner
Date	1/5/2021	Date	01/12/2021

**Nevada System of Higher Education (NSHE)
Business Center North (BCN) Purchasing**

COMPETITIVE EXCEPTION – SOLE SOURCE REQUEST

This form is used to request a waiver of the NSHE and Federal requirements for competition in purchasing. The requirement for competition starts at any purchase of \$25,000.00 or more, and may be necessary for purchases less than \$25,000.00 where Federal funds are or may be involved. See [BCN Purchasing Guidelines](#) for details.

Campus & Department:	NSHE System Administration Finance
Department Contact/Requestor:	Chris Gaub on behalf of Andrew Clinger, Chief Financial Officer
Phone number and e-mail:	775.789.3783, cgaub@nshe.nevada.edu
Description of Product/Service:	Professional services engagement to facilitate one or more strategic planning sessions with NSHE institution presidents, Chancellor's Cabinet, and Chancellor Rose. Sessions to begin on November 12, and preparatory work to begin immediately.
Total Cost of the Purchase or for the Entire Term of the Contract:	Not to exceed \$150,000
Supplier or Contractor Name:	The Gunter Group
NOTE: Supplier's Quotation, Scope of Work, or Detailed Specifications <u>must be attached</u>.	

Define why there is only one source by checking all that apply below and completing the corresponding section(s).		
<input type="checkbox"/>	Cooperative Agreements: This purchase is from a contract or price agreement established by a government agency, other colleges or universities, educational cooperatives or consortia. (May require competitive solicitation if over \$50,000)	Complete section A
<input type="checkbox"/>	Pre-Approved: This purchase is one of the pre-approved competitive exceptions listed in the BCN Purchasing Guidelines.	See section B
<input checked="" type="checkbox"/>	Research or Compatibility: Particular materials, supplies, equipment, or services are necessary for research purposes or for compatibility with existing products.	Complete section C
<input type="checkbox"/>	Grant Requirement: The award to a specific supplier, service provider, or contractor is a condition of a grant or donation that will fund the cost of the equipment, supply, service, or construction item.	Complete section D
<input type="checkbox"/>	Used Equipment: Used equipment, or products from an auction, closeout, bankruptcy, or similar sale.	Complete section E
<input checked="" type="checkbox"/>	Emergency Purchases: There exists an immediate danger to the public health, safety or the welfare of person(s), animal(s), the preservation or protection of property, or the continuance of a vital NSHE function.	Complete section F
<input checked="" type="checkbox"/>	Sole Source – Only One Supplier	Complete section G

Section A Cooperative Agreements

<input type="checkbox"/>	BCN Purchasing Lists the Supplier as a Preferred and/or Contracted Supplier (May require competitive solicitation if over \$50,000) OR
--------------------------	--

Revised: April 2019

<input type="checkbox"/>	Detail the valid, competitively solicited agreement that satisfies all requirements.	
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Section B Pre-Approved – The product or service is one that BCN Purchasing has approved as being exempt from competitive solicitation. (See [BCN Purchasing Website](#))

Details for the non-competitive product or service.

Section C Research or Compatibility

Details of the previously purchased product(s) that must be matched for consistency of research, clinical trials, or compatibility

Section D Grant Requirement – If the product/supplier is specifically named in the grant, provide a copy of the section of the grant naming the requested product/supplier.

Details of the grant that specifies a certain supplier.

Section E Used Equipment

Details of the sale or auction (Limited to 150 characters, use attached sheets for more space):

Section F Emergency

Details of the emergency and who was notified and when

Chancellor Rose along with both university presidents are new to NSHE. Chancellor Rose would like to take immediate steps to:

- Align NSHE leadership with the Board of Regent's Budget Reduction Response Committee and accelerate its high-level goal
- Align presidents and System Administration to achieve clarity in preparation for the January legislative preview
- Enhance NSHE-wide unity to strengthen the System's direction, align new leadership, and develop clear understanding of each institution's goals
- Build accountability structures around NSHE's existing goals and make them central tools for planning and reporting

Chancellor Rose's initial planning meeting is scheduled for November 12, and we seek authorization to immediately engage The Gunter Group to assist NSHE in achieving the strategic planning steps listed above.

Section G Sole Source – Why is the manufacturer or supplier uniquely qualified to provide the required item or service? Why must this item or service be purchased only from the proposed supplier? Why is a competitor's product not satisfactory? Explain the need for unique specifications and why the unique specifications are critical to the intended use. Identify the unique features, characteristics, or specifications that serves as justification for sole source. Note: Checking with other possible suppliers oneself is not justification; nor is lack of awareness of other suppliers. Patents alone are not sufficient justification for waiving the bid process.

Past consulting engagements with larger consulting firms have produced what tended to be formatted or templated responses based upon the consultant's past client experiences or standardized commercial models. We believe that a more agile and dynamic solution will be a better fit for what is an intricate and sensitive process. We are requesting Sole Source authorization to engage The Gunter Group (TGG) for a number of reasons including:

1. TGG maintains a business presence in Northern Nevada. This will allow TGG to meet with many NSHE stakeholders without the need for travel expenses.
2. TGG has local resources that are ready to begin work right away. To meet the November 12 deadline, TGG must begin its work immediately.
3. TGG has past experience working with NSHE and is currently working with NSHE on a critical Workday engagement. Their size and an understanding of NSHE's unique needs makes TGG a good fit for critical and strategic engagements.
4. TGG does not rely upon standardized solutions. Their process for defining the NSHE engagement involves first thoroughly understanding NSHE's complex needs and environment before executing any solution.
5. This Competitive Exception – Sole Source is requested for the full and ongoing strategic planning engagement with TGG.

The waiving of formal bidding requirements does not mitigate the need to ensure purchases are competitively priced and the terms and conditions of the purchase are in the best interests of NSHE.

Complete this Competitive Exception Form and submit it with a Workday requisition to Purchasing for review and approval.

CERTIFICATION

The undersigned states that the undersigned has prepared the above documentation and that the facts and data set forth are complete and accurate to the best of the undersigned's knowledge and belief.

CONFLICT OF INTEREST: The Requestor certifies that to the Requestor's knowledge, no elected or appointed official or employees of the NSHE has benefited or will benefit financially or materially from this award. The awarded contract may be terminated by the NSHE if it is determined that gratuities of any kind from the Supplier, its agents, or its employees were either offered to or received by any of the aforementioned individuals.

Christopher R. Gaub, SCS Budget and Contract Director

REQUESTOR NAME AND TITLE (Please print or type)

NSHE System Administration Finance

(775) 789-3783

cgaub@nshe.nevada.edu

DEPARTMENT

PHONE

EMAIL

Christopher R. Gaub

10/27/2020

REQUESTOR'S SIGNATURE

DATE

Andrew Clinger, CFO

10/27/2020

DEPARTMENT HEAD'S NAME & SIGNATURE

DATE

Attach completed and signed exception form along with other documentation to Workday requisition.

FOR BCN PURCHASING USE ONLY

NOTE: Exceptions require all necessary signatures above before Purchasing will review or process. Approved exceptions up to \$100,000 require the approval of the assigned Buyer or Purchasing Officer. Exceptions valued from \$100,000 to \$250,000 require the concurrence and approval of another Purchasing Officer. Exceptions valued over \$250,000 require the concurrence and approval of the Chief Procurement Officer or his designee.

Signature: _____
Buyer or Purchasing Officer

Date: _____

Signature: _____
Purchasing Officer

Date: _____

Signature: _____
Chief Procurement Officer or Designee

Date: _____



NEVADA SYSTEM OF HIGHER EDUCATION

Purchase Order

PO-04-00001427

Purchase Order Date	07/15/2021
Payment Terms	Net 30
Buyer	Betsy Brownfield
Phone Number	+1 (775) 7844148
Email	bbrownfield@unr.edu

Page 1 of 1

Supplier:
The Gunter Group LLC 4380 SW Macadam Avenue Suite 121 Portland, OR 97239 United States of America +1 (971) 373-8987

Ship To:
System Administration 2601 Enterprise Road Reno, NV 89512 United States of America Steven Christensen +1 775-789-3737 (Landline)

Comments:
Blanket Purchase Order Effective July 1, 2021 through June 30, 2022 for consulting services per attached agreements. Reference PO # on all correspondence. Email invoices to accounting@nshe.nevada.edu Professional services agreement (PSA) to facilitate strategic planning sessions with NSHE institution presidents, Chancellor's Cabinet, and Chancellor Rose.

Bill To:
System Administration Controller's Office Ross Hall / MS 0124 Reno, NV 89557-0124 United States of America +1 775-784-4901 Tax ID #88-6000024

Currency	Total Lines Amount	Total Tax Amount	Total PO Amount
USD	27,825.00	0.00	27,825.00

Shipping Terms	Shipping Method

Shipping Instructions	
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Service Lines						
Line Number	Item Name	Description	Start Date	End Date	Due Date	Amount
Ship-To: 2601 Enterprise Road,Reno, NV 89512, Ship-To Contact: Steven Christensen Deliver-To: SA - Claude Howard Building						
1		Professional services agreement (PSA) to facilitate strategic planning sessions with NSHE institution presidents, Chancellor's Cabinet, and Chancellor Rose.	07/01/2021	06/30/2022		27,825.00

Betsy Brownfield

NSHE Terms and Conditions available at www.nevada.edu/vendors