

UNLV | PURCHASING & CONTRACTS

BUSINESS CENTER SOUTH THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV")

REQUEST FOR PROPOSAL # 618-LN FOR CLASSIFIED EMPLOYMENT ADVERTISING

RELEASE DATE: Thursday, August 14, 2014

LAST DAY FOR QUESTIONS: Wednesday, August 20, 2014 @ 5:00PM Local Time

LAST DAY FOR ADDENDA: Wednesday, August 27, 2014 @ 5:00PM Local Time

OPENING DATE, TIME and LOCATION: Wednesday, September 10, 2014 @ 3:00PM Local Time

SUBMITTAL LOCATION: University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, one (1) original hardcopy and one (1) electronic copy on CD or flash drive; and only one (1) hardcopy of the Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to the Purchasing Representative:

Leslie Nilsen, Buyer
Email: leslie.nilsen@unlv.edu
Phone: (702) 895-1893
Fax: (702) 895-3859

Companies wishing to do business with UNLV must first register as a supplier at the following website: <https://supplierregistration.purchasing.unlv.edu/>. If you need assistance or have questions please send your inquiries to Supplier.Registration@unlv.edu.

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for employment advertisements to appear in specific selected local and national publications in accordance with the attached specifications. Total annual billing is estimated to be \$200,000.00 representing approximately 440 advertisements. This is an estimate not a guarantee.

2. **UNIVERSITY OF NEVADA, LAS VEGAS**

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip.

3. **TERMINOLOGY**

| | |
|--------------------|---|
| RFP | The term "RFP" as used throughout this document will mean Request for Proposal. |
| PROPOSER | "Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable. |
| CONTRACTOR | Successful Proposer(s) |
| CONTRACT DOCUMENTS | The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications |
| CONTRACT | "Contract" is the final agreement with the Contractor. |
| DIRECTOR | The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts. |
| REQUEST | Request for Proposal, RFP |
| RFP RESPONSE FORM | Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated. |

UNLV RFP# 618-LN
ROYALTY OR PRICING
RESPONSE FORM

GENERAL TERMS
AND CONDITIONS

Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee"). By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

UNLV

University of Nevada, Las Vegas

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

COMPANY(IES)

"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.

SECTION B
SUBMISSION INSTRUCTIONS

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **30** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the official Purchasing Representative. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://go.unlv.edu/purchasing/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFP may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

- c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:

| Weighted Evaluation Criteria | Possible Points |
|---|-----------------|
| 1. Experience, Reliability and Expertise | 20 |
| 2. Operating Approach/Method of Performance | 40 |
| 3. Pricing and Cost Considerations | 40 |
| Total Possible Points | 100 |

1. EXPERIENCE, RELIABILITY AND EXPERTISE

- a. The experience and reliability of the Proposer's organization, as well as the expertise of proposed personnel, will be considered in the evaluation process. The Proposer must submit biographical information, references from other clients and any information which documents successful and reliable experience in past performances which are considered identical or similar to the requirements of this Request for Proposal. The Proposer is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the Proposer's experience and reliability.
- b. The Proposer should provide a description of recent experience in successful employment advertisement for candidates in the academic sector. Such experience should specifically identify advertising for Higher Education positions within the past three (3) years.
- c. The Proposer should describe staffing/organizational and internal controls to be used during the course of the processes. The Proposer should provide a resume of the designated ad designer and his/her backup to UNLV which should include, but not limited to, name, title, position, telephone number, email address and experience or primary responsibilities for this and other similar projects. The Proposer should disclose who within the firm will have prime responsibility and final authority for the work under the proposed contract. The Proposer should name any other individual proposed to provide service under the contract. In the event UNLV decides to short list and invite proposer in for a presentation, the individual having primary responsibility should be present and participate in the presentation. Any staff substitutes must have prior approval of UNLV.
- d. The Proposer should provide an organizational chart of the firm indicating line of authority for personnel involved in the performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart should also show lines of authority to the next senior level of management.

- e. If applicable, the Proposer should provide branch office addresses, telephone numbers, fax numbers, email addresses and contact persons, noting the branch office that would be used to provide the services outlined in this RFP.
- f. The Proposer must provide three (3) references of current clients, including company name, address, telephone number, fax number, email address, primary contact and type of services the firm is or did perform for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides services to and agrees that UNLV may contact these references.
- g. The Proposer should provide three (3) references of previous clients for contracts that were not renewed or were cancelled, if applicable. Include company name, address, telephone number, fax number, email address, primary contact, and type of services the company was performing at the time of non-renewal or cancellation. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that UNLV may contact these references.
- h. The Proposer should provide the firm's background, including years in business, volume of clients, number of employees, areas of expertise and a list of relevant services the firm provides.
- i. The Proposer shall provide a description of its quality assurance process. Quality assurance for both advertisement preparation and the accounting/reconciliation function shall be provided.

2. OPERATING APPROACH/METHOD OF PERFORMANCE

- a. Proposals will be evaluated based on the Proposer's distinctive plan for performing the requirements of the Scope of Work. The Proposer should present a detailed written narrative which demonstrates the method or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work. The Proposer is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the Proposer's operating approach/method of performance.
- b. The Proposer should provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposer's operating approach/method of performance.
- c. The Proposer should list any information and support that would be required from UNLV to help Proposer successfully perform contract.
- d. The Proposer shall indicate it's agreed upon ad placement lead times. These include the time frame in which Proposer will provide quotes for vacancy announcements and the time frame in which Proposer will post vacancy announcements with Higher Ed Jobs.com, Nevada Job Connect, and Minority Faculty Applicant Database.
- e. The Proposer shall state remedy should error occur in any advertisement.
- f. The Proposer should provide lead time for ad development (working days): _____ days (Days from receipt of copy to delivery to publication).
- g. The Proposer should list all methods for delivery of ads to publications and the lead time necessary for each. (Examples: overnight courier, FAX, Special delivery mail, E-mail)
- h. The Proposer shall provide an explanation of how it will satisfy UNLV's need for access to an ad designer at all times during UNLV's usual business hours up to and including 6 pm Pacific time.

3. PRICING AND COST CONSIDERATIONS

Complete Section F Pricing Response Form – This Form must be submitted in a separate sealed envelope with the proposal to be considered responsive.

3. LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

4. PUBLIC OPENING OF RFP's

At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

5. WITHDRAWAL OF PROPOSAL

Any Proposer may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the Proposal be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of the Contract. If sufficient appropriations and authorizations are not made by UNLV, the Contract shall terminate, without penalty, upon written notice being given by UNLV to Proposer. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Proposer and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be one (1) year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4) one (1) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request

for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP.

6. **CONFLICT OF INTEREST**

Companies submitting a Proposal in response to this RFP are certifying that it has had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of the NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by Contractor, UNLV may procure the articles or services from the other sources and hold the Contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price or increase in Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.

- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/ROYALTY RATE)**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

Payments shall be made within thirty (30) days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director of Purchasing. The

decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- a) The name, address, and telephone number of the protester,
- b) The signature of the protester,
- c) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such (MWDBE) and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:

- (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
- (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled

by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

CLASSIFIED EMPLOYMENT ADVERTISING

The following is a list of the minimum responsibilities of the Successful Proposer.

1. The University of Nevada, Las Vegas (UNLV) will provide ad copy, based on its pro forma content, for faculty and staff positions. This copy will be sent to the Successful Proposer, generally via email, and it will be accompanied by a listing of the websites and/or publications and issues in which the ad should run. Additionally, from time to time, UNLV will also solicit recommendations from Successful Proposer regarding appropriate placements for position advertisements.
2. The Successful Proposer will be expected to review the copy and make recommendations for effectiveness. The Successful Proposer will then format the copy into a pro forma design, according to instructions. The format will range from a straight column to a display ad. The Successful Proposer will provide UNLV with assistance in writing classified ads and their contents, (i.e., minimum qualifications, preferred qualifications, application instructions). Wherever possible, similar ads or same publication ads will be combined or grouped.
3. The Successful Proposer will communicate to the department from which the ad copy was sent the total cost of the space specified before placing the ad and the publication dates. In the case of same publication ads, the total cost will be evenly distributed to the billing departments. Adjustments may be made in the insertion schedule depending upon the total cost of the advertisement.
4. The Successful Proposer will place the insertion in publications as specified and/or approved.
5. The Successful Proposer's bill will be itemized for all charges – net space (unit cost and total), service, and any other charges, according to the contract. A tear sheet of the ad will be attached to all bills as proof of publication. Successful Proposer's billing will need to be structured in such a manner as to allow for individual payments to be via UNLV Procurement Card by each department on a per recruitment basis. Successful Proposer will be responsible for coordinating with each department for payment. Successful Proposer will request UNLV Procurement Card number from each department at time department places ad; however, charging the Card shall occur only after placement approval is obtained.
6. Proposers are encouraged to suggest and fully describe any methods, including software billing and/or reconciliation tools that would automate the request / approval / payment cycles involved.
7. It is understood that the Successful Proposer, because of its volume purchasing power, will pass through to UNLV the highest volume discounts it receives from publications and that any commission it charges to cover its services will be based on the discounted space price. UNLV is tax exempt.
8. It is UNLV's desire to accomplish this advertising at the lowest possible cost with the highest possible quality, and UNLV welcomes the Successful Proposer's suggestions, including recruitment strategies to support that objective. To that end, the Successful Proposer agrees to provide a 9 month service utilization report (covering the initial period of July 2014 – April 2015; and every year we renew our contract) and offer cost reducing advertising strategies and overall effective recruitment strategies.
9. Ad copy will be sent to the Successful Proposer by the department in which the vacancy exists. The Successful Proposer will review/edit and return to the department with a copy to the UNLV Human Resources Department. The department will then either approve the Successful Proposer's work and inform the Successful Proposer of approval or will resubmit for more edits/reviews. Human Resources

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will send the Successful Proposer a copy of the final approval with a subsequent copy to the department. No payment will be made for unapproved advertising.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

THIS PRICING LIST MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND SUBMITTED WITH PROPOSAL TO BE CONSIDERED RESPONSIVE

Please respond to the following questions. Omissions or incomplete answers may be cause for disqualification of your proposal. Be advised that UNLV currently has separate contracts in place with the Las Vegas Review Journal and the Chronicle of Higher Education. The Current Employment Advertising Contractor utilizes these contracts to achieve deeper discounts for UNLV. The current contracted rates with the Las Vegas Review Journal and the Chronicle of Higher Education are as follows:

Las Vegas Review Journal
 Rate (Minimum 5 lines)
 \$6.37 per line (Sunday – Saturday)
 Charge for posting on Internet - \$90.00
 Charge for Addition of Web address to Ad: \$150.00

Chronicle of Higher Education
 Discount: 15% for a Minimum of 24 print display ads per year on ads - total column inches: 1-20.
 Discount: 20% on ads - total column inches: 20.25 or larger.

Both the Las Vegas Review Journal and the Chronicle of Higher Education will continue to honor these Contracts with the Successful Proposer to this RFP. When answering the questions below, you may utilize the contracted rates within these Contracts (if needed) in order to propose your best rate to UNLV. In your response, provide breakdown of how you came up with the proposed rate. Specify if and how you are utilizing the current contracts between UNLV and the Las Vegas Review Journal/ Chronicle of Higher Education in order to quote your proposed rates.

List below the amount for the following:

1.

| | |
|--|---|
| Provide percent Commission to cover the costs of all services based on net cost | % |
|--|---|

2.

| | Unit | Cost |
|--|------|------|
| Net (no Commission) cost of web address in Las Vegas Review Journal | | |

3.

| Net (no Commission) Space Cost (discounted from open line rate) for 1 column inch for the following publications: | Unit | Cost |
|--|------|------|
| The Chronicle of Higher Education | | |
| Las Vegas Review Journal (min 5 lines) | | |
| Science Magazine (min 10 lines) | | |

| Provide web charges for placing the print ad on the publication's job board if applicable. | Unit | Cost |
|---|-------------|-------------|
| The Chronicle of Higher Education | | |
| Las Vegas Review Journal | | |
| Science Magazine | | |

4. Net cost to post on the following publication's websites:

| Net cost to post on the following publication's websites: | Unit | Cost |
|--|-------------|-------------|
| Las Vegas Review Journal for 30 days | | |
| The Chronicle of Higher Education for 30 days | | |
| Science Magazine for 60 days | | |

5. Net (no Commission) space cost (discounted) for attached Advertisement No. One for a 1 column ad for a Program Coordinator to appear in a Sunday issue of the Las Vegas Review Journal and a display ad for less than \$1250.00 in the Chronicle of Higher Education. Include a sample invoice detailing all applicable charges for the ad.

| Cost to post ad #1 in the Las Vegas Review Journal | Unit/Description | Cost |
|---|-------------------------|-------------|
| Ad Net cost | | |
| Web Address | | |
| Internet Posting (7 days) | | |
| Total Net Space Cost | | |
| Commission | | |
| Other Charges | | |
| | | |
| | | |
| | | |
| | | |
| | Total | \$ |

| Cost to Post DISPLAY Ad #1 in Chronicle of Higher Education | Unit/Description | Cost |
|--|-------------------------|-------------|
| DISPLAY Ad Net Cost | | |
| Web Address | | |
| Internet Posting | | |
| Total Net Space Cost | | |
| Commission | | |
| Other Charges | | |
| | | |
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| | | |
| | Total | \$ |
| | Grand Total | \$ |

6. Net (no Commission) space cost (discounted) for attached DISPLAY Advertisement No. Two to appear in one issue of the Chronicle of Higher Education. Include a sample invoice detailing all applicable charges for the ad.

| Cost to Post Ad #2 in Chronicle of Higher Education | Unit/Description | Cost |
|--|-------------------------|-------------|
| Ad Net Cost | | |
| Web Address | | |
| Internet Posting | | |
| Total Net Space Cost | | |
| Commission | | |
| Other Charges | | |
| | | |
| | | |
| | | |
| | | |
| | Total | \$ |

7. Our School of Nursing has a faculty position they need to recruit for with a budget of \$2,000. Provide a proposal explaining the way(s) you would maximize this dollar amount given the shortage of Nurses in Southern Nevada and give a breakdown of the cost associated with your proposal.

| | | |
|------------------------|--------------------------------------|-----------|
| Total Campaign Cost \$ | Net Cost billed with % of Commission | \$ _____% |
|------------------------|--------------------------------------|-----------|

8. We currently post all of our faculty and professional ads on-line on HigherEdJobs.com, Nevada Job Connect, and the Minority Faculty Applicant Database.

Could you place these posts for us? _____ Yes _____ No

If so, how soon following receipt of a vacancy announcement will it be posted and at what associated cost?

| Lead Time and Net Cost to Post a 30 day ad in the following publications: | Lead Time | Net Cost |
|--|------------------|-----------------|
| HigherEdJobs.com | | |
| Nevada Job Connect | | |
| Minority Faculty Applicant Database | | |

9. List all methods for delivery of ads to publications, charge for each method, and the lead time necessary for each. (Examples: overnight courier, FAX, Special delivery mail, E-mail)

| Delivery of ads - Description | Unit | Cost |
|--------------------------------------|-------------|-------------|
| | | |
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10. Provide a list of any other charges that may apply; the amounts and their frequency. (Examples: telephone, pickup of copy, ad placement without contract execution, website ad placement that is not in publication).

| Other Charges - Description | Unit | Cost |
|-----------------------------|------|------|
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11. The Proposer will agree to invoice UNLV by June 15 of each year for all ads placed up to June 10 of each fiscal year (July 1 – June 30) so that ad cost can be timely expensed by UNLV in accordance with UNLV's fiscal year accounting practices. The Proposer should agree to absorb any costs associated with ads not billed in accordance with this commitment.

Proposer agrees: _____ Yes _____ No

ADVERTISEMENT NO. ONE
for
Program Coordinator

To appear as a single column ad in Sunday Review Journal (see ad copy below)

Program Coordinator

The University of Nevada, Las Vegas Division of Educational Outreach invites applications for the position of Program Coordinator. For position description and application details, visit <http://jobs.unlv.edu> or call 702-895-2894. EEO/AA Employer

ADVERTISEMENT NO. TWO
for
Chronicle of Higher Education (see ad copy below)
UNLV (please use official UNLV logo)
University of Nevada, Las Vegas
Director of the Center for Business and Economic Research

Director of the Center for Business and Economic Research

The Center for Business and Economic Research (CBER) at the University of Nevada, Las Vegas seeks a dynamic and experienced forecaster and regional economist to become its next director. Housed in the College of Business, CBER is a state-mandated organization charged with: (1) making available academic expertise in research projects that assists in the development of the economy of Nevada, with special emphasis on the southern Nevada business community and (2) assisting local and state agencies and private-sector enterprises in economic and marketing data collection and analysis that contribute to the diversification and growth of the southern Nevada economy. The Center is highly visible in the Las Vegas community, hosting semiannual economic outlook conferences, conducting economic-impact studies, and performing a variety of policy-oriented research. The director reports to the dean of the College of Business and is responsible for all aspects of the Centers operation. In addition to having strong managerial skills and a record of attracting extramural funding through research, the successful candidate will be a dynamic public speaker with scholarly achievements commensurate with the rank of full professor in the College of Business.

Review of materials will begin February 19, 2010 and will continue until the position is filled.

For a complete position description and application details, visit <http://jobs.unlv.edu> or call 702-895-2894 for assistance. *UNLV is an Affirmative Action/Equal Opportunity educator and employer committed to excellence through diversity.*

UNLV | PURCHASING & CONTRACTS

EXHIBIT B MINIMUM CONTRACT TERMS FOR THE RFP FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

These Minimum Contract Terms set forth the minimum contract terms and conditions that will be applicable to a Contract resulting from this RFP. The final Contract will include details specific to the scope of this RFP, and any services which are excluded, due to existing agreements or replacement agreements thereof. It is important to **note any objections** to these Minimum Contract Terms (**including all insurance requirements**), since the final Contract will be longer and contain more, rather than less terms and conditions than the following:

This Contract #_____ ("Contract") is made effective as of the date last signed below by any authorized signatory (the "Effective Date") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas, Human Resources, ("UNLV or UNLV") and **(INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY], (INSERT EIN #)** ("Contractor"), and is based on the following facts:

RECITALS

UNLV requires a contractor to provide employment advertising services.

On August 14, 2014, UNLV issued its Request for Proposal No. 618-LN (the "RFP") seeking proposals from qualified Proposers to provide classified employment advertising services in

On September 10, 2014, Contractor submitted a proposal ("Proposal") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on _____, 2014.

On _____, 2014, UNLV selected Contractor's Best and Final Offer as the one best suiting its needs.

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

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one (1) year, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for four (4) additional one (1) year terms (“**Renewal Term(s)**” or “**Term(s)**”).

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. UNLV may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

**ARTICLE II
SCOPE OF CONTRACT**

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor’s Best and Final Offer, attached as Exhibit B (the “**Services**” which shall include any applicable Deliverables).

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

**ARTICLE III
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be **X**, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder.

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

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

**ARTICLE IV
DEFAULT**

A. DEFAULT BY CONTRACTOR

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and

take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential or incidental damages.

B. DEFAULT BY UNLV

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

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the Services (collectively, "**Subcontractor(s)**"). Contractor (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
 - Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability –
 - Must be on a per occurrence basis.
 - Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - 2) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
 - 3) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
 - 4) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability)

UNLV RFP# 618-LN

affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.

- 5) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 6) Policy Cancellation/Change in Policies and Conditions Notifications
Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and/or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Attach a copy of this signed endorsement to the Certificate of Insurance;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 7) Ensure the Primary Policy complies as follows—
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 8) Ensure the Loss Policy complies as follows— "The Board of Regents of the Nevada System of Higher Education" shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 9) Ensure that its insurance policies be -
 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 2. Currently rated A.M. Best as A - IX or better.
- 10) Provide Evidence of Insurance Requirements
Prior to the start of any work, Contractor must provide the following documents to UNLV:
 - Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;

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- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement;
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

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

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

C. INDEMNIFICATION

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

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

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

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

H. HEADINGS

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

I. INDEPENDENT CONTRACTOR

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

J. MODIFICATION

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

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from this Contract and that all such materials and/or data must be transmitted, in its original and copied form, to UNLV within seventy two (72) hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data. As applicable, Contractor shall provide good title to any applicable deliverable, and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable deliverable. Contractor warrants that it is either the owner of all methodologies used and/or deliverables transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the deliverable(s) (as applicable).

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Contractor warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

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

N. TERMINATION FOR CONVENIENCE

UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days' written notice. Such termination shall be effected by written notice from UNLV to Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses. Contractor shall submit a written request for incurred costs performed through the date of

termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

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

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

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

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

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

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

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

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

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

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

S. JOINER

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

T. AUDIT

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

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

X. NO MALWARE WARRANTY

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

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

(NAME OF THE CONTRACTOR)

APPROVED:

BY:

| | |
|--------------|-------|
| <hr/> | |
| | Date |
| <hr/> | |
| Printed Name | Title |

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:

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|---|------|
| <hr/> | |
| Larry Hamilton, Chief Human Resources Officer | Date |

APPROVED:

BY:

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| Gerry J. Bomotti, Senior Vice President for Finance & Business | Date |