



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

INVITATION FOR RFP 637-BC ON-CALL CHARTER BUS SERVICES

RELEASE DATE: April 30, 2015

LAST DAY FOR QUESTIONS: May 11, 2015, at 5:00PM Local Time

LAST DAY FOR ADDENDA : May 13, 2015, at 5:00PM Local Time

OPENING DATE, TIME and LOCATION: May 26, 2015, at 3:00PM Local Time

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

Sealed proposals, one (1) original, three (3) copies and one (1) electronic copy on CD or flash drive of the technical proposal and one (1) original of Section E, Pricing Response and one (1) electronic copy on CD or flash drive of the Pricing Response Form Section E, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above ("RFP(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 the UNLV campus.

If you should have any questions regarding this RFP, fax or e-mail your questions directly to:

Brandy Candelaria
Email: brandy.candelaria@unlv.edu
Phone: (702) 895-0969
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.

<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
SECTION A: Introduction	3-5
SECTION B: Submission Instructions	4-11
SECTION C: General Terms and Conditions	12-19
SECTION D: Scope of Work/Specifications	20-26
SECTION E: Pricing/Royalty Fee Response Form	27-43
SECTION F: RFP Response Form	SEE ATTACHED
SECTION G: List of Subcontractors/Tier 2 Suppliers	SEE ATTACHED
EXHIBIT A: Sample Certificate of Insurance	SEE ATTACHED
EXHIBIT B: Minimum Contract Terms	46-56

SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal for charter bus services; the Contractors shall provide charter bus services on an as needed basis. Charter bus service availability is crucial for the University and it is the intent of UNLV to award contracts to multiple Contractors.

Group sizes vary greatly and can range from a small group of 15 to a large group of up to 1,000 people. Travel could consist of hourly needs, one-day, overnight, and multi-night travel both locally and to various long distance locations. In order to accommodate large groups, UNLV desires a Contractor that has a fleet of at least 50 buses which can transport 40 passengers or more and the ability to transport up to 1,000 passengers at once. Note that this is not a requirement for proposers. UNLV will accept proposals from companies who may possess smaller fleet sizes. Additionally, Proposers do not have to provide a response to include every type of bus/vehicle UNLV requires. UNLV may accept proposals from Proposers who can provide only mini-coaches, only large motor coaches, or both.

Historically, UNLV has spent an average of \$300,000 per year on charter bus services. This expenditure amount is for reference only, and does not in any way guarantee an amount of future business. Actual future expenditures may be above or below this amount.

Other Nevada Governmental agencies and other colleges/universities within the Nevada System of Higher Education shall have the option of utilizing the resulting contract(s) and contract prices awarded as a result of this Invitation to Proposal.

The initial term of the contract(s) resulting from this proposal will be for one year with four one-year renewal options.

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.
ROYALTY OR PRICING RESPONSE FORM	Proposer form submitted in Section E defining the royalty percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").
GENERAL TERMS	By submitting a Proposal, you and all respondents (as applicable), AND CONDITIONS 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 **40** 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 References	20
2. Operating Approach/Method of Performance	40
3. Pricing	40
Total Possible Points	100

1. Experience, Reliability & and References 20 Points Possible

The Proposer should provide the following information about his/her Company so that the University can evaluate the Proposer's ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The University will evaluate the facts and may, at its sole discretion, reject a proposal on the grounds of the past experience. The Proposer's outline of the Company's background should include:

- a) How long the Company has been in business, and how long the Company has been in the business of providing charter bus services to public and/or higher education institutions.
- b) Provide a brief description of the Company (e.g., past history, present status, future plans, etc.). An Affiliate is an entity that controls or is controlled by, or is under common control with the Company.
- c) Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have "partnership" arrangements. Describe such arrangements.
- d) Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?
- e) Identify the number of employees in your Company. What are the minimum requirements for the drivers (e.g. how many years of experience, accident history, etc.). Provide an organizational chart of the company indicating line of authority for personnel who will be assigned to UNLV and relationships of this staff to other programs or functions of the company. This chart should also show lines of authority to the next senior level of management.
- f) Within the past five (5) years has (i) Company general assignment been made by Company or any Affiliate for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company or any Affiliate been placed voluntarily or involuntarily in any receivership; or (iv) has the Company or any Affiliate defaulted on any loan or been otherwise unable to pay its debts.
- g) Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/products to be provided and if so explain the nature and status.
- h) Within the past five years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform.. Provide the relevant details with respect to the termination(s) including the date of termination and the other parties' name, address, and telephone number.
- i) The Proposer should provide a minimum of five (5) client references that are similar in size and scope to the University and whose usage requirements are similar to those specified herein. The information provided should, as a minimum, include:

Name and location of institution
Name and title of contact at institution
Telephone number of contact
Email address of contact

Furnishing incorrect or incomplete reference information may lead to Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

2. Operating Approach/Method of Performance

40 Points Possible

Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of the Scope of Work. Therefore, it is extremely important that the Proposer 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. The Proposer's plan must include, but is not limited to, the following:

- a) The Proposer should specifically address the specifications and requirements listed in Section D of the RFP. The Proposer's response should be organized into separate sections which correspond with the section titles identified in Section D.
- b) In the appropriate section of the Proposer's response to this RFP, or in a separate section, if desired, the Proposer should indicate if the proposed charter bus services are in compliance with all Registration/Licensing/Permit Regulations, evidence of Proposer's rating and copy of contractor's drug policy.
- c) Indicate Proposer's fleet information with maintenance schedules. Describe your proposed plan to ensure busses are available when requested. Indicate Proposer's willingness to give preference to the University in scheduling.
- d) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposer's operating approach/method of performance.

3. Pricing (In separate sealed envelope)

40 Points Possible

Proposers are instructed to provide their fees on the Cost Proposal Form E.

For the purposes of evaluation, sample trips 1-5 will be used solely for computing the cost as a fair and equitable formula to determine the low proposal. **The actual unit prices quoted by the proposer shall be binding for the initial one-year term of the Agreement.**

Should the Proposer intend to utilize a subcontractor(s) to fulfill any of its obligations, the Proposer shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Indicate the name(s) of any intended subcontractor(s).

Technical and Fee proposals must be submitted in separate, sealed envelopes. Note: no cost information is to be included in the Proposal's technical proposal. The Technical

and Fee proposal envelopes should be submitted together in a single sealed package/envelope.

The information required to be submitted in response to this RFP has been determined to be essential in the RFP evaluation and contract award process. Any qualifying statements made by the proposer to the RFP's requirements could result in a determination that the proposer's proposal is materially non-responsive. Each proposer is cautioned, that insufficient or incorrect detail may result in a determination that the RFP proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the RFP proposal.

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.

4. **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 intends to award on a multi-year basis and to award to multiple vendors.
- c) The initial term of the Contract will be one (1) year(s) ("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/or 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 must submit a specific list of the

exceptions as part of its response to this RFP. A general exception to the Minimum Contract Terms may result in a determination that the RFP proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the RFP proposal. 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.
- h) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- i) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- j) Any other reason set forth in this RFP.
- k) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/ROYALTY RATE- INSERT AS APPLICABLE)**

If a successful Proposer fails to furnish any item at the price specified in this RFP or at the price specified whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, 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 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 Proposer 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, 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 will promptly issue a decision in writing to the Protester. If the protestant wishes to appeal the decision rendered by the Director, 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. 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.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-

discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

1. Charter Bus Provider Requirements

At a minimum, the Contractor must meet the following requirements:

- a) A minimum of five years' experience providing charter bus services.
- b) All vehicles utilized must be less than ten years old, have operating heating and air conditioning systems, a no smoking policy, TV/s with DVD playing, and viewing capabilities, a public address system, fire extinguishers, and first aid kits.
- c) Contractor must have a "Satisfactory" DOT rating.
- d) Contractor must have 24 hour dispatching, 7 days per week.

2. Scope of Work

- A. General Responsibilities of Contractor: The Contractor shall operate charter bus services in a safe, reasonable and efficient manner. Contractor shall use responsible, qualified and properly licensed drivers. UNLV reserves the right to reject any driver or supervisor proposed by the Contractor. Every effort should be made to assign the same drivers to the service. The Contractor shall ensure the drivers are trained, courteous, neat and cooperative.

If UNLV or the Contractor receives complaints regarding a particular driver, and/or it is determined that the driver is not operating the service in a safe, reliable and responsible manner, UNLV has the authority to direct the Contractor to remove the driver from this service and promptly replace said driver.

Phone numbers of at least two management individuals with decision making authority shall be made available to UNLV in the event of an after hour's emergency. The Contractor shall respond in person to any emergency or accident involving injuries or property damage or as required by UNLV during or after the operational hours of service.

Contractor is required to furnish drivers with detailed, accurate directions to all destinations and returns, as well as verifying all trips with the authorized UNLV liaison prior to dispatch. The driver must be familiar with the designated routes so as to prevent any delays and extra miles logged due to driver error beyond a reasonable mistake. Drivers should be aware of any road construction and chart alternative routes to avoid delays.

Drivers shall not exceed the hours of service limitations as prescribed in DOT Federal Motor Vehicle Safety Regulations. An additional driver must be provided for long trips exceeding the Federal DOT allowable driving hours for one driver. Drivers must open lower storage doors, assist with packing and unpacking and if requested, drop group off at destination before parking. Drivers must have radio, cellular and pager communication.

The Contractor must have available on-road service arrangements and/or an acceptable replacement vehicle(s) in the event of an accident or mechanical failure. Any additional costs incurred by UNLV to obtain alternate transportation as a result

of the Contractor's inability to complete the trip as required will be deducted from any amount due the Contractor.

Contractor must have 24 hour dispatching 7 days per week.

For trips in which multiple buses will be provided, buses shall stay together at all times, unless otherwise directed by UNLV staff.

B. Additional Contractor Responsibilities: Supervision of the charter service shall be the responsibility of the Contractor. The Contractor will be required to perform various duties as assigned including:

1. Verify that all drivers and vehicles are at the worksite performing their required duties at the beginning of each work period. Punctuality is essential.
2. Obtain additional drivers from the Contractor in the event a scheduled driver fails to arrive on time.

C. Driver's Responsibilities: Driver's Responsibilities shall include, but are not limited to the following:

1. Knowing routes in advance of service.
2. Picking up and dropping off passengers at designated location according to schedule.
3. Assisting persons needing help on and off the bus.
4. Polite and courteous to passengers.
5. Enforcing NO SMOKING policy on or near the vehicle.
6. Considering special needs associated with transporting passengers that may be sick or disabled.
7. Ensuring any athletic equipment or personal items left on board the bus are placed in a secure location prior to being returned to the University of Nevada, Las Vegas.
8. Load and unload passenger luggage.

D. Scheduling:

1. Scheduling, including estimated departure and arrival times will typically take place as soon as schedules are determined for each sport and program. The UNLV Department requiring such services shall contact the Contractor to obtain a quote for the services. UNLV Confirmation of the trip shall be provided to Contractor in the form of a UNLV Purchase Order or payment made via a UNLV credit card. Upon receipt of Purchase Order or credit card payment, Contractor shall provide the UNLV requesting department with a written confirmation that the trip is booked.
2. Trips are subject to cancellation due to unforeseen circumstances. When this occurs, UNLV personnel will strive to notify the Contractor as soon as possible.
3. Last minute changes to the number of buses required may be made. The Contractor shall be able to accommodate UNLV with regard to such changes when notified up to twenty-four (24) hours prior to the scheduled service.

Adjustments in departure and arrival times may be made up to twenty-four (24) hours prior to scheduled travel.

4. Should the Contractor arrive more than one (1) hour behind schedule, all charges connected with alternate arrangements either by UNLV personnel or the Contractor, will be the responsibility of the Contractor.
5. UNLV will not be responsible for any trips or charges which are not confirmed prior to dispatch. UNLV confirmation of trip will be provided to Contractor in the form of a UNLV Purchase Order for the trip or payment made via a UNLV credit card.

E. Registration/Licensing/Permit Regulations: Contractor shall be in compliance with all applicable state and federal laws including, but not limited to the following:

1. DEPARTMENT OF TRANSPORTATION (DOT) RATINGS. Contractor shall be in full compliance with the Federal Motor Carrier Safety Administration Regulations and have a "satisfactory" rating within the last year, indicating compliance with Federal Motor Carrier Safety Regulations, as issued by the U.S. Department of Transportation's Federal Highway Administration.

The DOT grades carriers as "Satisfactory", "Conditional", "Unsatisfactory," or "Insufficient Information". Carriers must be rated "Satisfactory" to qualify for UNLV approval and/or continued use. The Contractor shall be ineligible to provide transportation services to UNLV should its rating change to anything less.

Evidence of the Contractor's rating must be submitted with its proposal, and any subsequent changes in the Contractor's rating shall be immediately forwarded to the UNLV Purchasing Department.

2. VEHICLE REGISTRATION/LICENSING/PERMIT REGULATIONS: All buses must be properly registered, licensed, and have the appropriate state permits to carry the anticipated passenger and baggage weight within each transit state. All buses shall meet Federal and State safety specifications for the type of vehicle proposed. All buses used in the performance of any trip under this agreement shall be fully licensed to provide charter bus service through all states and territories traveled.
3. DRIVER CERTIFICATION. Contractor shall provide properly certified and competent drivers for the bus or buses in accordance with the provisions and requirements of all applicable state and federal laws. They must have a valid commercial driver's license to operate a motor coach for hire in the United States, meet all Department of Transportation standards (federal and state), have passed all required testing, and have a good driving record. Drivers shall carry a DOT physical exam card. All drivers' credentials shall be available for review by the UNLV prior to an award and prior to each trip. UNLV shall have the authority to reject any driver that it deems unacceptable. Motor coach drivers shall at all times be in compliance with the U.S. Department of Transportation Federal Motor Carrier Safety Regulations. Drivers shall be in compliance with

DOT controlled substances testing regulations for interstate drivers. A copy of the contractor's drug policy must be included in the proposal. Persons who may be employed as substitutes or standby drivers shall fully comply with all requirements pertaining to regular drivers. Drivers must be qualified, licensed and professional.

4. The Contractor shall be in compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and any other laws related to the provision of handicapped transportation services. The Contractor shall provide UNLV with transportation equipment for the physically handicapped when requested.

F. Vehicles:

Vehicles to be provided under this agreement should include, but not be limited to:

47 and 55 Passenger Coaches	30 Passenger Mini Coach
Age: 10 years or less	Age: 10 years or less
Full reclining seats with arm rests and foot rests	Luggage storage
TV's with DVD playing and viewing capabilities	TV and DVD playing and viewing capabilities
Enclosed under carriage storage with locks	AM/FM CD stereo system
Secured overhead storage	Operating heating and A/C system
AM/FM CD stereo system	No smoking policy
Operating heating and A/C system	First Aid Kit
Restrooms	Public Address System
Front kneeling capacity or retractable step	
Fire extinguishers	
First Aid Kit	
No smoking policy	
Public address system	

Above motor coaches have been determined to best meet the needs of UNLV for travel, however, proposals for motor coaches and vehicles varying somewhat from the above requirements in terms of exact number of seats and seating arrangements may be considered and evaluated. Please note that due to safety concerns, UNLV is prohibited from utilizing 15 passenger vans.

All vehicles provided under this agreement should be owned or leased by the Contractor. The exterior of the bus must present an excellent appearance, well painted and clean with no signs of damage. The interior of the bus must be a non-smoking environment, clean with upholstery and flooring in excellent condition. The restrooms must be clean, well maintained, odor-free and completely functional at all times. All heat, air conditioning, seats and audio/visual equipment shall be fully functional and in excellent operating condition.

All motor coaches provided to fulfill the requirements of this contract must be in good mechanical condition and meet all U.S. Department of Transportation Safety

Regulations regarding age and maintenance. All motor coaches used in the performance of any trip under this agreement shall be fully licensed to provide charter bus service through all states and territories traveled.

G. Care and Maintenance of Vehicles: The Contractor will ensure that all vehicles used for the service are within ten years old, attractively and properly maintained, repaired, serviced, and cleaned. It will be the Contractor's responsibility to keep the vehicles in good working condition. The Contractor will implement a maintenance and safety program which includes:

1. A preventative maintenance schedule which incorporates, at a minimum, the schedule recommended by the vehicle manufacturer.
2. A vehicle record file containing the vehicle identification and license number; vehicle maintenance history; vehicle equipment check log; preventative maintenance documentation; and vehicle maintenance requests submitted by drivers.
3. Vehicle cleanliness: at a minimum, fully clean exterior areas and interior areas prior to each trip.
4. Driver inspections before taking vehicles into service will include, at a minimum, inspection of directional signals and flashers, headlights, brake lights and tail lights, windshield wipers/washers, interior lights, horn, parking brake, door operation, and fire extinguisher charge. If the driver is required to fuel the vehicle he/she is driving, then the driver should also check the oil. The supervisor should also check the wheelchair lift and tie-down equipment.
5. The Contractor must also have vehicles of similar quality to replace the vehicles committed to this service when they are being maintained or repaired.

H. Insurance Requirements

Insurance Coverage:

Contractor is required to carry insurance by the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Las Vegas. Contractor shall, at its sole expense, procure, maintain, and keep insurance in force for the duration of the contract, service or event and shall maintain the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to by the UNLV. The required insurance shall be in effect on or prior to the commencement of work services by contractors 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.

Type of Coverage:

- 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) Automobile Liability – For Services not exceeding \$5,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from 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.
- 4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) “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) 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.
- 6) 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.
- 7) 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;
 - 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.
- 8) 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.
- 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;
 - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance Company representative(s);
 - Waiver of Subrogation Endorsement;
 - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and

I. Lodging and Meals for Drivers

UNLV shall be responsible for making hotel room reservations and payment thereof for drivers housing/lodging for overnight trips. This does NOT include incidentals.

Contractor shall be responsible for all meals for the drivers.

SECTION E
PRICING RESPONSE FORM

For the purposes of evaluation, sample trips 1-5 will be used solely for computing the cost as a fair and equitable formula to determine the low proposal. **The actual unit prices quoted by the proposer shall be binding for the initial one-year term of the Agreement.**

Proposer may quote alternate equipment which is similar in size and type. Please make copies of the Pricing sheets and use extra sheets for other vehicles if required. Please note that UNLV is prohibited from utilizing 15 passenger vans due to safety concerns.

The following Price Sheets must be completed.

- A. General Unit Pricing – Please provide general unit pricing information for each type of vehicle that you can provide. If the pricing method listed is not utilized by your firm, please write N/A in that block for not applicable. Unit prices for each type of vehicle must be consistent throughout all pricing sheets. If additional sheets are needed for alternative vehicles, copies of the pricing sheets may be made.
- B. Example Trips (1 – 5) - For each example trip, please calculate the total cost of the trip for each vehicle that you can offer. For simplification purposes, it will be assumed that only one (1) vehicle is required for each trip. These are just examples, and the itineraries and required number of buses for actual trips will vary. Please use the blanks below each example to fill in both the unit charges and totals as applicable. If a certain cost method does not apply to the example trip or is not utilized by your firm, write “N/A” in that space. **It should be clear as to how the total price of each trip was calculated.** The unit costs used in calculating the total cost of an example trip must be consistent with the unit costs listed on the General Pricing Sheet. These will be the unit costs that the successful contractor(s) will be bound to for the initial term of the contract.
- C. Description of how trip prices are calculated – Please answer the questions regarding how trips are priced. Please be as neat and clear as possible. Your answers here should follow the same calculation procedures that were utilized in calculating the total costs of the example trips.
- D. List of Locations where similar services can be provided at the same prices – If the Contractor can provide the same services at the same prices in other locations throughout the United States, please list those locations here.
- E. Questions Related to your firm’s sustainability policies.

FUEL SURCHARGE/PRICE ESCALATION

Fuel costs based upon the fuel price at time of proposal submittal should be included in the pricing. A space has been provided on the General Unit Pricing page for the contractor to insert the current price per gallon of fuel upon which the General Unit Pricing is based. If at any time during the term of the contract, fuel price exceeds 10% of the cost of fuel as specified on the General Unit Pricing sheet, a fuel surcharge may be

allowed with written approval of the University of Nevada, Las Vegas Purchasing Department.

The written request shall be accompanied by written proof of said changes in fuel cost to the Contractor and is subject to acceptance by UNLV Purchasing Department. UNLV shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to UNLV.

Other Price Increases:

1. Other Cost Increases/adjustments will only be reviewed at time of Contract renewal.
2. Contractor shall send notice requesting an increase a minimum of sixty days prior to the expiration of the current contract term.
3. UNLV alone shall determine whether a price increase will be allowed.
4. If Contractor requests a price adjustment/increase, supporting documentation must accompany the request.
5. Any allowable price increases will take effect at the beginning of the new term and if agreed to in writing via an addendum to the contract.

BEFORE PROCEEDING TO THE PRICING SHEETS, PLEASE NOTE:

Prices should not include the Driver's hotel accommodations. Driver's hotel accommodations will be reserved and paid for by UNLV. UNLV will not be responsible for the Driver's meals.

If contractor expects gratuity, such charges must be outlined in the response to this proposal. Any gratuity charges shall be included in any quotes provided by the Contractor to UNLV requestors and added to the invoice. UNLV employees and/or students shall not directly pay gratuity to the bus driver.

GENERAL UNIT PRICING

(Pricing is for the use of one vehicle. If pricing method listed is not utilized by your firm, please write "N/A" in the blank)

Type of Transportation	30 Passenger Mini-Coach	47+ Passenger MotorCoach	55+ Passenger MotorCoach		
(____) Hour Minimum Charge					
Price Per Hour					
Maximum Daily Rate					
Price Per Live Mile					
Price Per Dead Mile (miles driven without passengers)					
Overnight Charge					
Second Driver Charge Per Hour					
Second Driver Charge Per Day					
Other _____					
Other _____					
Cancellation Charge					
Volume Discounts					
Early Booking Discounts					
Current Price Per Gallon of Fuel (current fuel costs should be included in above rates)					
Gratuity: (Gratuity will be added to the invoice). Please provide standard gratuity % or fee - if applicable)	_____ %	_____ %	_____ %	_____ %	_____ %

EXAMPLE 1 – Multi Day Local Trip (Use form on the next page to fill in appropriate pricing for this trip. If pricing method does not apply to the example trip or is not utilized by your firm, please write “N/A” in that blank.)

Day 1: Pick up passengers at the Gold Coast (4000 W. Flamingo Road, Las Vegas, NV 89103) at 4:30 PM. Transport passengers to the UNLV Dining Commons (4505 S. Maryland Parkway, Las Vegas, NV 89154). Pick up passengers from the Dining Commons at 6:00 PM and transport passengers to the UNLV Paradise Campus (851 E. Tropicana Ave., Las Vegas, NV 89119). Pick up passengers from the UNLV Paradise Campus at 7:30 PM and transport to the Gold Coast.

Day 2: Pick up Passengers at Gold Cost at 8:00 AM and transport passengers to UNLV Paradise Campus. Pick up passengers for UNLV Paradise Campus at 12:00 PM. Transport passengers to UNLV Dining Commons. Pick up passengers from UNLV Dining Commons at 1:00 PM and transport passengers back to the Paradise Campus. Pick up passengers from Paradise Campus at 4:00 PM and return them to the Gold Coast.

Day 3: Pick up passengers at the Gold Coast at 8:00 AM and transport passengers to UNLV Paradise Campus. Pick up passengers from UNLV Paradise Campus at 12:00 PM. Transport passengers to the Orleans Hotel (4500 W. Tropicana Ave., Las Vegas, NV 89103) and then to the Luxor Hotel (3900 S. Las Vegas Blvd., Las Vegas, NV 89119). Pick up passengers from the Luxor at 3:30 PM and return passengers to the Gold Coast.

Day 4: Pick up passengers at the Gold Coast at 8:00 AM and transport passengers to UNLV Paradise Campus. Pick up passengers from Paradise Campus at 12:00 PM. Transport to the UNLV Dining Commons and then to the MGM Hotel (3799 S. Las Vegas Blvd., Las Vegas, NV 89109). Pick up passengers from MGM Hotel at 4:00 PM and transport passengers back to the Gold Coast.

Day 5: Pick up passengers at the Gold Coast at 8:30 AM. Transport passengers to the Henderson Detention Center (243 Water Street, Henderson, NV 89015). Pick up passengers from the Henderson Detention Center at 10:30 AM and transport passengers back to the Gold Coast.

Bus Charter Services Pricing (EXAMPLE 1)

	30 Passenger Mini-coach		47 + passenger Motorcoach		55 + Passenger Motorcoach	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
(____) Hour Minimum Charge						
Price Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Maximum Daily Rate						
Price Per Live Mile	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Price Per Dead Mile (Miles driven without passengers)	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Other Charges (specify)						
Other Charges (specify)						
Other Charges (specify)						
Total Cost of Trip						
Gratuity	Total Cost of Trip x _____ %		Total Cost of Trip x _____ %		Total Cost of Trip x _____ %	
GRAND TOTAL Including Gratuity						

EXAMPLE 2 –Local Trip (If pricing method does not apply to the example trip or is not utilized by your firm, please write “N/A” in the blank.)

Pick up Passengers at the UNLV Lied Athletic Complex at 10:00 AM and transfer passengers to Sam Boyd Stadium. Pick up Passengers from Sam Boyd Stadium at 2:30 PM and return passengers to the UNLV Lied Athletic Complex.

Bus Charter Services Pricing (EXAMPLE 2)

	30 Passenger Mini-coach		47 + passenger Motorcoach		55 + Passenger Motorcoach	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
(____) Hour Minimum Charge						
Price Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Maximum Daily Rate						
Price Per Live Mile	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Price Per Dead Mile (Miles driven without passengers)	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Other Charges (specify)						
Other Charges (specify)						
Other Charges (specify)						
Total Cost of Trip						
Gratuity	Total Cost of Trip x _____ %		Total Cost of Trip x _____ %		Total Cost of Trip x _____ %	
GRAND TOTAL Including Gratuity						

EXAMPLE 3 – Multiple Day, Long Distance Trip (Use form on the next page to fill in appropriate pricing for this trip. If pricing method does not apply to the example trip or is not utilized by your firm, please write “N/A” in the blank.)

Day 1:

3:00 AM Buses arrive at CAEO Executive Offices (1455 E Tropicana, Las Vegas, NV 89154). 3:30 AM Load Buses/Depart CAEO

5:45 AM Buses arrive at Barstow Station McDonald's (1611 E. Main St., Barstow, CA 92311) for breakfast and restroom break

6:45 AM Load Buses/Depart Barstow Station McDonald's

9:45 AM Buses arrive at University of San Diego (5998 Alcalá Park, San Diego, CA 92110)

1:30 PM – 2:00 PM Load Buses/Depart for Hilton San Diego Resort (1775 E. Mission Bay Drive, San Diego, CA 92109)

2:00 PM Arrive at Hilton San Diego Resort

4:30 PM – 5:00 PM – Load buses, travel to Denny's (1065 Camino Del Rio S., San Diego, CA 92108)

7:00 PM – 8:00 PM – Load buses, travel to Hilton San Diego Resort

8:00 PM – 10:45 PM – Arrive at Hilton/ End of Daily Transportation Services

Day 2:

7:40 AM – 8:00 AM Load buses from Hilton/ Travel to International House of Pancakes Restaurant (711 4th Ave., San Diego, CA 92101)

9:45 AM – Load buses/Travel to Hilton San Diego Resort

12:30 PM – Load buses/Travel to Sportsplex USA Santee (9951 Riverwalk Drive, Santee, CA 92071)

5:45 PM – 6:15 PM – Load buses/ Travel to Hilton San Diego Resort

6:15 PM Arrive at Hilton/ End of Daily Transportation Service

3704 Mission Blvd, San Diego, CA 92109

Day 3:

8:30 AM – 9:00 AM Load buses from Hilton / Travel to San Diego State University (5500 Campanile Drive, San Diego, CA 92182)

11:15 AM – 11:45 AM Load buses/ Travel to University of California San Diego (9500 Gilman Dr., La Jolla, CA 92093)

3:00 PM – 3:30 PM Load buses/Depart for Hilton San Diego Resort

4:15 PM – 5:00 PM Load buses/ Depart for Mission Beach (San Diego, CA 92109)

10:00 PM – 10:30 PM Load buses/ Travel to Hilton San Diego Resort

10:30 PM Arrive at Hilton/End of Daily Transportation Service

Day 4:

8:00 AM – 8:30 AM Load buses/Travel to McDonalds (3001 Clairemont Dr. San Diego, CA 92117)

9:30 AM – 11:00 AM travel to University of California at Riverside (900 University Ave., Riverside, CA 92521)

2:00 PM – 6:00 PM – Load Buses/ travel to Las Vegas

6:00 PM Arrive at CAEO Executive Offices / End of Tour

(If pricing method does not apply to the example trip or is not utilized by your firm, please write "N/A" in the blank.)

Bus Charter Services Pricing (EXAMPLE 3)

	30 Passenger Mini-coach		47 + passenger Motorcoach		55 + Passenger Motorcoach	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
(____) Hour Minimum Charge						
Price Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Maximum Daily Rate						
Price Per Live Mile	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Price Per Dead Mile (Miles driven without passengers)	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Overnight Charge (Away from Station (Price Per Stay)	_____ x _____ nights		_____ x _____ nights		_____ x _____ nights	
Second Driver Charge Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Second Driver Charge Per Day	_____ x _____ days		_____ x _____ days		_____ x _____ days	
Other Charges (specify)						
Other Charges (specify)						
Total Cost of Trip						
Gratuity	Total Cost of Trip x _____ %		Total Cost of Trip x _____ %		Total Cost of Trip x _____ %	
GRAND TOTAL Including Gratuity						

EXAMPLE #4 (If pricing method does not apply to the example trip or is not utilized by your firm, please write "N/A" in the blank.)

8:00 AM Pick up Passengers at UNLV main campus

Drop off at the University of Nevada, Reno campus (1664 North Virginia Street, Reno, NV 89557)

10:00 PM Pick up Passengers from UNR on the same day and drive back to UNLV main campus. Drop off passengers at UNLV.

Bus Charter Services Pricing (EXAMPLE 4)

	30 Passenger Mini-coach		47 + passenger Motorcoach		55 + Passenger Motorcoach	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
() Hour Minimum Charge						
Price Per Hour	x hrs		x hrs		x hrs	
Maximum Daily Rate						
Price Per Live Mile	x miles		x miles		x miles	
Price Per Dead Mile (Miles driven without passengers)	x miles		x miles		x miles	
Overnight Charge (Away from Station (Price Per Stay)	x nights		x nights		x nights	
Second Driver Charge Per Hour	x hrs		x hrs		x hrs	
Second Driver Charge Per Day	x days		x days		x days	
Other Charges (specify)						
Other Charges (specify)						
Other Charges (specify)						
Total Cost of Trip						
Gratuity	Total Cost of Trip x %		Total Cost of Trip x %		Total Cost of Trip x %	
GRAND TOTAL Including Gratuity						

Example #5 (Use form on the next page to fill in appropriate pricing for this trip. If pricing method does not apply to the example trip or is not utilized by your firm, please write “N/A” in that blank.)

Tuesday, Aug 11: Pick up Passengers at UNLV Lied Athletic Complex at 10:00 AM and transport them to Ely, NV with stop in Alamo, NV. End of service upon drop off. Driver returns to Las Vegas Bus Yard after 8 hrs off. UNLV arranges driver accommodation in Ely.

Wednesday, Aug 12: Driver deadheads back to Las Vegas Bus Yard

Wednesday, Aug 19: Driver deadheads from Las Vegas bus yard to Ely to pick-up passengers. UNLV arranges driver accommodations in Ely.

Thursday, Aug 20: Pick up Passengers in Ely, NV at 11:30 AM and transport them, with stop in Alamo, NV, back to the UNLV Lied Athletic Complex.

Bus Charter Services Pricing (EXAMPLE 5)

	30 Passenger Mini-coach		47 + passenger Motorcoach		55 + Passenger Motorcoach	
	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
() Hour Minimum Charge						
Price Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Maximum Daily Rate						
Price Per Live Mile	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Price Per Dead Mile (Miles driven without passengers)	_____ x _____ miles		_____ x _____ miles		_____ x _____ miles	
Overnight Charge (Away from Station (Price Per Stay))	_____ x _____ nights		_____ x _____ nights		_____ x _____ nights	
Second Driver Charge Per Hour	_____ x _____ hrs		_____ x _____ hrs		_____ x _____ hrs	
Second Driver Charge Per Day	_____ x _____ days		_____ x _____ days		_____ x _____ days	
Other Charges (specify)						
Other Charges (specify)						
Other Charges (specify)						
Total Cost of Trip						
Gratuity	Total Cost of Trip x _____ %		Total Cost of Trip x _____ %		Total Cost of Trip x _____ %	
GRAND TOTAL Including Gratuity						

Specify what determines when a trip is billed by hour.

Specify what determines when a trip is billed by day.

Specify what determines when a trip is billed by mile.

Explain your policy regarding highway tolls, parking fees, bridge tolls, airport fees, etc. Who will be responsible for payment of Highway tolls, parking fees, bridge tolls and airport fees? Will such fees be added to the invoice?

Discuss your standard policy on gratuity. Is there a standard gratuity fee or percentage that is expected? Please note that all gratuity charges must be added to the invoice. UNLV employees and staff shall not pay gratuity directly to the bus driver.

Provide detailed information regarding any volume-based discounts offered by your firm and when they are applied. Provide detailed information on time-based discounts for advanced scheduling of trips and when they are applied.

Discuss your cancellation policy. Are there any charges for cancellation of a trip?

The UNLV's primary intent is to obtain a contractor(s) to provide charter bus services within the local Las Vegas area; however, if the selected contractor(s) can provide charter services for the same prices in other locations of the country, the UNLV would like to include this in the contract. Please list the cities in which you can provide the same services for the same prices as specified in the pricing sheets on the previous pages.

[illegible]

Does your firm utilize low emission buses that operate on bio diesel or alternative green fuel methods? If so, please detail the number of buses that are alternative fuel and what type of fuel is used (bio diesel, natural gas, propane, etc.).

Does your firm have an environmental sustainability program or environmental mission statement? If so, please share the aspects of your program and how the program or mission statement will impact the proposed services for UNLV.

Does your Company partner with others in your supply chain that provide sustainable products and/or services (e.g. recycling of bus fluids, recycled content products, energy savings)?

Will your firm provide a "green alternative" bus on request with no added cost to the coaches as part of the charter? As a campus striving to partner with companies that share our sustainable values, it is important that the university clients have the option to consider sustainable modes of transportation.

**SECTION F - SEE ATTACHED PDF
PROPOSAL RESPONSE FORM HERE**

INSERT
EXHIBIT A – SEE ATTACHED PDF
SAMPLE CERTIFICATE OF INSURANCE

UNLV | PURCHASING & CONTRACTS

EXHIBIT B MINIMUM CONTRACT TERMS FOR THE IFB 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 IFB. The final Contract will include details specific to the scope of this IFB, 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, ("UNLV or UNLV") and (**NAME OF COMPANY**), a (**STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY**), (EIN #) _____ ("Contractor"), and is based on the following facts:

RECITALS

UNLV requires a Contractor to provide on-call charter bus services.

On _____, 20____, UNLV issued its Request for Proposal 637-BC (the "**Proposal**") seeking proposals from qualified contractors to provide charter bus services.

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

On _____, 20____, 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. 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 Deliverable(s)).

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

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be \$300,000 per year, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Contractor's processes are provided in Exhibit B.

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

FUEL SURCHARGE/PRICE ESCALATION

Fuel costs based upon the fuel price at time of PROPOSAL submittal should be included in the pricing. A space has been provided on the General Unit Pricing page for the contractor to insert the current price per gallon of fuel upon which the General Unit Pricing is based. If at any time during the term of the contract, fuel price exceeds 10% of the cost of fuel as specified on the General Unit Pricing sheet, a fuel surcharge may be allowed with written approval of the University of Nevada, Las Vegas Purchasing Department.

The written request shall be accompanied by written proof of said changes in fuel cost to the Contractor and is subject to acceptance by UNLV Purchasing Department. UNLV shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to UNLV.

Other Price Increases:

1. Other Cost Increases/adjustments will only be reviewed at time of Contract renewal.

2. Contractor shall send notice requesting an increase a minimum of sixty days prior to the expiration of the current contract term.
3. UNLV alone shall determine whether a price increase will be allowed.
4. If Contractor requests a price adjustment/increase, supporting documentation must accompany the request.
5. Any allowable price increases will take effect at the beginning of the new term and if agreed to in writing via an addendum to the contract.

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.

8) 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.
- 9) Automobile Liability – For Services not exceeding \$5,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 10) 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.
- 11) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 12) “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) 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.
- 13) 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.
- 14) 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;
 - 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.

8) 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.

9) Ensure that its insurance policies be -

3. 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
4. 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;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance Company representative(s);
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and

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, sex, color, creed, ethnicity, religion, gender, sexual orientation, gender identity, veteran's status, 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:

UNLV as follows: Director of Purchasing and Contracts
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 UNLV customer/user 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. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

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. JOINDER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting contract with the authorization of 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.

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

(NAME OF THE CONTRACTOR)

APPROVED:

BY:

Date

Printed Name

Title

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

APPROVED:

BY:

Gerry J. Bomotti, Senior Vice President for Finance and Business

Date