BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”)

REQUEST FOR PROPOSAL 661-KO FOR CONSULTANT TO PROVIDE ATHLETICS COMPETITIVENESS AND BENCHMARKING STUDY FOR THE UNIVERSITY OF NEVADA, RENO AND THE UNIVERSITY OF NEVADA, LAS VEGAS

RELEASE DATE: December 18, 2015

LAST DAY FOR QUESTIONS: December 30, 2015

LAST DAY FOR ADDENDA: January 7, 2016

OPENING DATE, TIME and LOCATION: January 14, 2016 @ 3:00 PM PST

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

Sealed proposals, one (1) original and two (2) copies and one (1) electronic copy on CD or flash drive, and only one (1) original Pricing Response Form (defined below) and one electronic copy of the Pricing Response Form on CD or flash drive is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above (“Proposal(s)”). All Proposals must be received on or before this date and time to be considered. Proposals may be mailed or hand delivered to the address above. Please go to http://maps.unlv.edu/ to view a map of UNLV campus.

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

Kelly Owsley, Senior Purchasing Analyst
Kelly.owsley@unlv.edu
Phone: (702) 895-4385
Fax: (702) 895-3859

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

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SECTION A
INTRODUCTION

1. PURPOSE OF REQUEST

The Nevada System of Higher Education ("NSHE") invites interested parties to submit a Proposal for consulting services to complete an athletics competitiveness and benchmarking study. The study shall address the athletic departments of the University of Nevada, Reno ("UNR") and the University of Nevada, Las Vegas ("UNLV") to (i) determine the current competitiveness of each within the Mountain West Conference, (ii) benchmark the performance of each relative to other institutions and conferences, and (iii) explore possibilities for future athletic conference affiliation (the "Study"). NSHE desires to hire an independent consultant to prepare and complete the Study consistent with the Scope of Work set forth in this Request for Proposal.

2. 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/CONSULTANT 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.

PRICING RESPONSE FORM Proposer form submitted in Section E defining the compensation payments for Proposer ("Proposer Payment" or "Fee").

GENERAL TERMS AND CONDITIONS By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
MINIMUM CONTRACT TERMS

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

UNLV
Univeristy of Nevada, Las Vegas

UNR
University of Nevada, Reno

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 and UNR.

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.

AFFILIATE(S)
“Affiliate” means an entity that controls, is controlled by, or is under common control with the Company.
SECTION B
SUBMISSION INSTRUCTIONS

NSHE 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. NSHE is not bound by any oral representations, clarifications, or changes made in the written specifications by NSHE 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 60 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 NSHE 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/UNR 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/UNR 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. Please note that an award is not final until there is a fully negotiated signed Contract.

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) NSHE accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.

s) NSHE reserves the right to contract for less than all of the services identified herein.

t) Proposals are not to contain confidential/proprietary information. NSHE is subject to the Nevada Public Records Act. 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.

b) An evaluation committee shall evaluate Proposals based on the criteria listed below. NSHE 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) The Proposal responses may be disclosed to the Committee on Athletics for discussion and award. Please note that during the RFP evaluation process, Proposals may be made public and discussed/evaluated in a public meeting.

d) A Contract will be awarded on the basis of which Proposal(s) NSHE deems best suited to fulfill the requirements of this RFP and meet NSHE’s needs. NSHE 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 NSHE.

e) NSHE will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.

f) 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:

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Total Possible Points 200

1. Company Background Experience and References

A. Executive Summary

Provide a company description, history and high-level corporate overview.

B. The Proposer should provide the following information about his/her Company so that the UNLV can evaluate the Proposer’s stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer’s outline of the Company’s background should include:

1. NSHE is expecting to work with a team of consultants who have significant and relevant experience working on projects similar to those described in this solicitation. For the specific members of the team chosen to work on the NSHE Study, indicate their specific experience relative to providing consulting and analysis similar to the Scope of Work specified within this RFP.
   i. How many total athletics competitiveness and benchmarking studies or similar engagements have members of the team completed in the last five (5) years?

   ii. How many athletics competitiveness and benchmarking studies or similar engagements have members of the team completed with higher education institutions or higher education systems in the last five (5) years?
2. Provide a brief description of the Company (e.g., past history, present status, future plans, etc.).

i. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have “partnership” arrangements.

ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?

iii. Identify the number of employees in your Company.

iv. Within the past five (5) years has (i) a 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.

v. 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 to be provided, and if so, explain the nature and status.

vi. Within the past five (5) 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 or termination and the other parties' name, address, and telephone number.

vii. Disclose any potential conflicts of interest, or appearance of conflict, which might arise if your Company was selected for this project. Such disclosure should include compensation which may be paid in either hard dollars or soft dollars by any source to your Company.

viii. Disclose any conflicts of interest you or your Company may have with UNLV, UNR, NSHE, the Board of Regents, its personnel, or the State of Nevada Legislature.

C. Identify three customers for whom consultant has completed similar projects. The customers/projects provided should have been performed by one or more of the team members proposed for NSHE’s project. The examples should be of work done on campuses or organizations similar to UNLV and UNR in size and complexity. For each customer, please provide the following information:

1. Name and address of the organization
2. Year the project was completed
3. Institutional contact person (name, position while the study was being completed as well as current position, phone number, and e-mail address)
4. General description of the engagement
5. Information about the primary responsibilities assumed by your company on each project
6. Names and related responsibility of the consultant team members primarily responsible for doing the work
7. Explanation of why these studies/analyses are comparable to the one proposed at NSHE
8. Original project budget amount, final project amount, and whether the project was completed within budget, if not, describe contributing factors
9. Number of days allotted for project completion and whether the project was completed as scheduled, if not, describe contributing factors

2. Experience and Team
A. Describe why your Company’s experience fits with NSHE’s needs for consulting services to provide an athletics competitiveness and benchmarking Study for UNLV and UNR. Detail any access to data sets or databases that Company may have that could assist the Company in the Study. (Maximum 4 pages)

B. Provide a list of the consulting staff that will be assigned to the Study. It is highly important that the staff have experience conducting similar studies for institutions of higher education. Substitution for assigned consulting staff to this Study, after submittal of the Proposal, will be subject to review and approval by NSHE.

C. Provide an organizational chart that reflects how the team will be structured.

D. For each of the proposed members of the project team provide a summary of their experience on providing similar consulting services to higher education institution or equivalent including:
   a. Clients and dates of major engagements
   b. Summary of the tasks performed for each of the major engagements listed
   c. Area of expertise
   d. Relevant certifications
   e. Progression through the Proposer’s organization and/or through the profession.

E. Provide resumes of the key team members that will be working on the Study.

3. Study Approach and Management

A. Describe the approach that will be used to implement the Study. The description should include the following:
   1. General approach for completing the goals of the Study
   2. Proposed phases, if any
   3. Proposed deliverables
   4. Provide a proposed schedule for the engagement based on your experience with similar projects and your Company’s understanding of NSHE’s needs. Indicate how you would organize the engagement to ensure that the proposed schedule is met.
   5. Plans to ensure good communication throughout the process
   6. Any other items Proposer deems appropriate

B. State what budget, schedule, and scope control techniques your Company intends to utilize for this Study.

4. Competing Workload and Staffing Plan

List Company’s current workload and describe the Company’s ability to undertake and complete the Study on time and within budget in the context of the Company’s currently contracted projects. (Maximum 2 pages)

5. Pricing Response – See Section E, Pricing Response Form

Proposers are instructed to provide their fees in Section E, RFP Pricing Response Form. Complete Section E Pricing Response Form. Technical/Evaluation and Price Proposals must be submitted in separate, sealed envelopes. Note: No cost information is to be included in the Proposer’s

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. Proposers, their authorized agents and other interested parties are invited to be present.

6. **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 NSHE for the performance of the Contract. If sufficient appropriations and authorizations are not made by NSHE, the Contract shall terminate, without penalty, upon written notice being given by NSHE to Proposer. NSHE’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 NSHE.

b) NSHE reserves the right to award on a multi-year basis and, if in the best interest of NSHE, to award to multiple Contractors.

c) The initial term of the Contract will be one year(s) (“Initial Term” or “Term”). Upon mutual agreement of both parties, the Contract may be extended for an additional 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) NSHE reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.

f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and NSHE to perform this service.

g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of NSHE, 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. Proposer’s exceptions will be reviewed by NSHE and may result in disqualification of Proposer’s offer as non-responsive 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. If Proposer’s exceptions do not result in disqualification of Proposer’s response, then NSHE may consider Proposer’s exceptions when NSHE evaluates the Proposer’s response.
h) NSHE 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 NSHE. 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). NSHE 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/UNR 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/UNR 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, NSHE 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 NSHE.

b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.

c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
d) Evidence of collusion among Proposers.

e) Unauthorized alteration of forms.

f) Failure to submit requested documents.

g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.

h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.

i) NSHE reserves the right to waive any minor informality or irregularity.

j) Any other reason set forth in this RFP.

9. **FAILURE TO FURNISH AT THE SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, 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 Price/compensation owed to NSHE, as applicable), as the Director may determine.

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **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.

12. **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 NSHE, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date NSHE check is mailed.

13. **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 Protestant. 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.

14. **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.

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

NSHE supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by NSHE. NSHE also supports efforts to encourage local businesses to compete for NSHE contracts. In addition, NSHE 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 NSHE 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 NSHE 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.
16. **SUSTAINABILITY**

   a) A key focus of NSHE is to minimize the impact the procurement of goods and services has on the local environment. NSHE is committed to sustainable economic, social, and environmental practices in all operations involving NSHE. 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) NSHE 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 NSHE.

   c) All electronic equipment NSHE 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 NSHE’s energy and financial performance while distinguishing our institution as an environmental leader.

17. **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. NSHE 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 NSHE's Purchasing Department in the event the license is no longer valid.

   c) NSHE is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

18. **EQUAL EMPLOYMENT OPPORTUNITY**

   NSHE 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. NSHE 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

Background and Purpose:

In 2015 the Board of Regents of the Nevada System of Higher Education (the “Board”) established a subcommittee, the *ad hoc* Committee on Athletics (the “Committee”), charged with focusing on important issues facing intercollegiate athletics. Among other things, the Committee’s charge provides that it may commission a study of the athletic departments of the University of Nevada, Reno (“UNR”) and the University of Nevada Las Vegas (“UNLV”) to (i) determine the current competitiveness of each within the Mountain West Conference, (ii) benchmark the performance of each relative to other institutions and conferences, and (iii) explore possibilities for future athletic conference affiliation (the “Study”). The Committee desires to hire an independent consultant to prepare and complete the Study consistent with the scope of work set forth below.

**Phase 1 of the Study:**

**Key Questions and Analysis:**

The Study should address and provide a complete analysis of the following key questions:

- Are UNR and UNLV “competitive” within the Mountain West Conference? What are the relevant factors of competitiveness?
- Where do UNR and UNLV rank relative to other members of the Mountain West Conference in the relevant factors of competitiveness?
- What additional investments will UNR and UNLV need to make in order to increase their competitiveness within the Mountain West Conference?

**Factors of Competitiveness:**

In addition to any factors that the consultant identifies or determines to be relevant, the Study should include a detailed analysis of the following factors of competitiveness using the most recent data available:

1. **Institutional Profile:** Number of full time undergraduate, graduate, and doctoral/professional students and how those numbers compare within the Mountain West. Number of full time faculty and how those numbers compare within the Mountain West. Total institutional budget and how those numbers compare within the Mountain West. State supported funding and how those numbers compare within the Mountain West. Research dollars awarded and how those numbers compare within the Mountain West.

2. **Athletic Census:** The number of male, female, and total number of athletes and how those numbers compare within the Mountain West. The number of male, female and total sponsored athletics teams and how those numbers compare within the Mountain West.

3. **Athletics Expenses:** Total athletic budgets and how those numbers compare within the Mountain West. Athletic budgets for male and female athletics and how those numbers compare within the Mountain West. Expenses per student athlete and how those numbers compare within the Mountain West. Total athletic expenses and how those compare within the Mountain West. Expenses for football and men's basketball and how those numbers compare within the Mountain West.

4. **Athletic Revenues:** Total athletic revenues and how those compare within the Mountain West. Revenues from male and female athletics and how those numbers compare within the Mountain West.
Revenue per student athlete and how those numbers compare within the Mountain West. Profit/loss and how those numbers compare with the Mountain West. A review and analysis of subsidies, non-athletic revenues, or other institutional support furnished to the athletic departments with a comparison to other members of the Mountain West.

5. **Administrative Services and Support**: Number of coaches for male and female sports and total number of coaches and how those numbers compare within the Mountain West. Number of employees in the following areas, (i) compliance, (ii) marketing, (iii) athletic medicine, (iv) student support services, and (v) strength and conditioning, and how those numbers compare within the Mountain West.

6. **Academic Performance**: The Academic Progress Rate (APR) for each athletic department and how those numbers compare within the Mountain West. The Graduation Success Rate (GSR) for each athletic department and how those numbers compare within the Mountain West. Number of NCAA or conference academic award winners and how those numbers compare within the Mountain West. Number of academic support personnel within the athletic department and how those numbers compare within the Mountain West.

7. **Scholarship Awards**: The number of male, female and all athletes receiving grant-in-aid/athletic scholarships and how those numbers compare within the Mountain West. The average grant-in-aid/athletic scholarship awarded to male, female and all athletes and how those numbers compare within the Mountain West. Spending per athlete on food and nutrition and how those numbers compare within the Mountain West; noting any trends in such spending over the past three years within the Mountain West. “Cost of attendance” scholarships including (i) how such scholarships are (or are proposed to be) awarded and administered, (ii) how the award and administration of such scholarships compares within the Mountain West.

8. **Athletic Facilities**: Review and analysis of the primary athletics facilities utilized by the institutions and how those facilities compare to the primary athletic facilities used by members of the Mountain West – e.g. seating capacity, location, game experience etc.

**Tasks and Deliverables:**

In preparing and completing the Study the consultant shall perform the following tasks and deliverables:

1. **Stakeholder Interviews**: The consultant shall interview key stakeholders at both UNR and UNLV including athletic directors, compliance officers, and other personnel with knowledge or information necessary to complete the Study.

2. **Research and Benchmarking**: The consultant shall conduct any research necessary to complete the Study including gathering all data related to the factors of competitiveness.

3. **Preliminary Study**: The consultant shall prepare a preliminary written study for review and consideration by the Chair of the Committee. The Chair may provide initial feedback to the consultant concerning the form and content of the preliminary study or direct the consultant to provide additional information and analysis for inclusion in the final Study and presentation.

4. **Final Study and Presentation**: The consultant shall prepare a final written Study for review and consideration by the Committee. The final Study should include a complete analysis of the key questions and a concise and user friendly summary of the data relevant to the factors of competitiveness. The final Study should include an explanation of the source any data and note any assumptions or irregularities in the data that might impact the analysis and conclusions. The consultant shall give a presentation to the Committee summarizing the findings and analysis of the final Study and may be asked to provide a follow-up presentation to the Board. The final study should be highly visual.
RFP 661-KO
– with charts and graphs that summarize the factors of competitiveness in a manner that is easy to understand.

Optional Phase 2 of Study:

At the Option of the Committee, the consultant may be asked to expand upon the Study and provide additional information and analysis as followings.

Phase 2 – Key Questions and Analysis:
• Where do UNR and UNLV rank relative to a representative sample of the members of the Pac 12 and Big 12 conferences in the relevant factors of competitiveness?
• What additional investments would UNR and UNLV need to make in order to be competitive within the Pac-12 or Big 12 conferences?
## SECTION E
### PRICING RESPONSE FORM

1. **Phase 1 of the Study:**

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase I of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost. All costs not identified will be the responsibility of the selected Proposer.

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Total Estimated Cost of Phase 1 of the Study $________________

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of Phase 1 of the Study. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. $_________________

C. If NSHE shall be expected to pay reimbursable costs (excluding travel), please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.
D. Travel: Provide travel costs required to complete Phase 1 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or a do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

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Total Travel Costs Not to Exceed $________________
2. Optional Phase 2 of the Study:

A. Provide the estimated cost of all consulting services (excluding travel costs – use a second form below for travel costs) required to complete Phase 2 of the Athletics Competitiveness and Benchmarking Study in the space below. Proposers may attach additional pricing sheets and other information related to cost.

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Total Estimated Cost of Phase 2 of the Study $________________

B. NSHE requests that the Proposer place a cap on consulting and other costs (excluding travel – see below) that will be billed to NSHE for completion of this project. Please provide the maximum dollar amount that will be billed to NSHE for consulting and other costs required to complete Phase 1 of the Athletic Competitiveness and Benchmarking Study. $________________

C. If NSHE shall be expected to pay reimbursable costs (excluding travel). Please detail what those costs include and provide a Not to exceed maximum amount of reimbursable costs for Phase 1 of the Study.

____________________________________________________________________________________
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Page 21 of 35
D. Travel: Provide travel costs (if applicable) required to complete Phase 2 of the Study. Provide a breakdown to include estimated number of trips, cost per trip, etc. All travel and trips must be pre-approved in writing by NSHE (email acceptable) with a range or do not exceed price, and substantiated in writing by receipts. All air travel shall be economy, all rental cars must be the most economical midsize car available, and the hotel rate shall be reasonable for the applicable dates. In the event that any travel exceeds the approved scope, the Contractor shall be responsible for the amount of travel expense above the permitted amount.

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Total Travel Costs Not to Exceed $________________

3. In the event that NSHE may desire to request additional services that are outside of the scope of work as proposed in your RFP response, please provide the hourly rate(s) for those services.
### Certificate of Liability Insurance

**Certificate Number:**

**Certificate holder:**

**Insured:**

**Producers:**

**Contact Information:**

- **Name:**
- **Phone:**
- **Fax:**
- **Email:**

**Insurers Affording Coverage:**

- **Insurer A**
- **Insurer B**
- **Insurer C**
- **Insurer D**
- **Insurer E**
- **Insurer F**

### Coverages

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

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**Description of Operations/locations/vehicles:**

**Endorsements/Special Provisions**

**Certificate Holder:**

- **Board of Regents**
- **Nevada System of Higher Education**
- **4505 Maryland Parkway**
- **Las Vegas, Nevada 89154-1033**

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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EXHIBIT B
MINIMUM CONTRACT TERMS FOR THE RFP
FOR THE NEVADA SYSTEM OF HIGHER EDUCATION

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

This Contract #_____ (“Contract”) is made effective as of the date last signed below by any authorized signatory (the “Effective Date”) by and between the Board of Regents of the Nevada System of Higher Education (“NSHE”), and (INSERT NAME OF COMPANY), a [INSERT STATE AND MANNER OF ORGANIZATION, E.G. CORPORATION, LIMITED LIABILITY COMPANY), (INSERT EIN #) (“Consultant”), and is based on the following facts:

RECITALS

NSHE ________________ [INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH NSHE REQUIRES SERVICES].

On ____________, 20___, NSHE issued its Request for Proposal No. _____ (the “RFP”) seeking proposals from qualified Proposers to provide ________ services in connection with the ______.

On ________________, 20___, Consultant submitted a proposal (“Proposal”) in response the RFP. The Proposal was later modified by Consultant’s “Best and Final Offer” on __________, 20___.

On _______________, 20___, NSHE selected Consultant’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 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 one (1) additional one (1) year terms (“Renewal Term(s)” or “Term(s)”).

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, NSHE 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 NSHE exercise
its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Consultant shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which NSHE requests additional services.

**ARTICLE II**  
**SCOPE OF CONTRACT**

Consultant shall provide the following services ("Services" (including any applicable Deliverables)):

________________________________________________________________________________________
___________________________________________________________. The Services are non-exclusive.

NSHE may hire other consultants to provide similar services and Consultant may provide similar services to other clients.

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

The Study shall include Consultant’s satisfactory delivery of a final Study report ("Report") that details the findings and solutions determined during the Study. The Study shall be delivered electronically to NSHE in PDF format on or before ________, or as otherwise agreed to in writing (email acceptable). Consultant shall also electronically provide NSHE a media or press release friendly summary in PDF format upon request and at no additional charge ("Media Summary"). If requested, Consultant shall also provide an in-person presentation of the Report. The Report and any Media Summary or similar document based on the Study findings shall constitute a Deliverable(s) and shall conform to the requirements set forth in this Contract.

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

**ARTICLE III**  
**CONSIDERATION**

The amount to be paid to Consultant for work performed under this Contract

[The amount to be paid to Consultant for work performed under this Contract is estimated to be $X. The total amount for Consultant’s Proposal shall not exceed X. Notwithstanding the foregoing, NSHE, at its sole discretion may request additional Y at the same unit pricing.]

**Travel Expenses**  
All Consultant travel shall conform with the following, or as otherwise agreed to in writing by NSHE:  
Airfare: The most economical rate available
Rental Cars: The most economical rate available for a mid-sized sedan
Hotels: A reasonable rate for the dates.
At the NSHE’s discretion, pre-approval will be provided for an exact price or a range on a trip per trip or project by project basis, or simply for a specific trip or a collection of trips. All expenses must be billed within 30 days of being incurred and must be substantiated by receipts.

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

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

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

ARTICLE IV
DEFAULT

A. DEFAULT BY CONSULTANT

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

B. DEFAULT BY NSHE

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

ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

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

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

1) Commercial General Liability –
- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("ISO") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: $1,000,000 per occurrence and $2,000,000 annual aggregate.

Professional Liability coverage of not less than $1,000,000 per occurrence and $2,000,000 in annual aggregate.

2) Automobile Liability – For Services not exceeding $1,000,000 the minimum limit of liability required is a Combined Single Limit ("CSL") of $500,000 per occurrence. For Services exceeding $1,000,000 the minimum limit of liability required is a CSL of $1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

3) Workers’ Compensation - Employers Liability Limits shall be at least $100,000 per occurrence and for occupational disease. Workers’ Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from NSHE. If providing services, Consultant shall provide proof of Workers’ Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

4) 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 NSHE as an additional insured.

6) Insurance maintained by Consultant 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 NSHE. Such approval shall not relieve Consultant from the obligation to pay any deductible or self-insured retention.

7) Policy Cancellation / Change in Policies and Conditions Notifications
Consultant 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 NSHE without sixty (60) days’ prior written notice to NSHE and the notices required by this paragraph shall be sent by certified mail to NSHE;
• Send to NSHE a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to NSHE within three (3) business days upon its receipt;

• Provide NSHE 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 NSHE; and

• Immediately notify NSHE 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–
   • Consultant and parties contracting directly with NSHE must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
   • Any Consultant's insurance or self-insurance available to NSHE shall be in excess of and non-contributing with any insurance required.

9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Consultant has an obligation to insure on behalf of NSHE.

10) 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.

11) Provide Evidence of Insurance Requirements
    Prior to the start of any work, Consultant must provide the following documents to NSHE:
    • Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Consultant;
    • Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
    • Waiver of Subrogation Endorsement;
    • Endorsement reflecting Consultant insurance policies are primary over any other applicable insurance; and
    • Loss Payee Endorsement.

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

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

C. INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless NSHE, 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 Consultant or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, “Claim(s)”). NSHE will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Consultant shall not settle any Claim or threat thereof without the prior written approval of NSHE, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE or admit or attribute to NSHE 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 NSHE for the performance of this Contract. If sufficient appropriations and authorizations are not made by NSHE, this Contract shall terminate, without penalty, upon thirty (30) calendar days’ written notice being given by NSHE to Consultant, and Consultant shall immediately refund NSHE any pre-paid or advance unearned payments it made to Consultant.

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

Consultant acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, or any other information that is linked or linkable to an individual) of NSHE alumni, employees, and students (collectively, “NSHE User Data”). Consultant acknowledges and agrees that NSHE User Data is highly sensitive and to afford it the maximum security Consultant can provide using commercially acceptable standards, no less rigorous than it protects its own customer and employee data. Consultant must abide by and agree to NSHE’s Acceptable Use of Computing and Information Technology Resources Policy provided at http://oit.unlv.edu/about-oit/policies. Consultant agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act (“FERPA”) and the Gramm-Leach-Bliley Act (“GLBA”).

Consultant shall immediately inform NSHE by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident,
suspected unauthorized access, or breach involving NSHE User Data of which Consultant becomes aware. Except as prohibited by law, Consultant agrees to immediately destroy all confidential data and NSHE User Data received hereunder upon termination or expiration of this Contract. Consultant agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Consultant acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles NSHE to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by NSHE. This Section shall survive termination of this Contract.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Consultant certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Consultant agrees to provide immediate notice to NSHE 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

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

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 Consultant expressly consents to the jurisdiction of said court.

H. HEADINGS AND INTERPRETATION

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words “will” and “shall” denote a mandatory requirement or obligation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words “including,” “including without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

I. INDEPENDENT CONTRACTOR

Consultant expressly agrees that Consultant’s employees and/or Subcontractors shall not be treated or considered as the servants and employees of NSHE, it being the intention of the parties that Consultant shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Consultant covenants and agrees to save and hold harmless NSHE 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:

NSHE as follows: Director of Purchasing and Contracts
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Consultant as follows:

(INSERT NAME AND ADDRESS OF CONSULTANT)

L. OWNERSHIP OF MATERIALS

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

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

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

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M. TAXES, LICENSES AND PERMITS

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

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

N. TERMINATION FOR CONVENIENCE

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

Consultant 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”). Consultant further acknowledges and agrees that the Marks are the sole property of NSHE and that it shall not use any of the Marks in its advertising, or in the production of any materials related to this Contract, without the prior written approval of NSHE.

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) NSHE supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns (“MWDBE”) to compete for contracts awarded by NSHE. NSHE also supports
efforts to encourage local businesses to compete for NSHE 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, NSHE 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**, Consultant must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the NSHE prime Contract. The report must be available to NSHE 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 disadvantage 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 Consultant. NSHE/NSHE is not liable for the obligations of the governmental entity which joins
or uses the resulting contract.

T. AUDIT

Consultant agrees to maintain and preserve its books and records in accordance with generally accepted
accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or
regulation. Upon NSHE’s request, during the Term or for a period of two (2) years thereafter, Consultant shall
in a timely manner, allow NSHE, NSHE’s internal auditor or a third party auditor retained by NSHE to audit and
analyze Consultant’s compliance with the provisions of this Contract, and shall cooperate with any competent
regulatory body and shall allow such other access to Consultant’s premises and relevant records where
required by legal processes or applicable laws or regulations.

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

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

V. SUSTAINABILITY

c) A key focus of NSHE is to minimize the impact the procurement of goods and services has on the
local environment. NSHE is committed to sustainable economic, social, and environmental
practices in all operations involving NSHE. It is important that Consultant share this commitment as
well. Therefore, sustainable goods and services should be offered whenever available or
specifically when required in the Contract.
d) NSHE may request Consultant to provide reports related to sustainability on all goods and services provided. 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 NSHE.

a) All electronic equipment NSHE 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 NSHE's energy and financial performance while distinguishing our institution as an environmental leader.

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

TYPE IN THE NAME OF THE CONSULTANT.

APPROVED:

BY:

(TYPE IN NAME OF APPROVER)                  Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION

APPROVED:

Daniel Klaich, Chancellor                           Date