Version 9-16-15

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

REQUEST FOR PROPOSAL 674-KO
FOR MOVING AND STORAGE SERVICES

RELEASE DATE:	**Monday, August 22, 2016**
LAST DAY FOR QUESTIONS:	**Thursday, September 1, 2016**
LAST DAY FOR ADDENDA :	**Thursday, September 8, 2016**
OPENING DATE, TIME and LOCATION:	**Thursday, September 15, 2016, 3:00 PM Local Time**
SUBMITTAL LOCATION:	University of Nevada, Las Vegas 4505 Maryland Parkway **Campus Services Building, Room 235** Las Vegas, NV 89154-1033

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

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

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

UNLV invites interested parties to submit a Proposal for Moving and Storage Services associated with moving various office furniture and records and a wide range of equipment including research, scientific, laboratory, athletics, recreational/fitness, musical, theater, etc. and other items. The majority of moves are intercampus moves, moves between campuses, or moves between locations within the local area. Moves could be from building to building, workstation to workstation, or site to site. On occasion, the Successful Proposer shall be asked to provide moving services for inter-state or long distance moves. This Proposal does not include moving staff or faculty between personal residences.

2. UNIVERSITY OF NEVADA, LAS VEGAS

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves approximately 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre main campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip. The Shadow Lane Campus consists of 18.2 acres and is located in the heart of the Las Vegas Medical District at 1700 West Charleston Boulevard.

3. TERMINOLOGY

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contract s.
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 stated.

PRICING RESPONSE FORM	Proposer form submitted in Section E defining any pricing.
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 UNLV Contract s are subject to existing Contract s (and any replacement Contracts thereof).
UNLV	University of Nevada, Las Vegas
NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the Contracting party for any NSHE Contract. The Board of Regents acts on behalf of UNLV.
COMPANY(IES)	"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, partnership, or other legal entity, and any person(s) acting on behalf of such entity.
AFFILIATE(S)	"Affiliate" means an entity that controls, is controlled by, or is under common control with the Company.

SECTION B
SUBMISSION INSTRUCTIONS

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

1. PREPARATION AND SUBMISSION

a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.

b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form.** Proposal may be considered non-responsive in the event Addenda are not acknowledged.

c) The Proposal submitted should not exceed forty (40) pages. Other attachments may be included with no guarantee of review.

d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.

e) **If applicable, prices are to be submitted on the Pricing or Royalty Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and MUST indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**

g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.

h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.

i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.

j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.

l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

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

m) Altering any of this RFP may render the Proposal null and void.

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

o) All Proposers, by signing the **RFP Response Form,** certify that they agree to the terms and conditions set forth in this RFP and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated. 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) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.

s) UNLV reserves the right to Contract for less than all of the services identified herein.

t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records 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. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

c) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.

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

e) Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.

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

f) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	**Possible Points**
1. **Experience, Reliability & Stability**	**30**
2. **Qualifications of Contractor**	**30**
3. **Cost Proposal**	**40**
Total Possible Points	**100**

1. Experience, Reliability & Stability (Tab 1) **30 Points Possible**

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 will evaluate the facts and may, at its sole discretion, reject a proposal on the grounds of the past experience. The importance of conducting moves in a safe and satisfactory manner demands that the Proposer, in order to qualify in addition to the other requirements herein provided, shall prove to the satisfaction of UNLV or a designated representative that the firm has actively and normally been engaged, for at least the past two (2) years, in the moving business for commercial moves on a full time basis similar to those covered by this contract. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposer's outline for this criterion should include the following:

a) Provide a brief narrative describing your company. Include how long your company has been in the business of providing moving services, volume of clients, number of employees and relevant services provided. If applicable, provide information on the Proposer's parent company office address, telephone number, fax number and contact persons(s).

b) Describe your experience in providing moving services with emphasis on your experience with public and/or higher education institutions and entities within Clark County, Nevada. Give specific examples of prior projects of similar scope and nature.

c) Provide average # of claims (from damage or other issues) received annually and # of days it takes to completely process and resolve these claims. Describe the nature of these claims. Describe your policies and procedure for filing and paying claims.

d) Within the past five (5) years has (i) Company made a general assignment 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 been placed voluntarily or involuntarily in any receivership; or (iv) has the Company defaulted on any loan or been otherwise unable to pay its debts.

e) Within the past five years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform.. Provide the relevant details with respect to the termination(s) including the date or termination and the other parties' name, address, and telephone number.

f) Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/products to be provided and if so explain the nature and status.

g) The Proposer should provide three (3) client references that are public and/or higher education institutions similar in size and scope to UNLV and for which requirements are similar to those specified herein. Current clients within Clark County, NV are preferred. The information provided should, as a minimum, include:

Name and location of institution
Name and title of contact at institution
Telephone number of contact
E-mail address of contact

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

2. Qualifications of Contractor (Tab 2) 30 Points Possible

The Proposer should provide satisfactory evidence that they possess adequate plant, financial resources, and organization as herein specified to perform the type, magnitude, and quality of work specified. The Director of Purchasing or a designated representative shall have the right to reject proposals of any contractor who is unable to provide satisfactory evidence as to its qualifications. Proposers shall provide evidence, at their own expense that they are in possession of all necessary permits, licenses, franchises and lawful authority to perform services under this specification.

a) Proposers are requested to provide information as to how they will provide the services. The Proposer should specifically address the specifications and requirements listed in Section D Scope of Work/Specifications. The Proposer's response should be organized into separate sections which correspond with the section titles identified in Section D.

b) Describe Company's organizational process for larger moves – e.g. color coded labels, color coded floor plans, instruction handout, departmental briefings, Q&A's, etc.

c) Proposers are encouraged to present any Value Added Services that they can offer to UNLV in conjunction with the Scope of Work/Specifications. Provide detailed explanation of what is being offered and attach any additional materials for review. (Examples: Services offered

without any charge, Green Certification, hard drive sanitation, unpacking, event set up, e-waste disposal, etc.)

d) Describe your capability to handle wide range of facility type moves and capability to handle different kind of equipment (e.g. office, laboratory, scientific equipment, recreational/exercise equipment, athletic equipment, etc.). Describe security procedures for handling confidential information.

e) Describe the facility that will serve this contract including detailed information regarding Proposer's moving van fleet (number and types of vehicles) which will be utilized by Proposer to perform this contract. Include information on facility's safety records and violations. Provide information regarding Proposer's local storage facility including information on security of the facility, available storage options, climate control, fire prevention, storage capacity, etc.

f) Provide names of the employees in the area responsible for this contract, their function in the company, title, and number of years of service with the Proposer's firm. Describe any background checks that are performed on employees and training that is provided to employees.

g) Describe how emergency moves that require quick response time will be handled.

h) Describe response times for requests for quotes and providing memo directives for moves. Provide response times for returning customer phone calls and e-mails.

i) List name, address, and contact information for all subcontractors that would be utilized in the performance of this contract.

3. Pricing Proposal (Tab 3 In separate sealed envelope) 40 Points Possible

Proposers are instructed to provide their fees per the Pricing Response Form, Section E. Proposers should submit one original, and one electronic copy on CD or flash drive, of their Pricing Response.

Do not include any information regarding cost in Proposer's technical proposal (Tab 1 & Tab 2). Technical and Pricing Proposals must be submitted in separate, sealed envelopes.

3. LATE PROPOSALS

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

4. PUBLIC OPENING OF RFP's

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

5. WITHDRAWAL OF PROPOSAL

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

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

2. APPROPRIATIONS

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

3. AWARD OF CONTRACT

a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled **"Evaluation of Proposals"** and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.

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

c) The initial term of the Contract will be one (1) year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4), one (1) year renewals terms ("Renewal Term(s)" or "Term(s)").

d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.

e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.

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

g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a <u>specific</u> list of the exceptions as part of its response to this RFP. A general exception to the Minimum Contract Terms may result in a determination that the RFP proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the RFP proposal. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

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

4. COMPLIANCE

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

5. CONFIDENTIAL TREATMENT OF INFORMATION

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

6. CONFLICT OF INTEREST

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

7. DEFAULT OF CONTRACT

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

8. DISQUALIFICATION OF PROPOSERS

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

a) Failure to use the forms furnished by UNLV.

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

c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.

d) Evidence of collusion among Proposers.

e) Unauthorized alteration of forms.

f) Failure to submit requested documents.

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

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

i) Any other reason set forth in this RFP

j) UNLV reserves the right to waive any minor informality or irregularity.

9. FAILURE TO FURNISH AT 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 Royalty Rate owed to UNLV, as applicable), as the Director may determine.

10. FREIGHT TERMS

a) All freight terms must be F.O.B. destination.
b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

12. PAYMENT TERMS

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

13. PROMPT PAYMENT DISCOUNTS

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

14. PROTESTS

Any Proposer or Contract or 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.

15. SAMPLES

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

16. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

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

   (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

   (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
   - The name, city and state
   - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
   - Any certification of such status including the entity granting the certification if applicable

   (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

b) Any award from this RFP that results in a Contract for goods or services that is **anticipated to exceed $1,000,000 at any time during the life of the Contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors.

These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

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

a) 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.

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

17. SUSTAINABILITY

a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. TAXES, LICENSES AND PERMITS

a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.

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

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

19. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

UNLV is requesting proposals from qualified Moving Service Companies to provide on-call moving services. Contractor will provide moving services associated with moving various furniture, equipment, office records, etc. The majority of moves are intercampus moves, moves between campuses, or moves between locations within the local area. Moves could be from building to building, workstation to workstation, or site to site. On occasion, Contractor shall be asked to provide moving services for inter-state or long distance moves. This RFP does not include moving staff or faculty between personal residences.

UNLV does not guarantee a maximum or minimum dollar amount of work under this RFP Contract.

1. **SERVICE STANDARDS**
   Service shall include moving of office furniture and records, and a wide range of equipment including office, research, scientific, laboratory, athletics, recreational/fitness, musical, theater, etc. and other items. The specific moving services required may vary from job to job, depending on the nature of the move and the needs of the requesting UNLV department. Services provided by Contractor shall include, but not be limited to the following:

   - Provide packing containers and advance container deliveries
   - Packing services
   - Unpacking services
   - Valuation coverage (Proposer to identify Valuation coverage options in their response to Section E)
   - Disconnect & Reconnect Service for refrigerator, microwaves, fax machines etc. Contractor shall not disconnect or reconnect computer equipment or Copy machines. Any movement of Copy machines should be pre-authorized by the UNLV Reprographics Department and wrapping/packing of copy machines shall not be performed by Contractor.
   - Extra pickup and deliveries
   - Transportation of bulky items: pianos, etc.
   - Transportation of items of high value: musical instruments, private collections related to the field of study, works of art, antiques, etc.
   - Short term storage in the event new office is not immediately available
   - Movement of laboratory equipment
   - Remove & install non-wall-mounted shelves.
   - Assembly/Disassembly of furniture
   - Provide secure overnight on truck storage of furniture, equipment and records being moved.
   - Provide secure storage for items, as requested.

For all jobs, it shall be the Proposer's responsibility to provide the following:

a. Contractor shall plan each move with the UNLV coordinator as follows:

1. Provide quote/estimates to campus departments prior to each move in accordance with the requirements for response times. Estimates shall include a cost breakdown to include the proposed number of employees, type and number of vehicles, number of hours detailed, the estimated number of days to complete the move and any other allowable costs.

2. Produce and distribute all moving systems, guidelines, and procedures in a memo directive form that will govern the activities of each move.

3. Assume overall responsibility for getting maximum flow of contents and equipment with buildings, including elevator scheduling. Establish crew, equipment and truck requirements.

4. Develop a schedule of activities for supervisory personnel and supply an adequate number of supervisors.

5. Prepare a moving schedule to direct and control the flow of all furniture and equipment from all existing locations to be moved.

6. Submit a program for protection of the premises at both the new and old locations to the respective facility managers. Assurance of measures to protect floors, walls, and fixtures must be provided.

7. Assume responsibility for removal of refuse and any packing materials related to each move from all of the buildings involved.

8. Provide a communications system for use between all points associated with each move.

9. Provide additional insurance required based on the nature of the item being moved.

10. Notify the UNLV Surplus Property Department on the scope and status of all incoming moves to UNLV Thunder Warehouse at least two working days in advance of the scheduled move date.

b. Contractor shall provide the following physical preparations for each move whenever applicable:

1. Provide all packing material and moving equipment which may be required to complete each move to include, but not be limited to, the following:

   · Packing Boxes is various sizes

      - Crates in various sizes

      - Packaging Tape

      - Labels/Marking materials

   · Tools (drills, screwdrivers, etc) and Dollies (hard rubber wheels maintained free of grease and dirt)

   · Rolling Racks/Bins for computer/office equipment and books

   · Typewriter Cartons/Transporters

   · Rigging Equipment

   · Aluminum or Magnesium Ramps of Various Sizes

      - Pads/Blankets

   · Masonite Sheets -- 1/4" Tempered (Not Plywood)

   · Two-Way Radio

   · Wall/Corner Protective Materials/Pads

2. Designate and assign move location numbers to all original building floor layouts. Supply all pressure sensitive pre-marked move tags for the identification of items to be moved with destination identification. Affix tags to all furniture and equipment to be moved. Tags shall leave no residue when removed.

3. Color-code all floor layout plans/prints.

4. Color code all work station locations. Provide directional and coding plaques. Develop the sequence for moving procedure to expedite operations for each move.

c. Contractor shall provide the following services as they relate to the execution phase of each move:

The execution phase of each move will begin with the installation of protective materials at the old and new locations and continue without interruption, per agreed on predetermined schedule, until the move is complete, including the removal of protective materials and packing containers. The Contractor shall:

1. Supply all of the necessary 1/4" tempered masonite, corrugated paper wall protection, threshold plates, corners, and tape to properly protect those areas/ locations. This will include the initial installation and the continuing maintenance of these materials in proper condition at all times during the move in order that the protection of walls, corners, carpeting, glass doors, etc., is ensured. Special attention must be given to the area of adequate elevator protection.

2. Supply all necessary tools, dollies, lifters, bins, labels, tape and other materials etc., that may be required to perform specified moving tasks efficiently, at no extra charge. All charges for these items should be included in the employee hourly rate bid. Cartons that are not returned within 30 days of the move may be billed at the rate bid for their specific size.

3. Load and unload of all furniture, equipment, office records, or other items that UNLV has requested to be moved.

4. Report to the UNLV coordinator on the status of all moving activity on a daily basis.

5. Provide for the removal of any protective materials, placarding, cartons, and refuse following each move segment. The Contractor will also remove cartons which have been unpacked by UNLV employees during the period following a move.

6. Provide for any moving truck repairs and towing that may be required for the duration of each physical move.

7. Provide personnel and supplies for minor wood & metal furniture repairs. These types of repairs, that are necessary due to damage caused in the move by the Contractor, shall be at Contractor's expense and no charge for labor or materials will be allowed.

5. Empty and pack contents of all bookcases, storage cabinets and racks, including paper storage, transport and replace as before in bookcases, storage cabinets and racks at the new location.

2. STORAGE, WAREHOUSING, AND DISTRIBUTING STANDARDS

In the event that storage is required as part of a move, the following standards shall be required of the storage facility.

a. Air cooled and/or temperature controlled units available

b. Complete and tested facility security system.

c. Warehouse roof in acceptable condition, free of leaks.

d. Yard and dock areas free of debris.

e. Storage containers structurally sound and damage free.

f. A complete and tested sprinkler system and/or fire alarm system.

g. Regular inspections performed by the local fire department and/or insurance carrier to insure facilities are free of fire hazards including but not limited to: storing flammable substances in or around the facility, storing debris around heating/cooling systems, and faulty wiring or lighting.

h. Facility well lighted for security.

i. Facilities free from insect/rodent infestation.

j. Facility available for inspection by UNLV.

k. Insurance requirements met.

3. GENERAL REQUIREMENTS

a. The Contractor will furnish sufficient staff of supervisory and labor personnel to perform all phases of this specification in an orderly, timely, and efficient manner. The following specific standards of conduct are required from Contractor's staff to insure the orderly and efficient performance of duties and services at UNLV and to protect the health, safety and welfare of all members of the UNLV community. In accordance with those standards, the following items are strictly prohibited:

   i. Use or possession of drugs or alcohol;
   ii. Possession of firearms or other weapons;
   iii. Smoking in UNLV buildings;
   iv. Harassment (sexual, racial or otherwise) or intimidation of any member of the University community;
   v. Violation of applicable traffic or public safety regulations or of UNLV rules and procedures;
   vi. Unauthorized use of UNLV vehicles, equipment or property;
   vii. Use of UNLV telephones for personal business;
   viii. Removal or theft of University property;
   ix. Unauthorized duplication or possession of University keys;
   x. Transfer of personal identification card or of parking pass to unauthorized personnel;
   xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community.
   xii. Interference with the work of other employees;
   xiii. Work attire other than the specified uniform;
   xiv. Loud, vulgar behavior or the use of profanity.

b. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

c. UNLV will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

d. UNLV's interpretation of specifications shall be final and binding upon the Contractor.

e. All personnel must be uniformly attired and clearly identifiable with the moving company's picture ID badge worn at all times while performing services under the Contract. All supervisory personnel must be identifiable as such.

f. Each person will be listed on a roster by name to be submitted to respective facility managers prior to the beginning of each move.

g. Authorized representatives will be provided with daily work logs for all personnel engaged in any move upon request during any phase of the Contract.

h. Furniture and equipment shall be transported in closed vans. The Contractor will provide seals to be used on each van throughout each move. Seal numbers will be recorded at origin and checked at destination.

i. Certain furnishings, equipment, and records may be designated as "security items". The Contractor will specifically identify such items and take appropriate measures to protect and preserve such property as to comply with the reasonable requests of UNLV.

j. All property shall be protected against inclement weather conditions during loading and unloading.

k. Contractor shall agree to establish security procedures and guidelines subject to the UNLV's approval.

l. The quality of service shall be subject to inspection by the UNLV at any time. Should it be found that quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, UNLV may terminate the contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to UNLV for costs incurred on account thereof.

m. UNLV reserves the right to stop the work covered by the Contract at any time that it is deemed the Contractor is unable or incapable of performing the work to their satisfaction. In the event of such stopping, UNLV shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the Contract amount for the Service , the Contractor shall be liable to UNLV for any such cost on account thereof.

n. UNLV reserves the right to reject and bar from the facility any employee hired by Contractor.

o. Contractor shall provide all equipment, materials, and tools required to conduct moving.

p. Contractor shall be available for service 24 hours per day, 7 days per week, 365 days per year.

q. Contractor will execute a contract with UNLV and accept full responsibility for all planning, implementation, control, and completed performance for any and all moves requested by the UNLV under the contract. This will require that the Pro poser reserve and hold in readiness sufficient staff and equipment as stated herein to perform each segment of an entire move on dates scheduled. There will be no excuse for failure of the Contractor to perform in a timely manner on specified dates.

r. Contractor shall have in its direct employment one Project Manager for each move performed under the Contract. This manager must be a specifically named individual with overall supervisory responsibility and be available to UNLV as required during the term hereof for consultation and execution of all aspects of moves described in moving schedules. Contractor shall provide manager’s phone, fax, and mobile number and e-mail address. No replacement shall be made without the written approval of UNLV.

s. Contractor shall be in possession of all necessary permits, licenses, franchises, and lawful authority to perform services under this specification.

t. Contractor is responsible to insure that only drivers with a valid license to operate the class, weight and size of vehicle to which they are assigned will be allowed to operate said vehicles.

u. Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. It is the Contractor's responsibility to insure that their operations are conducted in a safe and secure manner at all times Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the University's satisfaction at the Contractor's expense, except such as may be directly due to the sole negligence of employees of the University.

v. All Contractor employees used on the UNLV account shall have full I-9 documentation and a current background check acceptable to the UNLV and verification on file with the employer, copies of which will be supplied to the UNLV upon demand.

w. Contractor's employees shall be responsible for purchasing parking permits from the UNLV Parking Department. UNLV shall not be responsible for parking tickets received by Contractor's employees. Contractor will be required to purchase vendor permits for each vehicle used on the UNLV campuses. This requirement can also be satisfied with an annual payment equivalent to the permit amounts if all vehicles are marked with the vendor's name and logo. Contractor will also be required to satisfy any citations that are received on these vehicles. Sidewalk access can only be granted after supplying the necessary insurance documentation required by UNLV's Risk Management Division. The full list of parking policies, rules, and regulations can be found at http://parking.unlv.edu/.

x. Reporting – Contractor shall be required to furnish various reports such as spending and usage as requested by UNLV.

y. Contractor Performance

In the instance that there are service complaints brought to the attention of the Contractor, Contractor shall work with UNLV to resolve the issues. The Contract will provide recourse for failure of Contractor to resolve issues, which may include meet and confer requirements, liquidated damages and/or termination

Contractor should return all UNLV phone calls and e-mails within the time frame established.

4. INSURANCE: Contractor should have General Liability insurance, Worker's Compensation, Automobile Liability, and Cargo Insurance and Customer's Goods Legal Liability Insurance coverage per the requirements in the attached Exhibit B Minimum Contract Terms for the RFP.

SECTION E
PRICING RESPONSE FORM

I. Local Rates - Las Vegas, N. Las Vegas, Henderson, Boulder City, Metropolitan Clark County

1. Hourly rate per employee (including any necessary tools, dollies, lifters, bins, labels, tape and other materials etc., that may be required to perform specified moving tasks efficiently) ……..$_____/HR

2. Hourly rate for van driver: …….. $_____/HR

3. Hourly rate for supervisor: ……..……. $_____/HR

4. Hourly rate for van of medium loading capacity (bobtail w/ box under 24 ft. in length) to be used for smaller inter-building moves. This rate should not include the driver……..$_____/HR

5. Hourly rate for van of large loading capacity (bobtail w/ box 24 ft. or more in length) to be used for large moves. This rate should not include the driver.. …...$_____/HR

II. Intrastate Rates - Pahrump, Jean, Primm, Laughlin, Mesquite, Overton, Logandale, Mercury, Indian Springs, Tonopah, Caliente

6. Hourly rate per employee (including any necessary tools, dollies, lifters, bins, labels, tape and other materials etc., that may be required to perform specified moving tasks efficiently). ……..…….$_____/HR

7. Hourly rate for van driver: ……..……....$_____/HR

8. Hourly rate for supervisor: ……..…….$_____/HR

9. Hourly rate for van of medium loading capacity (bobtail w/ box under 24 ft. in length) to be used for smaller inter-building moves. This rate should not include the driver: ……..…….$_____/HR

10. Hourly rate for van of large loading capacity (bobtail w/ box 24 ft. or more in length) to be used for large moves. This rate should not include the driver. …….$_____/HR

III. Valuation Coverage:

1. Describe the standard valuation coverage that is included at no additional cost.

2. Provide pricing for Full Valuation Coverage*

$_____/$1000

Contractor will assume liability beyond coverage: yes _____ No _____

Storage Rates

1.	Overnight Storage	Size	_____	$_____	
2.	Storage	Size	_____	$_____/week	$_____/month
		Size	_____	$_____/week	$_____/month
		Size	_____	$_____/week	$_____/month
		Size	_____	$_____/week	$_____/month

IV. Boxes

1. Small (at least 16”x10”x10”): $_____ea Bundle of _____ Price Break: $_____

2. Medium (at least 18”x14”x12”):$_____ea Bundle of _____ Price Break: $_____

3. Large (at least 20”x20”x15”): $_____ea Bundle of _____ Price Break: $_____

4. XLarge (at least 23”x23”x16”): $_____ea Bundle of _____ Price Break: $_____

V. Provide information on any other possible costs that are not included in the above rates. Failure to list will result in assumption by Contractor of costs.

NOTE:

Note: 1) The hourly rate paid to the Contractor shall be portal to portal for each move (i.e. from Contractor's location back to location). No toll charges will be allowed for travel to transport personnel & equipment to and from the facility. Also, if a truck or van is used to transport personnel & equipment to and from the move site the flat rate charge for the medium capacity truck may be included. However, if this vehicle is not used in the actual move (i.e. moves within a building or moves that require a larger capacity truck that is of sufficient size to accommodate all of the furniture & equipment) no other charges for that vehicle will be allowed.

2) All moves regardless of whether or not they are conducted on Saturday, Sunday or Holidays will be paid at the straight time hourly rate bid for the first eight (8) hours worked in any one day and at one and one half (1.5) times the straight time hourly rate bid for all time worked in excess of eight (8) hours in any one day. Contractors must pay employees, for work performed under this contract, a minimum of one and one half (1.5) times the prevailing hourly rate for hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week (regardless of where the work was performed). Therefore, it behooves Contractors to schedule employees' work hours so that payment of overtime is not required for work performed under this contract unless a single days move exceeds eight (8) hours (example: employees should not have worked for more than thirty two (32) hours during the week of this contract move if the University move is anticipated to take eight (8) hours or more to complete etc.).

3) Charges for overnight lodging of moving employees are not allowed under this contract.

The moving company awarded the move in response to each project definition will be held to the not to exceed proposal submitted. If the actual move is accomplished in less time and/or with fewer employees / trucks than provided for in the proposal the final charges to UNLV, for all items affected, MUST be adjusted downward to reflect the actual hours and or employees / trucks. However, if the actual move requires more time and or more employees / trucks than provided for in the proposal, the final charges MAY NOT be adjusted upward. That is, item hour, item rate and number of employee / truck charges CAN NOT exceed those provided in response to

the Project Definition. The only exceptions where additional charges would be allowed are: acts of God, building equipment malfunction that affects the ability of Contractor to perform the services or Police Department, Fire Company blocking access to or egress from a building where a move is taking place. All such charges MUST be fully documented as to occurrence, location, time and duration. Also it is ABSOLUTELY NECESSARY that every attempt be made to notify the UNLV representative of the problem during the actual occurrence. No charges will be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices will not exceed his/her bid in the initial proposal and resultant contract. The Contractor shall be prepared to meet whatever conditions develop.

PRICING EXAMPLE:

For the purposes of evaluation, the following example move may used solely for computing the cost as a fair and equitable formula to determine best price. The actual unit prices quoted by the proposer in Section E shall be binding for the term of the Agreement.

IV. EXAMPLE 1- Moving Services Scenario (to include dollies and gondolas (carts) for the move.

Mover to provide all labor, materials, equipment, and supervision necessary to relocate contents of six workstations. Mover will move all contents of the six workstations back to the original destinations once new workstations are installed. Mover will provide moveable carts for staff personnel belongings and 30 medium boxes. The start time to remove the contents is 2:00PM (local time). The start time to return contents to original destination 7:00 AM (local time) on the fictitious dates provided below

A. Move Costs: Remove contents from Purchasing Conference Room 4505 S. Maryland Parkway, CSB Bldg Room 223 and provide storage for two (2) weeks. Start time is 2:00 PM (local time)
(Note: Unit costs must match cost noted in Appendix B-Cost Proposal)

Component	Count	Rate	Extension	Hours	Total Cost
Supervisor	1	$	$	4	$
Bobtail	1	$	$	4	$
Helper/ Employee	3	$ (each)	$ (all 3)	4	$
Driver	1	$	$	4	$

B. Move Costs: Return contents to Purchasing Conference Room 4505 S. Maryland Parkway CSB Bldg Room 223. Start time is 7:00 AM (local time)

Component	Count	Rate	Extension	Hours	Total Cost
Supervisor	1	$	$	4	$
Bobtail	1	$	$	4	$
Helper/ Employee	3	$ (each)	$ (all 3)	4	$
Driver	1	$	$	4	$

C. Moving supplies Cost:

a. 30 Medium Boxes: $_____per boxTotal Cost: $_____

Please indicate if there is a price break for bundles and state how many are in a bundle for the following sizes:

Medium : Bundle of ____ $_____per bundle Total Cost: $_____

b. Moveable Carts: State if there is a charge for the use of the moveable carts:_____

D. Storage Cost:

Two Week's Storage $_____per week Total Cost: $_____

GRAND TOTAL OF ENTIRE JOB: $_____
(Based on the scenario provided above)

EXHIBIT A

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☒	☒				MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☒ OCCUR	☐	☐				EACH OCCURRENCE	$
	☐ **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☒ PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	PROFESSIONAL LIABILITY ☐ PROJECT SPECIFIC (IF APPLICABLE)							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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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SAMPLE

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

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

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

RECITALS

UNLV _____ [**INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES**].

On _____, 20___, UNLV issued its Request for Proposal No. _____ (the "RFP") seeking proposals from qualified Proposers to provide _____ services in connection with the _____.

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

On _____, 20___, UNLV selected Contractor's Best and Final Offer as the one best suiting its needs.

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

AGREEMENT

ARTICLE I
TERM

A. INITIAL TERM

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

B. RENEWAL TERM

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

C. CONTRACT EXTENSION

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

ARTICLE II
SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A, (the "**Services**" which shall include any applicable Deliverable(s)).

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

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

ARTICLE III
CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be **X,** but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Contractor's prices are provided in Exhibit B.

<u>Except as expressly provided for herein, all Contractor prices are inclusive of expenses.</u>

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

Except as otherwise explicitly set forth in the Contract, all payment for Services may be invoiced upon the delivery of any applicable products/Deliverable(s) or the satisfactory completion of all Services requested during the Term, as applicable.

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

ARTICLE IV
DEFAULT

A. DEFAULT BY CONTRACTOR

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

B. DEFAULT BY UNLV

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

ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

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

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

1) Commercial General Liability –

- Must be on a per occurrence basis.

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

2) Automobile Liability – For Services not exceeding $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 or a substitute providing equal or broader liability coverage.

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

4) Cargo Insurance: The minimum limit of insurance allowed shall be $1,000,000 annual aggregate, $500,000 per accident. UNLV/NSHE reserves the right to modify these requirements, including limits based on the nature of risk, prior experience, insurer coverage, or other special circumstances.

5) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."

6) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.

7) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed $5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

8) Policy Cancellation / Change in Policies and Conditions Notifications

Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and

- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

8) Ensure the Primary Policy complies as follows–

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

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

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, Contractor must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;

- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);

- Waiver of Subrogation Endorsement;

- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and

- Loss Payee Endorsement.

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

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

C. INDEMNIFICATION

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

NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

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

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, 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 Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor

in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

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

H. HEADINGS 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

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

J. MODIFICATION

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

K. NOTICES

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

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

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written

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

M. TAXES, LICENSES AND PERMITS

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

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

N. TERMINATION FOR CONVENIENCE

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

O. SEVERABILITY

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

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

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

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

2) If the purchase of goods or Services is **anticipated to exceed $1,000,000 at any time during the life of the Contract,** Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:

   a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;

   b) A description of the goods or services purchased; and

   c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

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

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

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

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

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

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

S. JOINDER

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

T. AUDIT

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

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

Contractor 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. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV 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 UNLV or on UNLV 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 UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor 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 UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Contractor share this commitment as

well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.

d) UNLV may request Contractor 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 UNLV.

a) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

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

TYPE IN THE NAME OF THE CONTRACTOR

APPROVED:

BY:

_____

(TYPE IN NAME OF APPROVER) Date

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

APPROVED:

BY: _____

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