



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

**REQUEST FOR PROPOSAL 642-RD
FOR ON-SITE TRAVEL AGENT AND SERVICES FOR ATHLETIC TEAM TRAVEL
AND RECRUITING**

RELEASE DATE: Wednesday, May 6th, 2015

LAST DAY FOR QUESTIONS: Wednesday, May 13th, 2015 5:00 PM Local Time

LAST DAY FOR ADDENDA : Friday, May 15th, 2015 5:00 PM PST Local Time

OPENING DATE, TIME and LOCATION: Wednesday May 27th, 2015 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 hard copy **and three (3)** electronic copies 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 the opening date and time above 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:

Rhonda Dale, Purchasing Analyst
Rhonda.Dale@unlv.edu
Phone: (702) 895-1578
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 qualified and accredited agencies for the right to provide on-site consolidated travel management services for the UNLV Athletics Department. As experts in the travel industry, responding agencies are encouraged to respond to these and other services that would be of benefit to UNLV Athletics.

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

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

3. **TERMINOLOGY**

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

UNLV RFP 642-RD

RESPONSE FORM

Proposer form submitted in Section E defining the Management Fee payments for Proposer (“**Proposer Payment**”).

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 contracts are subject to existing contracts (and any replacement contracts thereof).

UNLV

University of Nevada, Las Vegas

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

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

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

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

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

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

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

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

Weighted Evaluation Criteria	Possible Points
1. Experience, Reliability & Stability, and References	20
2. Account Management Service Requirements	20
3. Reporting/Accounting	20
4. Management Fee	40
Total Possible Points	100

1. Experience, Reliability & Stability, and References

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

- a) How long the Company has been in business, and how long the Company has been in the business of providing On-site Travel Management Services for NCAA Division I Athletic Programs.
- b) Provide a brief description of the Company (e.g. past history, present status, future plans).
 - i. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have "partnership" arrangements.
 - ii. Are there any anticipated mergers, acquisitions or divestitures of any portion of your business?
 - iii. Identify the number of employees in your Company.
 - iv. Within the past five (5) years has (i) a general assignment been made by Company or any Affiliate for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company or any Affiliate been placed voluntarily or involuntarily in any receivership; or (iv) has the Company or any Affiliate defaulted on any loan, or been otherwise unable to pay its debts.
 - v. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the

- Company or any Affiliate related to the proposed services/products to be provided, and if so, explain the nature and status.
- vi. Within the past five (5) years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination(s) including the date of termination and the other parties' name, address, and telephone number.
- c) The Proposer should provide a minimum of five (5) client references that are preferably higher education institutions similar in size and scope to UNLV for which the proposer is currently providing onsite travel management services for NCAA Division I athletic programs:
- List of universities for whom the Proposer company provides similar services with contact names, phone numbers, and e-mail address
 - Name and location of institution
 - Name and title of contact (a college or university official who oversees the onsite travel management services) at institution
 - Length of time the Proposer has been associated with the institution
 - The full-time enrollment of the college or university during the most recent year that the Proposer has contracted with them.

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. Account Management/Service Requirements

Proposer shall respond to Subsections B and C in Section D, Scope of Work. Provide a brief narrative for each item listed and any sub-categories for the following:

Account Management/Staffing Agency/Reservation/Service Requirements

3. Reporting/Accounting

Provide a brief narrative for Subsection D in Section D, Scope of Work (Reporting/Accounting). Please respond with your Company's reporting process answers to the questions/requests listed in numbers 1-7 of Subsection D.

4. Management Fee

UNLV is seeking an all in Management fee for an onsite travel agent and the services listed herein. Proposers are instructed to provide their fees on the PRICING/ROYALTY/MANAGEMENT Response Form. The Proposer should provide the total project prices for the services requested herein in a separate, sealed envelope to be considered responsive.

3. LATE PROPOSALS

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

4. **PUBLIC OPENING OF RFP's**

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

5. **WITHDRAWAL OF PROPOSAL**

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple Contractors.
- c) The initial term of the Contract will be two (2) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional one two (2) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and/or to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer must submit a specific list of the exceptions as part of its response to this RFP. A general exception to the Minimum Contract Terms may result in a determination that the RFP proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the RFP proposal. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's

response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.

- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- 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/ROYALTY RATE- INSERT AS APPLICABLE)**

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

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

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

14. **PROTESTS**

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

To be considered, all Protests must identify the following:

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

15. **SAMPLES**

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

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

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

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:
 - (1) Proposer's historical and anticipated commitment to Tier 2 *MWDBE* and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
 - (2) A listing of Tier 2 suppliers, including local and *MWDBE* suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable

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

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

The report shall contain the following information:

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

c) Definitions

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

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

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

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

(5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to

engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

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

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

17. **SUSTAINABILITY**

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

18. **TAXES, LICENSES AND PERMITS**

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

19. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion,

gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

A. OVERVIEW

The University of Nevada, Las Vegas is soliciting formal Proposals from qualified and accredited travel agencies to provide on-site consolidated travel management services. The services to be provided include, but are not limited to, arranging commercial and charter flights, lodging, rental cars, and ground transportation for college athletic teams and individual travelers as requested by the UNLV Athletics Department Staff. The agent will also be responsible for providing reports, suggesting cost saving measures and attending meetings as requested by the UNLV Athletics Department. The services only apply to the UNLV Athletics Department team travel. UNLV uses various travel services for student travel for the student and general University populations.

The anticipated travel agency will work with the University administration to encourage the use of the travel agency through established programs, such as: training seminars on campus, e-mail, newsletters, and travel handbooks. The Proposer will offer a superior level of service for all athletic staff and team travel. The Proposer must possess the willingness to implement new and innovative ideas to simplify the travel management processes such as online booking capabilities and have a proactive approach to business in an educational environment.

The term of this Contract shall be an initial two (2) year team with one (1), two (2) year renewal term. One agency will be selected to be the designated travel agency from this solicitation.

B. ACCOUNT MANAGEMENT/STAFFING

1. Agency shall have provided travel services to NCAA Division I University Athletic programs for a minimum of five (5) years with a minimum annual sales volume of \$5,000,000.
2. Personnel - Company shall secure, at its own expense, all personnel needed to perform the services as requested. Such personnel shall not be employees of, or have any individual contractual relationship with UNLV. Company shall be considered to be an independent contractor and such shall be wholly responsible for the work to be performed and for the supervision of its employees. Company's employees shall remain under the direct control of Company at all times and Company shall be solely responsible for their actions and/or the payment of their salaries, wages or other remuneration. While on University premises, all employees will comply with appropriate University policies and will conduct themselves in a manner that will not discredit the University.
3. Account Manager - Company will assign an account manager or higher level employee to manage and/or oversee the account for Athletics. The assigned account manager is to be at a managerial level, will be the point of contact to coordinate Athletics travel requirements and will handle any problems or inquiries that may arise as a result of this Contract. This person must have the authority to act on and make decisions to resolve any issues, including contractual issues, without need for extensive consultation within Company.
4. Experience: Travel Agent assigned to the UNLV account must have a minimum of five (5) years of athletic travel experience.
5. Regular Hours: The assigned onsite agent shall be available to work onsite during regular business hours of operation from 8:00 AM to 5:00 PM Pacific Time, Monday through Friday.
6. Backup/Overflow/After Hours Assistance: Agency must have a 24/7 supplementary service through a toll free number in the event that the on-site agent assigned to this account is not able to perform their duties due to illness, vacation time, after hours, etc.

C. AGENCY/RESERVATION/SERVICE REQUIREMENTS

1. **Lowest Fare:** Agency must comply with University policy and offer the lowest available rates within a two hour window on air, car, hotel, rail and other suppliers as requested. Describe your method of ensuring the lowest rates.
2. **Compliance:** Agency agrees to book only those fares and/or suppliers that are in compliance with University/Board of Regents, NCAA, and applicable Federal (i.e. Fly America Act) and Mountain West travel policy/regulations.
3. **Exceptions:** Agency agrees to document Passenger Name Records with exception documentation, reason codes and low fare comparison when the lowest fare is not booked.
4. **Unused Tickets:** Agency must have capability to track unused tickets and facilitate usage of tickets prior to expiration.
5. **VOIDS/CANCELLATIONS/EXCHANGES:** Agency must process voids, cancellations and exchanges.
6. **PAPERLESS TICKETING/ITINERARIES:** UNLV Athletics requires 100% paperless documentation for all electronic tickets. Electronic ticket itineraries and invoices must be available for post-trip research. These documents must also be accessible to additional recipients, such as the travel arranger, coach, administration or business office. All itineraries must include flight numbers, departure and arrival times, names associated with the ticket numbers for group travel and confirmation numbers for ground arrangements.
7. **NOTIFICATIONS OF CHANGING ITINERARIES:** Agency must send out notifications to travelers in the event of a schedule change and/or travel emergencies.
8. **PASSPORTS & VISAS:** Agency shall inform travelers of Visa and passport requirements for international travel. Failure to inform University travelers of Visa requirements will result in the cost of such oversight being borne by the contracted agency.
9. **AIRLINE CHARTERS:** The agency shall solicit airline charter quotations for UNLV Athletics upon request. Minimum requirements, including but not limited to insurance requirements, will be provided by the UNLV Purchasing Department. Agency will provide UNLV Athletics the actual quotations received. All contracts for air charters will be signed by the agency and payment will be handled through reimbursement to the agency upon invoice to UNLV.
10. **GROUND TRANSPORTATION:** Agency will be expected to use mandated State of Nevada contracted car rental agencies and use existing UNLV bus charter contracts if they provide the greatest cost savings to the traveler. Agency will also work within UNLV Athletic cost containment parameters.
11. **INDIVIDUAL HOTEL BOOKINGS:** Agency shall arrange individual hotel/motel accommodations as requested by taking advantage of State, Federal, Institutional, and special agency discounts, whichever is greater.
12. **TEAM HOTEL BOOKINGS:** Agency shall solicit quotes and book team hotel stays as requested by UNLV Athletics for away games and home games requiring visiting team's game guarantees. Agency shall use departmental credit accounts and track rewards points and free hotel stays as necessary.
13. **REBATE OR COMMISSION SHARING PROGRAMS:** Contractor must have the ability to offer rebates of a portion of all travel booked or provide commission sharing programs to UNLV for programs such as:

- Free ticket earnings
- Group discounts with preferred carriers
- Waiver of return fees
- Discounts for groups of less than 10
- Individual travel at negotiated group rates
- Waiver of Saturday night stay requirements

In no event shall Contractor or any employee or agent of UNLV receive any commissions, travel rewards points, or other such benefit without the express written permission of UNLV and in accordance with State law and Nevada Board of Regents policies and procedures.

14. Proposer must have the ability to front airfare costs that cross University fiscal years. These costs will be reimbursed to the selected Contractor upon presentation of invoice after July 1st.

15. Online Travel Service - Agency must make available to UNLV Athletics a user-friendly online self-booking tool/portal that provides easy access to university requirements and records booked air, hotel, and vehicle within standard travel agency reporting/records.

16. Upon termination or expiration of the Contract, there may be outstanding tickets or reservations. How would your Company handle any such transitions or wrapping up of the Contract?

D. REPORTING/ACCOUNTING

1. Describe your management reporting system. How is access to this system controlled? What file formats and delivery options are available? Are you able to offer reports broken down by client, then by departments, i.e., football, basketball, under each client? Will UNLV business officers be able to have online access to reporting?

2. What is the turn-around time on requests for reports and for customized report requests?

3. Does your system incorporate pre-trip, post-trip or both types of data? Explain.

4. Describe the cycle to refresh data in your reporting system. Is the data updated or in real-time?

5. In the event of a travel emergency, describe the reporting capabilities available to identify and assist travelers. Explain the process used to identify travelers, communicate with Athletics and to assist 24/7 as needed.

6. Provide a list of the reports that are considered standard reports. Does this include a Savings Summary report and what is the frequency?

7. Describe your credit card reconciliation services and provide a sample of the reports that accompany this service. All reports must have the minimum data included:

- Detailed accumulated/expensed air/hotel benefits
- Account number
- Travel number
- Method of payment
- Amount
- Credit Card number
- Issue date
- Departure date
- Passenger name
- Airline/Hotel/Ground Transport vendor name

- Invoice number
- Ticket number
- Exchanged ticket number
- Itinerary

E. FINANCIAL

1. Pricing method: UNLV Athletics is interested in an annual or monthly all-inclusive flat management fee for all services listed in this RFP. Any fees proposed shall be locked for the duration of the two (2) year Contract, and subject to adherence to pricing offered on pricing response form for years three (3) and four (4) if the applicable Renewal Term(s) is exercised. Services required under the management fee to include:

- All group and team airline ticketing both Domestic and International
- Individual airline ticketing both Domestic and International
- Train tickets both Domestic and International
- Coupon or trade tickets
- Document retrieval
- Toll free number - after hours reservations
- Toll free number - emergency airport
- Frequent flyer ticket
- Hotel reservations both Domestic and International
- Car rental reservations both Domestic and International
- Ticket refunds
- Ticket reissue/exchange both Domestic and International
- Visa processing
- Wholesale packages
- All requirements set forth in the Section D Scope of Services

2. The successful Proposer offering on-campus travel services will be required to enter into a (forty-eight) 48-month Lease Agreement with the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and will be responsible for making monthly lease payments to the University in the amount of \$290.00, for the approximate lease space of 145 SF x \$2.00 per month. Total lease rent for the initial 12 month Term of the Lease is \$3480.00, and the Annual lease rent escalation is 3%. If the 36 month Renewal Term is executed, Year 2 Annual Rent will be a total of \$3584.40 at \$298.70 monthly. Year 3 Annual Rent will be a total of \$3691.93 at \$307.66 monthly. Year 4 Annual Rent will be a total of \$3802.69 at \$316.89 monthly. The lease agreement attached hereto as Exhibit C is a sample only and is subject to NSHE approval.

3. Awarded Proposer recognizes that the Associate Vice President for Intercollegiate Athletics Business Services is the final reporting authority with regard to University policy, procedures, and practices.

4. Rent will be paid either by monthly electronic funds transfer or check payable to: Board of Regents, NSHE.

Checks will be mailed to:
Associate Vice President, TMC/ICA Business Services
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 450026
Las Vegas, NV 89154-0026

F. Team Travel Usage Fiscal Year 2014

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NCAA and NIT competition travel are required to use specific travel agencies. UNLV must use those agencies for travel related expenses. These travel related expenses **are** included in the figures provided below:

\$1,179,000.00 in airfare

\$400,000 in ground transportation

\$611,000 in lodging

TOTAL \$2,190,000.00

SECTION E**PRICING/ROYALTY/MANAGEMENT FEE RESPONSE FORM**

UNLV Athletics is interested in an annual all-inclusive flat management fee for all services listed in this RFP. Please describe the management fee that you are proposing to provide these services and list specifically what services will be included in this management fee. Any management fees proposed shall be locked for the duration of the two (2) year Contract. Please provide pricing for years three (3) and four (4) should the applicable Renewal Term(s) be exercised.

The successful Proposer offering on-campus travel services will be required to enter into a (forty-eight) 48-month Lease Agreement with the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas and will be responsible for making monthly lease payments to the University as listed in Section D, E.2.

Fiscal Year**Yearly Management Fee**

2016 - 2017
(July 1, 2015-June 30, 2017)

\$ _____

2018 - 2019
(July 1, 2017-June 30, 2019)

\$ _____

EXHIBIT A
SAMPLE CERTIFICATE OF INSURANCE



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 #) ("Contractor"), 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____, Contractor 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 **2** years, 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 an additional one (1) two (2) year term (“**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 following services (“**Services**” (including any applicable Deliverables)): **The Scope of Work will at minimum, include all items set forth in Section D of the RFP.**

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), (4) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal 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

1) [shall not exceed **X- INCLUDE COST OF EXPENSES**]

or

2) [is estimated to be **X**, [but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder]

or

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

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

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.

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.

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

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

Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alternation of electronic information, extortion and network security.

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

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

4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”

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

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

7) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:

- Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days’ prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract’s requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

- 8) Ensure the Primary Policy complies as follows–
 - Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure 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);
 - Policy Cancellation Endorsement;
 - Waiver of Subrogation Endorsement;
 - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
 - Loss Payee Endorsement.

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

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

C. INDEMNIFICATION

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

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

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

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

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

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

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.

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).

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

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.

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

APPROVED:

CONTRACTOR

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

RECOMMENDED:

BY:

Tina Kunzer-Murphy, Athletic Director

Date

APPROVED:

BY:

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

Date

EXHIBIT C
Facility Use Agreement
SAMPLE MINIMUM LEASE TERMS

This Facility Use Agreement ("**Agreement**") is made by and between_____, a _____Corporation ("**User**") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("**University**").

The parties entered into that certain Contract #_____, signed concurrently with this Agreement, pursuant to the RFP 644-RD for On-Site Travel Agent and Services for Athletic Team Travel and Recruiting, dated _____.

For good and valuable consideration, the parties hereby agree as follows:

1.0 Premises:

1.1 The term “**Premises**,” whenever used herein, means that certain office space located within the UNLV Lied Athletic Complex on the University of Nevada, Las Vegas Campus, consisting of approximately one hundred forty five (145) square feet as described in **Exhibit “A,”** which is attached hereto and incorporated herein by this reference.

1.2 The term “**Building**,” whenever used herein, means the Lied Athletic Complex.

2.0 Term:

The term of this Agreement shall be for a period of twenty four (24) calendar months, beginning _____ 2015 (“**Commencement Date**”) and ending _____ 2017, and shall be co-terminus with the Contract No. ____ Term. This Agreement is at all times contingent upon the mutual execution of and continued existence of the Contract No. _____, and in the event that the Contract No. ____ is terminated for any reason, either party may terminate this Agreement with at least _____ days’ prior written notice with no penalty or obligations, except those incurred up to the date that the Premises are vacated. In the event that UNLV exercises the up to ninety (90) days extension as set forth in Contract No. ____, this Agreement may also be extended for the same period upon written notification to User.

3.0 Consideration:

3.1 University reserves and User agrees to pay two hundred ninety dollars (\$290.00) per month for use of the Premises for a total of three thousand four hundred eighty dollars (\$3,480.00), payable in advance of Commencement Date (the “**Consideration**”).

3.2 Payment Submission.

Consideration shall be made payable to: “Board of Regents, NSHE” and delivered to:

Associated Vice President for TMC/ICA Business Manager
University of Nevada, Las Vegas
4505 South Maryland Parkway, Box 454003
Las Vegas, NV 89154-0026

4.0 Use of the Premises:

4.1 University hereby grants to User a license to use and occupy the premises during general office hours for the purpose of office space. Use for any other purpose is prohibited without first obtaining the written consent of University. User will conform to and comply with all applicable local, state and federal laws in using the Premises, and will not use the Premises in any manner in contravention of any applicable laws, nor in such a manner that will increase the existing rate for property insurance for the Premises.

4.2 User will comply with Rules and Regulation for Building that are set forth in **Exhibit “B,”** attached hereto as incorporated herein by this reference.

5.0 Condition of Premises and Repairs:

User has examined the Premises, knows the condition thereof, and acknowledges that User has received the Premises in good order and condition, and that no representation or warranty as to the condition or repair of the Premises has been made by University. At the expiration of the term of this Agreement, or any renewal or extension

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thereof, User will yield up peaceably the Premises to University in as good order and condition as when the same were entered upon by User, reasonable use and wear excepted.

6.0 Alterations, Additions and Improvements:

User shall not make, or permit to be made, any alterations, additions, or improvements whatsoever in or about the Premises without University's prior written consent.

7.0 Service to the Premises:

7.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

<u>University</u>	<u>User</u>	
(X)	()	Water
(X)	()	Sewer
(X)	()	Refuse Removal
(X)	()	Lighting Fixtures
(X)	()	Gas
(X)	()	Electricity
(X)	()	Heating and Cooling Systems
(X)	()	Janitorial Service and Supplies Inside and Outside the Premises
(X)	()	Maintenance and Upkeep
(X)	()	Lighting Fixtures
(X)	()	Carpeting
(X)	()	Building Keys
()	(X)	Telephone Hardware, Installation, Service, Billing and Long Distance Charges
()	(X)	Data Installation Services
()	(X)	Data Network Access
()	(X)	Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business
()	(X)	Parking – User and/or employees are

responsible for obtaining UNLV
parking permits.

- | | | |
|-----|-------|----------------------|
| () | (X) | Mail Service |
| () | (X) | Shipping & Receiving |

7.2 User shall furnish and pay for any services or supplies not itemized above.

8.0 University's Right of Entry:

University shall have the right, at any reasonable time, to enter upon and inspect the Premises.

9.0 Access:

User shall have access to Building only during business hours.

10.0 User's Insurance and Indemnification Provisions:

10.1 User agrees to indemnify and hold harmless University, its officers, employees and agents from and against any loss, damage, liability, claim, cost or expense to the person or property of another, lawsuits, judgments and/or expenses (but not including attorneys' fees), arising directly or indirectly from any act or omission of User, its officers, employees, subcontractors, or agents which may occur during or which may arise out of the performance of this Agreement.

10.2 User shall, at User's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by the User, the required insurance shall be in effect at commencement of this Agreement and shall continue in force as appropriate until this Agreement expires and User vacates the Premises.

Workers' Compensation and Employer's Liability Insurance

User shall carry and provide proof of workers' compensation insurance if such insurance is required of User 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.

Commercial General Liability Insurance

- a. Minimum limits required:
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products & Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
- b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.

10.3 Deductibles and Self-Insured Retentions: Insurance maintained by User shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by University. Such approval shall not relieve User from the obligation to pay any deductible or self-insured retention. Any deductible or

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self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the UNLV Risk Management and Safety Department.

10.4 Approved Insurer: Each insurance policy shall be:

- a. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
- b. Currently rated by A.M. Best as "A- IX" or better.

10.5 Evidence of Insurance: Prior to the start of this Agreement, User must provide the following documents to University:

- a. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the User to evidence the insurance policies and coverages required of University.
- b. Policy Cancellation Endorsement: The Risk Management Department at the Nevada System of Higher Education's Business and Center South (RMBCS) shall be given Thirty (30) days written notice of policy cancellation or change in insurance coverage except Ten (10) days for nonpayment of premium.

10.6 Waiver of Subrogation: The User must waive subrogation against University on workers' compensation, liability and property policies.

10.7 Access: User agrees to provide University and its insurer access and authority to investigate on site and to obtain such information from User as may be required to defend University and its officers or employees from claims or litigation arising from activities under this Agreement.

11.0 University's Insurance and Indemnification Provisions:

11.1 In accordance with the provisions of Nev. Rev. Stat. ("NRS") Chapter 41, University agrees to indemnify and hold harmless User, its officers, employees and agents from and against any loss, damage, liability, claim, cost or expense to the person or property of another, lawsuits, judgments and/or expenses (but not including attorneys' fees), arising directly or indirectly from any act or omission of University, its officers, employees or agents which may occur during or which may arise out of the performance of this Agreement.

11.2 During the term of this Agreement and any extension thereof, University shall maintain self-insurance in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover University's liability under NRS Chapter 41.

12.0 Code and Regulations:

User agrees to abide by all federal, state and local codes and regulations, including but not limited to the Occupational Health and Safety Act (OSHA).

13.0 Intellectual Property and Affiliation:

13.1 User shall not use any name, mark, logo, design or other symbol of University in the performance of its services, or in any correspondence, marketing or promotional/advertising materials issued by User, without the prior written approval of University.

13.2 The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any other similar relationship between any of the Parties and User shall not state or imply an affiliation, sponsorship or endorsement of University in any manner.

14.0 Assignment:

This Agreement shall not be assigned in whole or in part to any party without the written consent of University.

15.0 Termination:

Either party may terminate this Agreement with thirty (30) days written notice to the other party.

16.0 Entire Agreement:

This Agreement with all attachments and exhibits constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment must be in writing and signed by duly authorized representatives of both parties.

17.0 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 Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and User expressly consents to the jurisdiction of said court.

18.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

TO THE USER:

TO UNIVERSITY:

Associate Vice President for TMC/ICA Business Services
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 0026
Las Vegas, NV 89154-0026

WITH COPY TO:

Real Estate Office
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 1027
Las Vegas, NV 89154-1027

or to such other addressee as either party may designate from time to time.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ____ day
of _____ 20 ____

UNIVERSITY:

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

RECOMMENDED APPROVAL:

Tina Kunzer-Murphy
Interim Director of Intercollegiate Athletics

Date: _____

APPROVED BY:

Gerry J. Bomotti
Senior Vice President for Finance and Business

Date: _____

APPROVED AS TO LEGAL FORM:

BY:

Elda Luna Sidhu, General Counsel

Date _____

USER:

APPROVED BY:

Date: _____

Name Title

Exhibit A
Description of Office Space

Building Name and Location: Lied Athletic Complex
Maryland Campus

Address: 4505 Maryland Parkway
Las Vegas, NV 89154

Room Number: 204

Physical Description: One (1) office cubicle of approximately 145 square feet and use of common areas within the Lied Athletic Complex.

Exhibit B

**RULES AND REGULATIONS
FOR OFFICE SPACE USE**

It is agreed that the following rules and regulations shall be and are hereby made a part of this Agreement, and that User agrees that its employees and agents or any other persons permitted by User to occupy or enter the Premises will at all times abide by these rules and regulations shall operate the same as any other default under this Agreement.

1. The sidewalks, entries, passages, and stairways shall not be obstructed by User or its agents, or used by them for any purpose other than ingress and egress to and from their office and .
2. A. Furniture, equipment, or supplies shall be moved in or out of the Building only during such hours and in such manner as may be prescribed by University.

B. No safe or article, the weight of which may constitute a hazard or danger to the Building or its equipment, shall be moved into the Premises. Safes and other equipment, the weight of which is not excessive, shall be moved into, from or about the Building during such hours and in such manner as shall be prescribed by University, and University shall have the right to designate the location of such articles in the space hereby demised.
3. The name of User and/or signs of User shall not be placed upon any part of the Premises except as provided by University.
4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of User, its agents or employees, shall be paid for User. No person shall waste water by tying back or wedging the faucets or in any other manner.
5. No animals shall be allowed in the office, halls, or corridors of the building.
6. Bicycles or other vehicles shall not be permitted in the offices, halls, or corridors of the Building, nor shall any obstruction of sidewalks of entrances of the Building by such be permitted.
7. No person shall disturb the occupants of the Building or adjoining buildings or premises by the use of any television, radio, or musical instrument or equipment, or by the making of loud or improper noises.
8. No additional lock or locks shall be placed by User on any door in the Building unless written consent of University shall first be obtained.
9. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building.
10. User shall exercise due care and within reasonable limits shall not mark upon, paint, or affix upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceiling partitions, or floors of the Premises or of the Building, and any defacement, damage, or injury caused by User, its agents or employees, shall be paid for by User.
11. University reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary and desirable for the safety, care, and cleanliness of the Premises and for the preservation of good order therein. Such rules and regulations shall be effective upon receipt of changes and/or additions.

12. The maintenance and repair of all equipment used by User will be the responsibility of User.
13. User will be subject to all UNLV/Building rules and regulations concerning safety, hazardous substances/radioactive material/ waste management and physical security of all items used in research, and will bear financial responsibility associated with use of same. Disposal of hazardous wastes generated by User will be the responsibility of User.