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

REQUEST FOR INFORMAL PROPOSAL
FOR EMPLOYMENT COMPLIANCE/EMPLOYEE RELATIONS CONSULTANTS

RELEASE DATE: August 3, 2015

NON MANDATORY PRE-PROPOSAL MEETING
August 18, 2015 at 10:00 a.m.
University of Nevada, Las Vegas
Campus Services Building
Purchasing Conference Room
4505 Maryland Parkway
Las Vegas, NV  89154-1033

PROPOSAL DUE DATE: September 1, 2015

A “Non Mandatory Pre-Proposal” Conference (Conference Call is allowed) will be held on the date and at the
time and location above. If you wish to participate in the Pre-Proposal Conference by phone please provide
your phone number to be conferenced in by August 17, 2015. Only one phone number per firm.

Submission Instructions:

Proposals shall address in detail the ability of your company to meet the expectations set forth in the Scope of
Work/Specifications section of this document. Proposals shall also include a pricing cost break down of the scope of work.

Proposals shall be sent electronically to brandy.candelaria@unlv.edu and contain written information on all aspects listed in scope of work/specifications section. All Proposals must be received on or before the last day for submission to be considered.

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

Brandy Candelaria, Contracts Administrator
Brandy.candelaria@unlv.edu
Phone 702-895-0969
Fax: (702) 895-3859

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

UNLV invites interested parties to submit a Proposal for assisting the University of Nevada, Las Vegas to identify effective and efficient ways to evaluate its overall work environment in accordance with all applicable federal, state and local laws and executive orders regarding employment. Recommend any needed improvements and propose a schedule for a phased and/or benchmarking approach to their options, so that UNLV can best assess the work in phases as it progresses.

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. **SCOPE OF WORK/SPECIFICATIONS**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. UNLV consistently works to ensure that it and its employees don’t discriminate on the basis 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 the UNLV campus community complies with all applicable federal, state and local laws and executive orders regarding employment.

To further that commitment, UNLV is looking for a Proposer that can help it best identify effective and efficient ways to evaluate its overall work environment, and recommend any needed improvements to ensure that employees (including, faculty and non-faculty employees) 1) feel that UNLV provides a non-discriminatory environment; 2) believe that promotions, appointments, hiring, performance evaluations, and disciplinary actions are administered and/or provided equitably; 3) are comfortable voicing concerns to supervisors without fear of retaliation; and 4) feel that the UNLV culture provides a sensitive, diverse, and inclusive place to work for all its employees.

Accordingly, without limiting the depth and breadth of responses and options in responding to this RFP, UNLV would like responders to submit their Proposals for 1) accomplishing the above scope of work; 2) determining whether UNLV’s goals for maintaining a sensitive, diverse, non-discriminatory, and inclusive work culture are being met; 2) obtaining candid opinions about the UNLV culture and any needed improvements from its academic faculty, administrative faculty, and classified staff, in a way that protects the commenters from being identified; 3) ascertaining the frequency and significance of any campus occurrences in conflict with UNLV goals and commitments; and 4) detailing what reports, presentations, implementation methods, and follow-up the responder could provide to evaluate the campus work environment, and detail the implementation plan for any needed or recommended improvements.

Proposers are encouraged to suggest specific options that they would recommend for addressing the above scope of work and should provide multiple viable options, each with a specific pricing package. UNLV is interested in Proposals that would utilize methodologies beyond simply using climate surveys since climate surveys may lack the anonymity and candidness desired.

Proposers should also recommend a schedule for a phased and/or benchmarking approach to their options, so that UNLV can best assess the work in phases as it progresses.
4. **EVALUATION CRITERIA**

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

<table>
<thead>
<tr>
<th>Weighted Evaluation Criteria</th>
<th>Possible Points</th>
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<tbody>
<tr>
<td>Company Background, Experience and References</td>
<td>10</td>
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<tr>
<td>Project Experience and Project Team</td>
<td>25</td>
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<tr>
<td>Project Approach</td>
<td>25</td>
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<tr>
<td>Pricing</td>
<td>40</td>
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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 Informal RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information.

- The length of time the company has been in business, and how long the company has been in the business of providing employee relations services contracts to public and/or higher education institutions. Describe your company’s experience in establishing and maintaining similar agreements.

- A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in the proposing firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the Proposer.

- Provide a customer reference list of no fewer than three (3) organizations of size and scope similar to UNLV with whom Proposer’s currently has contacts and or has previously provided similar goods and/or services within the past five (5) years. Reference list is to include company name, contact person, telephone number and e-mail address, length of business relationship and the yearly dollar volume of these references.

  Furnishing incorrect or incomplete reference information may lead to the 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. UNLV reserves the right to check other sources with whom Proposer is currently or has done business with, but which are not specifically listed in the proposal response.

- Create specific strategies, tactics and action items to move forward efficiently and effectively through each task of the scope of work consistent with a schedule per phase.

- Describe the approach that will be used to implement each of the tasks and phases.

  The description should include the following:

  1. General approach for completing the goals of each task in each phase.
  2. Proposed deliverables per task.
  3. Provide a proposed schedule for each task based on your experience with similar projects and your understanding of UNLV’s needs. Indicate how you would organize the engagement to ensure that the proposed schedule is met. Include what will be expected of the UNLV staff to complete each task.
  4. Plans to ensure good communication throughout the process
5. Any other items Proposer deems appropriate

At least one (1) Proposal from each responder to this Informal RFP must present a scope of work and associated activities for a total cost not to exceed $30,000.00. The term of the contract shall not exceed one year.

In the event that a responder is selected, the Proposer must sign a contract for the above services with the University. UNLV has a standard Fast Track Contract and Proposal Cover Page that the University can process quickly. See pages 4-10. Please indicate your willingness to agree to the Fast Track terms (please note that modifications to insurance terms may be made at UNLV’s sole discretion). If the Fast Track Terms are acceptable, Proposers are encouraged to fill out and sign the Proposal Cover Page and attach their Proposal. If the Fast Track Contract terms are not acceptable, please indicate any contract exceptions. 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, and if selected, UNLV’s long form contract will be used and negotiated with UNLV’s legal department.
Unless the parties have executed a more formal agreement, any supplier, vendor, consultant or other contractor ("Contractor") desiring to do business with the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV"), must agree to all the below terms and conditions. Contractor shall not provide any services and/or goods and UNLV shall owe no monies, unless and until a Purchase Order confirmation is sent to Contractor by UNLV in response to an accepted quote or proposal ("Proposal"), as applicable. In the event of a conflict between the terms and conditions set forth in this Contract and the terms and conditions set forth in the Proposal, the terms and conditions set forth in this Contract shall prevail. Any terms set forth in the Proposal, or ancillary documents provided by Contractor that are in conflict with the terms herein shall be null and void. No Proposal or any exhibits thereof provided by Contractor shall include any references to online or "click thru" terms, additional legal terms and conditions or contracts except for this UNLV Contract and the Purchase Order, and to the extent that any of the foregoing are included, such terms and conditions and/or contract(s) shall be null and void. This Contract, together with the applicable UNLV Purchase Order(s) and Proposal 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 expressly set forth in this Contract or the Proposal. None of the terms or conditions herein may be added to, altered, or otherwise superseded in writing, unless signed by an authorized UNLV signatory.

1. TERM: The term shall be set forth in the Contractor Proposal, but shall not exceed one (1) year ("Term").

2. ADDITIONAL SERVICES/GOODS: UNLV may, at its sole option, request additional goods or services. In the event that UNLV elects to request additional services or goods from Contractor, additional scope, schedule, and compensation will be negotiated with Contractor. No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the Purchase Order by UNLV.

3. PRICES AND EXPENSES: Unless expressly provided for in the Purchase Order or Proposal, all Contractor prices are inclusive of all expenses. All prices are in U.S. dollars. All prices set forth on the Proposal are fixed, and may not be increased for the Term. If the Proposal includes only a price list of services and/or goods, UNLV shall not be required to purchase any minimum quantity of goods or services pursuant to the Proposal, but only as and if requested in an applicable Purchase Order.

4. DELIVERY: If this Contract includes the delivery of goods, delivery must be made within the time stated and only to the destination stated on the Proposal. If Contractor fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified in the Proposal, or as revised in the applicable Purchase Order. All shipments of goods must be F.O.B. destination unless otherwise set forth in the applicable Purchase Order.

5. INVOICE(S): Provided Contractor is not in breach and the invoice is correct, 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. The Purchase Order number must be referenced on the invoices. Invoices should be submitted immediately after delivery, or performance, as applicable.

6. COMPLIANCE: Contractor warrants and agrees that it will at all times during the Term, 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.

7. TAXES, LICENSES AND PERMITS: 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 and has 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.
8. BUSINESS LICENSE REQUIREMENT: Contractor certifies that it has and shall maintain during the Term, a current Nevada business license or that it is exempt from such requirement.

9. GOVERNING LAW: 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.

10. DEFAULT: Either party may terminate this Contract if the other party fails to cure any material breach within seven (7) calendar days from receipt of written notice. 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, or send UNLV a final invoice, as applicable. 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.

11. TERMINATION FOR CONVENIENCE: UNLV shall have the right at any time to terminate this Contract, in whole or in part, for any reason including insufficient appropriations, by providing Contractor with ten (10) calendar days' written notice. Upon termination, Contractor shall submit a final invoice.

12. 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 contractors, subcontractors, consultants, subconsultants, service providers, and vendors engaged by Contractor to perform any of the services (collectively, “Subcontractor(s)”) hired by Contractor, regardless of whether UNLV consented to the use of any such Subcontractors.

13. 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.

In the event that Contractor has 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, and other sensitive information) of UNLV, alumni, employees, and students (collectively, “UNLV User Data”) during the Term, Contractor 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 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”). If applicable, 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. After providing any UNLV User Data or other customer data requested by UNLV in an acceptable format, Contractor agrees to immediately destroy all confidential information and any UNLV User Data received hereunder upon termination of this Contract except as prohibited by law. 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.

14. DEBARMENT/SUSPENSION STATUS: 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.

15. EQUAL EMPLOYMENT OPPORTUNITY: 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.
16. OWNERSHIP OF MATERIALS: By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Except as otherwise explicitly provided in the Proposal, Contractor shall provide good title to any applicable reports, data, applications, website development, and/or work product of any kind (collectively, "Deliverable(s)"), and Contractor shall execute any additional documents necessary to secure or renew UNLV’s rights in and to any applicable Deliverable. Contractor warrants that it is either the owner of all methodologies used and/or Deliverables transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the services and/or transfer/license the Deliverables (as applicable). 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 use 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.

17. 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.

18. WARRANTY: Contractor expressly warrants that all items, goods or services purchased hereunder will conform to the drawings, specifications or samples (if any) or other descriptions set forth in the Proposal; meet or exceed the commercially acceptable standard for similar goods or services; and will be fit and sufficient for the purpose intended as an implied warranty of merchantability. Contractor further warrants that in the performance of Services Contractor shall utilize Contractor’s professional efforts, skill, judgment and abilities in accordance with the common law standard of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in a manner consistent with locally accepted standards for professional skill and care.

19. PRICE WARRANTY: Contractor warrants that the price(s) for the items, goods or services sold hereunder are not less favorable than those extended or advertised to the general public (whether government or commercial) for the same or similar items or services in similar quantities. In the event Contractor reduces its standard price(s) for such items or services during the Term, Contractor agrees to reduce the price(s) hereof accordingly.

20. HAZARDOUS MATERIALS (AS APPLICABLE): Contractor(s) furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Contractor must furnish the necessary Material Safety Data Sheets ("MSDS") for each chemical, substance or product listed on the applicable Purchase Order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

21. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES (AS APPLICABLE): Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the provision of services pursuant to this Contract or the Proposal. Contractor shall ensure that 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
22. SUSTAINABILITY OF GOODS PROVIDED (AS APPLICABLE): Sustainable goods and services should be offered whenever available or specifically when required in the Proposal. 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).

23. NO MALWARE WARRANTY (AS APPLICABLE): Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

24. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING: Contractor acknowledges 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 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 or the Proposal, without the prior written approval of UNLV.

25. 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 this Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

26. 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.

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

28. 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.

29. NON-EXCLUSIVE: This Contract is of a non-exclusive nature and both parties shall be free to enter into similar agreements with other parties.

30. NOTICES: Written notices required under this Contract shall be sent certified mail, return receipt requested, to: Director of Purchasing and Contracts University of Nevada, Las Vegas 4505 Maryland Parkway Las Vegas NV 89154-1033

31. 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.

32. 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 any connection with this Contract.
33. INSURANCE: Unless specifically waived by UNLV in the Purchase Order, Contractor (which for the purposes of this Section shall include all Subcontractors) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, services, provision of goods or event, the following insurance coverage conforming to the minimum requirements specified by UNLV Risk Management and Safety as set forth on http://rms.unlv.edu/insuranceand-claims/insurance/contracts/
This Proposal Cover Page and the attached Proposal (collectively, the “Proposal”) is for [Insert Company legal name], a [Insert state of incorporation and type of company (e.g., corporation, limited liability company, etc.)] (“Contractor”), to provide services and/or goods to the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas, [Insert College and Department Name if known] (“UNLV”). This Proposal shall only be effective upon acceptance by UNLV, which shall be evidenced by Contractor’s receipt of UNLV’s Purchase Order (the “Acceptance”); Upon Contractor’s receipt of the Acceptance, the Proposal shall be subject to and governed by the terms and conditions of the UNLV Fast Track Contract set forth above if this Proposal is signed below by Contractor (the “Contract”); Contractor shall not provide any services and/or goods and UNLV shall owe no monies hereunder, unless and until Acceptance by UNLV. Contractor understands that this Proposal is provided for UNLV’s review only, and there is no guarantee or requirement that UNLV will accept it or respond back in any manner. Simply submitting a Proposal to UNLV in no way obligates UNLV to accept any services and/or goods from Contractor, entitles Contractor to payment, nor binds UNLV to any obligation of any kind.

The effective date of the Contract shall be the date set forth in the Proposal, unless otherwise modified by the applicable Purchase Order. If the Proposal provides a price list of services and/or goods with no minimum purchase requirements, the quantity of the goods and/or services to be purchased by UNLV shall be set forth in the applicable Purchase Order. In the event of a conflict between the terms and conditions set forth in the Contract and the terms and conditions set forth in this Proposal, the terms and conditions set forth in the Contract shall prevail. In the event of a conflict in pricing between the pricing set forth in the Proposal and the pricing set forth in the applicable Purchase Order, the pricing set forth in the applicable Purchase Order shall prevail, unless the Contractor disputes the pricing within seven (7) calendar days of receipt of the applicable Purchase Order pursuant to the notice section of the Contract; and prior to commencing services and/or delivering goods pursuant to the applicable Purchase Order, or accepting any UNLV payments for the applicable Purchase Order.

By signing below, Contractor agrees to be bound by the terms and conditions of the Contract should its Proposal be accepted, and to provide the services and/or goods in the manner set forth in this Proposal. By signing below, Contractor also warrants and represents that Contractor and any architects, consultants, design professionals engaged by Contractor (as applicable) are persons or entities duly licensed to practice in the jurisdiction where the project is located and are listed as follows: Check if inapplicable _______

If applicable, list the Contractor or employee name(s) providing the services, their address, professional license number (architect, engineer, registered interior designer, etc.) and relation to Contractor below:

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<thead>
<tr>
<th>Name and Address</th>
<th>License Number</th>
<th>Relation to Contractor</th>
<th>Other Information</th>
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The attached Proposal must include the following information:

1) The date that the Proposal expires and is no longer valid for acceptance by UNLV (must be at least thirty (30) days from the date submitted). If no date is provided in the Proposal, the Proposal shall expire ninety (90) days from the date the Proposal is signed by the Contractor below;

2) The term (may not exceed one year and may not automatically renew);

3) The type and quantity of services and/or goods to be provided; and

4) The price of the goods and/or services (indicate if fixed price, price per unit or requested service). The Proposal or Purchase Order (as applicable) shall indicate the price, but in no event shall the total price, inclusive of all expenses, exceed $30,000.

Agreed to by the below authorized signatory:

Company: ___________________________________________ EIN: ____________________________

BY: _______________________________________________

Name _ ________________________________

Title Date Company Address: ___________________________ Email: ____________________________

Phone: ____________________________
**PROPOSAL**

Fill in the below requested information and attach a written scope, as needed. If a field is inapplicable, write “NA” in the blank field provided.

Term: Effective Date - Issuance of Purchase Order or write in date: _______

through 90 days from issuance of Purchase Order or write in date: _______

List any project or Deliverable deadline(s) to be met within the term, as applicable:

The price of the goods and/or services requested (indicate if fixed price, price per unit or requested service) or write “See Attached” for attached pricing:

The price for any additional goods/and or services that may be requested or write “See attached” for attached pricing:

Travel Expenses invoiced to UNLV: ____ yes ____ no (check “no” if a fixed amount for travel is already included in the fixed price) If you checked “yes,” Travel Expenses shall not exceed $______________ for the Term or ______ (check if applicable) must be pre-approved in writing by UNLV (email acceptable). Any Travel Expenses must be substantiated by receipts, sent in within 30 days of being incurred and conform with the following:

Airfare: The most economical rate available

Rental Cars: The most economical rate available for a mid-sized sedan

Meals and Lodging: For information on applicable lodging and meal rates, go to the following website:

[http://accountspayable.unlv.edu/Trvlman/ap_m.dwt](http://accountspayable.unlv.edu/Trvlman/ap_m.dwt)

Other Expenses invoiced to UNLV: ____ yes ____ no (check, as applicable) If you checked “yes,” Other Expenses that may be charged shall not exceed $______________ for the Term or ______ (check if applicable) must be pre-approved in writing by UNLV (email acceptable). Any Other Expenses must be substantiated by receipts and sent in within 30 days of being incurred. If applicable, Other Expenses include:

(note that Other Expenses cannot include the cost of doing business, general overhead, salaries, regular mail, etc.)

Services and/or goods or Deliverables (as applicable) include as follows or write “See Attached”: