

## EXHIBIT B – PRICING

## Storbeck Pimentel &amp; Associates, Inc.

Percentage of selected candidate's first-year salary to be paid to Consultant for the candidate position that Contractor is hired to fill: 30% (including only the actual paid salary as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) ("**Contractor's Fee**"). There is a minimum Contractor's Fee of fifty five thousand dollars (\$55,000) ("**Minimum Fee**") per search that Consultant is hired to conduct, regardless of the actual Contractor's Fee. One-third of the anticipated Contractor's Fee may be invoiced by Contractor after the start of the engagement for a specific search. The second installment of the anticipated Contractor's Fee may be invoiced by Contractor 30 days after the start of the engagement for a specific search and the third installment of the anticipated Contractor's Fee may be invoiced by Contractor 60 days after the start of the engagement for a specific search. Contractor will reconcile (upwards or downwards, applicable) any differences between the anticipated Contractor Fee paid and the actual Contractor's Fee due, and send UNLV an additional invoice for the difference after the candidate's start date, only if the actual Contractor's Fee due exceeds the anticipated Contractor's Fee already paid, or a refund if the actual Contractor's Fee is less than the anticipated Contractor's Fee. The parties may elect by mutual written (email acceptable) agreement to apply any refund owned to UNLV towards any Direct Expenses or Travel Expenses (as defined below) that may be owed to Contractor. This Contract is nonexclusive and UNLV may use similar services from similar vendors or source candidates itself, at its sole discretion. However, if UNLV requests in writing to utilize Contractor for a particular search, then UNLV may not simultaneously use any other search firms for that particular search, but may elect to also simultaneously source candidates itself. Prior to the commencement of a search and on a case-by-case basis the parties may by mutual agreement, agree to a flat fee that is less than 30% of the selected candidate's first-year salary (including only the actual paid salary as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) ("**Flat Fee**"). In the event that a Flat Fee is agreed to, the Flat Fee shall be invoiced instead of and in the same three installment time frames as the anticipated Contractor's Fee set forth above. Prior to the commencement of a search and on a case-by-case basis the parties may by mutual agreement, agree to limit the maximum amount of the overall Contractor's Fee (to be specified as a "not to exceed" amount) ("**Capped Fee**").

All Direct Expenses and Travel Expenses must be pre-approved in writing (email acceptable) by UNLV, substantiated by receipts and invoiced without mark-up to UNLV within thirty (30) days of being incurred. At the UNLV's discretion, pre-approval will be provided for an exact price or a range on a trip per trip or project by project basis, or simply for a specific trip or a collection of trips (i.e. all trips or collections of interview rounds involving travel must be either pre-approved individually for singular travel, or as a collection if part of an interview round or a series of visits by Contractor to UNLV).

"**Direct Expenses**" include costs related to advertising; videoconferencing; in-depth criminal background checks, and any other expenses requested by UNLV in writing except for Travel Expenses and Indirect Expenses. All Direct Expenses must be actual expenses incurred specifically for the applicable search, and in no event shall include Contractor's general costs of doing business or a percentage of any salaries.

"**Indirect Expenses**" is billed at 12% of the anticipated Contractor's Fee that UNLV estimates for

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the applicable search or 12% of the Flat Fee (if the Flat Fee structure is used or 12% of the Capped Fee, if the Capped Fee structure is used). This Indirect Expenses amount includes costs related to research, postage, internal telephone, fax, photocopying, the basic report production, and initial background checks through public searches, social media, etc. The Indirect Expenses may be invoiced monthly, beginning at the commencement of the applicable search. If a Contractor's Fee structure is used, Contractor will reconcile (upwards or downwards, as applicable) the Indirect Expenses if the anticipated Contractor's Fee paid and the actual Contractor's Fee due differ (since the Indirect Expenses is a percentage of the Contractor's Fee), and send UNLV an additional invoice for the difference for the Indirect Expenses after the candidate's start date, only if the actual Contractor's Fee due exceeds the anticipated Contractor's Fee already paid, or a refund if the actual Contractor's Fee is less than the anticipated Contractor's Fee.

**"Travel Expenses":**

UNLV has established the following travel reimbursement rates for faculty and staff:

Rental Cars: The traveler shall use the UNLV contracted rental car agency;

Airfare: The most economical rate available;

Meals & 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).

Consultant shall utilize these reimbursement rates for all Consultant and candidate travel. All travel and trips must be pre-approved in writing by UNLV (email acceptable) with a range or a do not exceed price. In the event that any travel is not in accordance with UNLV's travel policy or exceeds the approved scope, Consultant shall be responsible for the amount of Travel Expenses above the permitted amount.

Amount or percentage of refund of Contractor's Fee(s) should candidate leave UNLV or be otherwise removed from their position within the first year of the selected candidate's employment:

No refund; Guarantee replacement search to be initiated. No additional Contractor's Fee will be invoiced; Direct Expenses, Travel Expenses, and Indirect Expenses at 12% of the applicable Contractor's Fee (or Flat Fee, if a Flat Fee structure is used, or the Capped Fee, if the Capped Fee structure is used) already paid only. Exceptions to this guarantee include a candidate's termination or departure or their termination that directly results from their death, their disability, relocation of the position to a different city or a significant change in the responsibilities of the position.

Should the Search Committee determine that the Consultant is not meeting the standards of performance set forth in this RFP, UNLV reserves the right to terminate the Contract. Indicate what fees and expenses the Proposer would require reimbursement for, should the contract be terminated by UNLV.

UNLV has the right to cancel any assignment at any time. If UNLV cancels the search, UNLV will only be obligated to pay the accrued Direct Expenses, Indirect Expenses, Contractor's Fee installments, and Travel Expenses as of the cancellation date. The only exception is that a cancellation during the first month of a specific search assignment incurs the obligation of one installment of the Contractor's Fee (or Flat Fee amount or Capped Fee amount, as applicable) and one installment of the Indirect Fee, plus any accrued Travel or Direct expenses.

Misc. Options:

If more than one person is hired through this search effort, an additional Contractor's Fee Contractor's Fee of 15% of the candidate's first year's salary (including only the actual paid salary

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as may be reduced by furlough, unpaid leave, or other state salary reductions due to budget cuts, deferred compensation) will be payable for each additional individual hired. ("**Secondary Contractor's Fee**"). Secondary Contractor's Fee is due and payable within 30 days following candidate's start date. Invoices shall be submitted to the name and address indicated on each UNLV Purchase Order or as requested by UNLV. Secondary Contractor's Fee is on a contingent basis and is only payable to Contractor if the chosen and hired candidate has been directly or indirectly referred to UNLV through Contractor's efforts within the preceding twelve (12) months before the candidate's start date. Notwithstanding anything to the contrary herein, in no event shall Contractor be paid a Secondary Contractor's Fee for any candidates sourced by UNLV or for any candidates that are currently, or have been employed (either part-time or full-time) by NSHE/UNLV in any capacity during the last three years.

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