REQUEST FOR PROPOSAL
AMUSEMENT MACHINES AND TABLE GAMES

RFP NO: 432-VK

RELEASE DATE: May 22, 2007

LAST DAY FOR QUESTIONS: May 29, 2007, 5:00 PM Local Time

LAST DAY FOR ADDENDA: June 5, 2007, 5:00 PM Local Time

OPENING DATE, TIME and LOCATION: June 11, 2007, 3:00 PM Local Time

University of Nevada, Las Vegas
4505 S. Maryland Parkway
Campus Services Building, Room 223
Las Vegas, NV 89154-1033

Sealed proposals, one original and five (5) copies, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. All proposals shall be received on or before this date and time to be considered. All proposals shall be sent to:

University of Nevada, Las Vegas
Campus Services Building, Purchasing Department
4505 Maryland Parkway
Las Vegas, Nevada 89154-1033

If necessary an addenda will be issued for any matters regarding submittal of Proposal or technical issues that will affect all proposers. The University of Nevada, Las Vegas reserves the right to waive informalities or reject any or all proposals.

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

Vincent Kethen
Purchasing Analyst
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas, Nevada 89154-1033
Vincent.kethen@unlv.edu
Fax: (702)895-3859
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I. INTRODUCTION

A. Purpose of Request

The Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the University of Nevada, Las Vegas, Division of Student Life, is initiating a Request for Proposal (RFP) to solicit proposals for a qualified Amusement Machine and Table Game Services.

B. Terminology

<table>
<thead>
<tr>
<th>Term</th>
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<tbody>
<tr>
<td>CONTRACT DOCUMENTS</td>
<td>The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>Agreement</td>
</tr>
<tr>
<td>PROPOSER</td>
<td>Offeror, Successful proposer (the successful proposer making the proposal), Vendor, Contractor, Agency</td>
</tr>
<tr>
<td>REQUEST</td>
<td>Request for Proposal, RFP</td>
</tr>
<tr>
<td>UNIVERSITY</td>
<td>University of Nevada, Las Vegas; UNLV, 4505 Maryland Parkway Las Vegas, Nevada 89154</td>
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</tbody>
</table>

C. The University

The University of Nevada, Las Vegas, located in the vibrant and dynamic city of Las Vegas, is emerging as a premier urban university. The University of Nevada, Las Vegas is comprised of six divisions: Provost, Development, Finance and Business, Research and Graduate Studies, Student Life, and University and Community Relations. All divisions are headed by a vice president. Within the Division of the Executive Vice President and Provost are eleven colleges and five schools offering over 215 undergraduate, masters, and doctoral degree granting programs serving a 2006-2007 academic year enrollment of over 29,000 students. Within the Division of the Vice President for Research and Graduate Studies are the Office of Sponsored Programs, the Office of Research Compliance, UNLV research centers and institutes, the Graduate College, the Barrick Museum, and the National Supercomputing Center.

UNLV is in the process of constructing Phase II of a new student union building at the site of the current Moyer Student Union. The New Student Union, a facility with more than 130,000 square feet, is being constructed at a cost exceeding $48 Million, and shall become the center for student and faculty activity on campus. A full description of this development can be found at:

http://studentlife.unlv.edu/facilities/student-union.htm

Construction for Phase I began in July 2005 and was completed July 2006. Phase I includes a 5,000 square foot food court, 300 seat theater, a computer lab and help desk, meeting rooms,
II. TERMS AND CONDITIONS OF PROPOSAL

A. Acceptance Period

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

B. Award of Contract

1. The Contract will be awarded to the most responsible and responsive proposer whose proposal, conforming to the Request, will be most advantageous to the University for an initial contract period of one year. The basis of award will be determined by evaluation of Items 1 through 3 as listed in "C. Evaluation of Proposals" section and any other established purchasing methods that are applicable.

2. The proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. 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 the Request for Proposal.

3. The University reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.

4. A formal Contract will be signed by the successful proposer and the Board of Regents of the Nevada System of Higher Education to perform this service.

5. The Director of Purchasing reserves the right to enter into discussions with any one or all of the proposers after proposals have been initially reviewed by the University. Such discussions will be limited to clarifications of proposal content contained in a responsive proposal and may, at the option of the Director of Purchasing, result in request for a "Best and Final" offer from proposer(s). Any response to a "Best and Final" request shall be limited to the item(s) discussed and/or direct responses to specific questions. Modification of price and/or delivery may be made at the discretion of proposer. Price and delivery modifications must be justified by proposer in the response to a request for "Best and Final" offer. Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.
C. Evaluation of Proposals

All proposals will be opened publicly and pertinent information recorded on the date stated above. To maintain confidentiality of all proposals, no other information will be revealed at the opening.

Please provide a brief financial background of your firm, and your most recent annual report with your proposal response. In the case of a privately-owned proposer that does not publish an annual report, sufficient financial data must be provided to indicate the financial stability necessary to maintain the amusement games and table machines outlined in this Request for Proposal.

The proposal will be reviewed individually by staff members through an evaluation committee. The finalists may be requested to provide UNLV a presentation and/or an oral interview. The evaluation committee will review the RFP as well as any requested presentations and/or oral interviews to gather information that will assist the evaluation committee in making their recommendation.

A contract will be awarded on the basis of which proposal UNLV deems best suited to fulfill the requirements of the RFP. 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.

UNLV will be the sole judge as to the acceptability, for our purposes, of any and all proposals. Proposals will be evaluated according to the evaluation criteria stated below:

- Conformation to specifications 20 Points Possible
- Pricing and Cost Considerations 40 Points Possible
- Experience, Reliability and Expertise 20 Points Possible
- Operating Approach/Method of Performance 20 Points Possible

Total 100 Points Possible

1. CONFORMANCE TO SPECIFICATIONS 20 Points Possible

This Request for Proposal has been structured to ensure equitable evaluation of all responses. Deviation from the format may result in misunderstanding or omission of important data. Full compliance with the Request for Proposal text and format is necessary for a fair and complete analysis. Further, the quality of a proposal will be interpreted as an indication of a proposer's interest and will influence assessment of the proposer's capabilities.

Please note that the Contract provided in this Request for Proposal is considered part of the Request for Proposal Specifications. Exceptions taken to the language of the contract will be taken into consideration when evaluating each response.

Information gathered from the references provided will be used in the overall evaluation of each proposal response. This information will be used, along with other information, to determine each respondent's conformance to specifications.
2. **PRICING AND COST CONSIDERATIONS**

This page must be submitted with the proposal in a separate, sealed envelope to be considered responsive.

Provide a cost breakdown of all costs and Marketing Plan associated with this RFP including Commission Offered. Contractor will be required to publish monthly reports to include total number of plays, revenue generated, down time and the frequency of play. Contractor will develop joint marketing programs with the University designed to maximize play and revenue.

3. **EXPERIENCE, RELIABILITY AND EXPERTISE**

The experience and reliability of the proposer's organization, as well as the expertise of proposed personnel, will be considered in the evaluation process. Therefore, the proposer is advised to submit any information which documents successful and reliable experience in past performances which are considered identical or similar to the requirements of this Request for Proposal. The proposer is advised that failure to provide adequate evaluation information may result in a lower evaluation score for the proposer's experience and reliability.

The Proposer should:

1) Provide a narrative describing the history of your firm. Include how long the Proposer has been in business. Identify the number of employees, the ownership, if the Proposer has ever filed bankruptcy, been in loan default, or if there are any pending liens or lawsuits.

2) Identify the number of years of experience in Amusement Machine and Table Game services.

3) Describe techniques planned to assure that requirements of the Scope of Work will be met. Provide samples of projects to demonstrate ability to meet projected schedule.

4) Describe any employee training programs or certifications that will continue for the duration of the agreement to insure employees perform their jobs with the highest standards of efficiency. Vendors are required to comply with all OSHA, EPA, ADA, HIPAA and all other relevant state and federal standards, codes and regulations.

5) The Proposer may provide its most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.

6) Describe if your firm has had a Contract terminated for default in the last five years. Termination for default is defined as notice to stop
performance due to the Proposer's non-performance or poor performance or if the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer; or (b) litigated and such litigation determined that the Proposer was in default. Submit full detail of their terms for default including the other parties' name, address, and telephone. Present the Proposer's position on the matter. UNLV will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. Indicate if no such termination for default.

7) Provide an organizational chart of your firm indicating lines of authority for personnel involved in the performance of this RFP and the relationships of staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of Management.

8) Describe your experience in providing these types of services. Give specific examples.

9) List all Contracts that the Proposer may have had during the last three years; list contract period of performance, contact persons and telephone numbers. The Proposer must grant permission to UNLV to contact the references. Do not include UNLV as a reference.

4. OPERATING APPROACH/METHOD OF PERFORMANCE 20 Points Possible

Proposals will be evaluated based on the proposer's distinctive plan for performing the requirements of the Scope of Work. Therefore, it is extremely important that the proposer present a detailed written narrative which demonstrates the method or manner in which the proposer proposes to satisfy the requirements of the Scope of Work.

A. Proposer should:

1) Explain all work and requirements necessary to accomplish the scope of work identified in this RFP and the anticipated level of effort. Include a complete description of the proposed approach and methodology for the services requested, all requirements, and the tasks required to accomplish the services as requested. Provide sufficient detail to convey to the evaluation committee the firms' knowledge of the subjects and skills necessary to perform the requested services.

2) Discuss the information and support that would be required from UNLV.

3) Identify any subcontractors or affiliates which would be used during the term of this agreement and describe their roles. Provide names, addresses and contact information.

4) Describe the types of services that would be provided during this agreement.

5) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the proposers operating approach/method of performance.
6) Provide the name, title or position, and telephone number of the individual who would have primary responsibility for the agreement resulting from this RFP.

7) Identify processing locations of the various services required by this RFP. Identify names, responsibilities and qualifications of staff assigned to the agreement and their locations. Provide timelines for the various processes and time required for documentation/information reporting and turnaround at those process locations.

8) Describe your commitment and approach to customer service for UNLV and our customers which include students, employees, vendors, etc.

D. Late Proposals and Modifications

Each proposal response will be date and time stamped upon arrival. Proposal responses will be accepted up to June 6, 2007 at 3:00 p.m., PST. Any proposals received after that date and time will not be considered and will be returned, unopened, and at the expense of the Proposer.

E. Preparation and Submission of Proposal

1. 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 1 through 3 to correspond with the evaluation information requested.

2. The Proposer shall submit one (1) clearly labeled original and five (5) copies of the proposal. The name of the Proposer’s firm shall be indicated on the spine and/or cover of each binder submitted.

3. All proposals must be submitted in a sealed envelope plainly marked with the name and address of the Proposer, the RFP No.432-VK and the RFP title. No responsibility will be attached to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or failure to open a proposal not properly addressed and identified.

4. Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by Purchasing. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Web Site at http://www.unlv.edu/depts/purchasing/available_bids and/or faxed to all prospective Proposers who received a copy of the RFP. Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department contact as soon as possible so an addendum may be furnished to all proposers.

All addenda must be acknowledged on the Proposal Response Form, Appendix B. Proposal may be considered non-responsive in the event Addenda is not acknowledged.
5. Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE), 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 offer without further consideration.

6. All proposers, by signing the Proposal Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.

7. All proposers, by signing the Proposal Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

8. Proposals, attachments and Proposal Response Form shall be enclosed in sealed envelopes and addressed to:

   University of Nevada, Las Vegas
   Purchasing Department
   4505 Maryland Parkway
   Box 451033
   Las Vegas NV 89154-1033.

   The name and address of the proposer and the RFP No. 432-VK shall be clearly marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

9. UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.

10. UNLV reserves the right to contract for less than all of the services identified herein.

   FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

F. Disclosure Restrictions

1. The University acknowledges that the contents of your proposal or other information submitted to the University is subject to public release, upon request, after the Contract award.

2. The proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the proposer is alerted that this marking is advisory only and not binding on the University. If there is a request from the public to inspect any part of the proposal so marked, the University will advise the
proposer and request further justification in support of the "proprietary" marking. If the University determines, after receipt of the justification, that the material is releasable, the proposer will be notified immediately.

G. Questions Concerning Proposal

Any questions regarding preparation of this proposal or submittal of information required shall be directed to:

Vincent Kethen
Purchasing Analyst
University of Nevada, Las Vegas
Campus Services Building, Room 235
4505 Maryland Parkway
Las Vegas NV 89154–1033

vincent.kethen@unlv.edu

Telephone No. (702) 895-2562
Fax No. (702) 895-3859

H. Withdrawal of Proposal

Proposer(s) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening date and time, provided the request for withdrawal is submitted to the Contracts Administrator in writing and in person with proper identification. Proposals must be resubmitted and time stamped in accordance with the RFP document in order to be accepted.
APPENDIX A

SCOPE OF WORK

This Request for Proposal is being conducted in order to ascertain who the successful contractor will be to provide, install, and maintain amusement machines, table games, and a change machine in the game-room of Phase II of the new Student Union.

An award will be made on an “all or nothing” basis. The University will issue one contract covering Amusement Games and Table Machines to be provided on the UNLV campus.

The Proposer to whom the award is made will be required to enter into a written contract with the Board of Regents of the Nevada System of Higher Education (NHSE), on behalf of the University of Nevada, Las Vegas. The terms and conditions of the Request for Proposals, the proposal response, contract terms, conditions, specifications and drawings where applicable, shall be made a part of said Contract. All materials or services supplied by the Proposer shall conform to the applicable requirements of state or federal laws as well as conforming to the specifications contained herein. In the event of conflict between the proposal specification documents and any other contract documents, the specifications shall have priority.

The initial term of the contract will be two (2) years. At the option of the University, the Contract may be extended for three (3) additional one year periods.

APPROPRIATE ENTERTAINMENT
The University reserves the right to require removal and/or replacement of any amusement machine or game determined to be inappropriate.

RIGHT OF INSPECTION
The University reserves the right to inspect any machine or game, in company with the Contractor, at any reasonable time.

UTILITIES
The University will provide electricity at each location, through existing outlets, at no cost to the Contractor. No change or alteration of electric service will be made by the Contractor without prior written authorization by the University.

RESPONSIBILITY FOR LOSS
Contractor will be responsible for all losses, damages, theft, vandalism, and breakage of any of the machines owned by Contractor and placed upon the University campus. Contractor shall immediately report all facts relating to losses incurred equipment damage, break-in, etc. to the University.

LICENSES AND PERMITS
Each proposal response must include a copy of the proposer’s business license. Contractor will be required to procure any necessary permits and maintain in effect all licenses and permits for the duration of the Contract. The University will obtain and maintain the “Use Permit”.

COMPLIANCE WITH LAWS
Contractor shall comply with all statutes, ordinances, regulations and requirements, federal, state and local laws applicable to vending activities.
Contractor, by responding to this Request for Proposal, agrees that it shall not, in the performance of its duties hereunder, discriminate against any person or persons because of sex, race, creed, color, national origin, physical or mental ability, or age.

ASSIGNMENT OF CONTRACT
The Contract issued as a result of this request for Proposal shall not be assigned or transferred by Contractor without the express written consent of the University.

OWNERSHIP
Ownership of equipment shall remain with the Contractor. The Contractor shall not represent itself as an agent of the University or the Board of Regents of the Nevada System of Higher Education (NSHE).

TERMINATION
Upon termination or expiration of this Contract, the Contractor shall vacate the premises and deliver up the premises to the University in the same condition existing at the start of the Contract, reasonable wear and tear excepted. Contractor shall have the right, upon termination of this agreement, to remove the amusement machines, table games, coin changers and related equipment placed in, or upon, or affixed to the premises by the Contractor within thirty (30) days of termination. If another contractor is selected to provide continued services, both contractors will work jointly to provide minimum time interruption of service to the students, faculty and staff. The University, at its option shall retain intact any leasehold improvements, except the amusement machines, table games, coin changers and related equipment; or require the proposer to remove such leasehold improvements within thirty (30) days of notifications, with repair to the facility at Contractor’s expense.

REPORTS
The successful contractor will be required to publish monthly activity reports. As a minimum the reports will include the following information for each amusement machine and table game:

1. total number of plays
2. revenue generated
3. down time
4. frequency of play

This information is to be provided for the current reporting period, the previous reporting period, and for the same period the previous year. The activity reports are to be provided to the University representative no later than the fifteenth (15th) of each month.

In addition collection reports are to be generated for each collection made. These reports can be handwritten as they must be completed when each collection is made. The collection report must provide the gross receipts, the amount of sales and use taxes paid, the net receipts, and the commission paid to the University.

Please note; standard reports generated by your company may be sufficient if they provide substantially the same information and in the same frequency as stated above.

JOINT MARKETING EFFORTS
Contractor agrees to develop marketing programs with the University designed to maximize play and revenue. The joint marketing efforts will be in addition to the tournament requirement listed in the specifications. Increased marketing efforts may not be substituted for replacement of amusement machines or table games slated for replacement by the University.
ACKNOWLEDGMENT OF ADDENDA:
The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated ________ Addenda No. _____ Dated ________
Addenda No. _____ Dated ________ Addenda No. _____ Dated ________

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Bid including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: ____________________________________________

SIGNATURE: ___________________ DATE: _____________________

PRINTED NAME AND TITLE: __________________________________

ADDRESS: ________________________________________________

CITY/STATE/ZIP: ____________________________________________

PHONE NO.: ___________________ FAX NO.: ___________________

E-MAIL ADDRESS: ___________________ FEDERAL TAX ID NO: ______

Please check the appropriate box below.

MINORITY BUSINESS TYPE:
- Minority Business Enterprise [ ] Women-Owned Business Enterprise [ ]
- Physically Challenged Business Enterprise [ ] Veteran/Disabled Veteran Business Enterprise [ ]
- Small Business Enterprise [ ] Not Applicable [ ]

DEBARMENT/SUSPENSION STATUS
1. The vendor/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.
2. The vendor/contractor agrees to provide immediate notice to UNLV's Purchasing department 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 that is received after the submission of this bid but prior to the award of the purchase order/contract.

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: __________________________________________

Contact Person __________________________ Telephone Number ____________

Description of Work __________________________________________
APPENDIX C
SPECIFICATIONS

AGE OF MACHINES AND LOCATION
At the time of the initial installation and for the duration of the Contract, all machines are to be current production models not over one year old. At the University’s discretion, 25% of the machines may be older provided that they represent popular games and or amusement features that appear on the top 25 list in current industry publications.

The University will determine the placement of all machines covered by this Contract and may require the relocation, replacement, reconfiguration and/or addition of machines from time to time.

Contractor may petition the University for permission to replace certain machines, change the campus location of certain machines, and add machines offering new games and/or features. The official representative for the University under the Amusement Machines and Table Games Contract is the Director of Student Life Facilities, or his designee. All requests for changes to machine location and games offered are to be made to him. The University, through its representatives, reserves the right to approve or disapprove all future moves and/or installations.

A rendering of the game room layout is found on Appendix D, attached to this Request for Proposal

COIN CHANGE MACHINES
Contractor will be required to provide, stock and maintain a change machine that will dispense quarters for $1, $5’s, and $10’s, at no additional charge. In addition, this machine should be equipped with a reader that will accept the University One Card (RebelCard), which serves as a debit card for campus goods and services. All transactions are charged a 5% fee, so for every dollar changed $.05 will be paid to RebelCard.

ADDITIONAL MACHINE FEATURES REQUIRED
In addition to the capabilities and features provided as part of the game or amusement, each machine must provide the following:

1. All electrically operated machines shall be UL approved and are to be equipped with thermo overload protection and shall comply with all applicable electrical standards.

2. All machines must have a separate collection box for coin or cash, with a hasp lock. The lock shall be separate from the service/repair access lock. The keys to the coin/cash boxes shall be maintained by the Contractor. All locks shall be provided and maintained by the Contractor.

3. All machines placed in carpeted areas shall have rubber caster covers or some other carpet protector approved by the University.

TOURNAMENT PRIZES
At least once per semester the Contractor will be responsible for providing prizes, awards, and extra machines, if needed, to be used in tournaments.
OPERATION AND MAINTENANCE
Operating instructions, where to report equipment malfunctions, phone numbers, licenses, regulations and other required information shall be displayed in an appropriate manner with prior agreement from the University, without defacing any of the facility. In addition all machines will be required to have an identifying number and a sticker or decal providing the phone number for machine service.

The Contractor shall clean and service the amusement machines, table games, change machines and related equipment and provide needed supplies on a regular seven day basis (including holidays) and on an exception basis when requested.

A program of preventive maintenance and regular replacement of worn, damaged, or malfunctioning equipment shall be instituted during the term of the agreement. The Contractor shall provide maintenance and repair service on a daily basis from 7:00 AM to 9:00 PM, or within four (4) hours of a phoned in service request.

Contractor will be required to replace any machine which has been out of service for a period longer than forty-eight hours.

Emergency services at other than the above time should occur within a four (4) hour period, so as to minimize equipment downtime. All such repairs shall be at the expense of the Contractor.

If the University is to provide manpower to assist in a bonafide after hours emergency repair, the Contractor will be responsible for personnel overtime charges.

Contractor shall provide a picture identification to each of its representatives who will at any time be performing services on the campus in connection with the operation of the amusement equipment. A complete listing of those personnel, updated continuously shall be provided to the University.

COMMISSION
The University shall be paid a commission by Contractor. The commission shall be a percentage of the gross receipts.

The commission due the University is to be paid before the receipts collected are removed from campus.

COLLECTIONS
Collections and the counting of money collected will be made every week by a representative of the Contractor with and in the presence of a representative of the University. All cash collections must be completed before 9 A.M.. After the receipts have been collected a collection report will be completed and the commission paid to the University.

Contractor will be responsible for the payment of any and all fees associated with the use of vending machines and/or amusement games that may apply to the UNLV installation including sales and use taxes.

REFUNDS
Contractor is to provide refund accounts as necessary for the refunding of monies to the public when a machine is not in good working order. An adequate accounting procedure for the refunds is to be established by Contractor sufficient to meet the recording requirements of the University. The refund account is to be replenished by Contractor on a weekly basis.
APPENDIX D

LOCATION OF AMUSEMENT MACHINES AND TABLE GAMES IN THE STUDENT UNION

Machines are to be located in the game room of the Student Union. The number of machines to be placed in each area is to be determined in consultation with the Director of Student Life Facilities or his representative.

Suggested location of video games and layout of the game room:

LAYOUT OF GAME ROOM TO FOLLOW ON PAGES 17-21.
APPENDIX E

***NOTICE***

VENDOR WILL BE REQUIRED TO ENTER INTO A CONTRACT WITH THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS. BELOW ARE SAMPLE TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN THE FINAL CONTRACT.

SAMPLE CONTRACT

ARTICLE I

TERM

A. INITIAL TERM:

The term of this contract shall be for one year from date above.

B. CONTRACT RENEWAL:

The contract may be renewed after the initial term for an additional period of three, one-year period(s) on negotiated terms and if agreed to in writing by both parties.

C. CONTRACT EXTENSION:

UNLV reserves the option to temporarily extend this Contract for up to 90 calendar days from its expiration date for any reason.

ARTICLE II

SCOPE OF CONTRACT

The Scope of the initial portion of this Contract shall be as is noted in Contractor's Proposal dated (INSERT DATE OF PROPOSAL - IF APPLICABLE). If there are any conflicts with that Proposal and this Contract, the terms of this Contract shall prevail. UNLV shall, at its sole option, develop additional job-specific Scopes of Work in the event it elects to request additional services from Contractor. Nothing in this Contract shall be construed as guaranteeing Contractor that any additional Scopes of Work will be actually requested.

This Contract, together with all attachments, proposal documents, Appendixes, Exhibits and other appendices thereto, constitutes the entire Contract between the parties and supersedes all previous Contracts, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto 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.
ARTICLE III
AMOUNT OF CONTRACT

The amount to be paid to Contractor for work performed under this contract shall not exceed (ENTER AMOUNT OF CONTRACT). However, UNLV may elect at any time, at its sole convenience, (see Article VI, N), cancel contract and cease the issuance of any payments. In the event of such cancellation, Contractor acknowledges that it will not be due any monies except for work already completed or in progress.

In the event UNLV shall request additional services from Contractor during the term of this Contract or during any allowable renewals, 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.

All payments shall be made within thirty 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

In case of default by the Contractor, the University reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

The consultant shall procure and maintain:
1) Commercial General liability insurance including coverage for premises/operations, products/completed operations and personal injury in the amount of $2,000,000 per occurrence and $1,000,000 annual aggregate.
2) Automobile liability insurance in the amount of $1,000,000 Combined Single Limit.
3) Workers Compensation insurance as required by Nevada Statute.
4) Professional Liability in the amount of $1,000,000 per claim and $3,000,000 aggregate.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION AS PER ATTACHED SAMPLE EXHIBIT 1.

The consultant shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

B. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

It is agreed by and between UNLV and Contractor that in no event shall any official, officer, employee, or agent of UNLV in any way be personally liable or responsible for any covenant or
agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

C. INDEMNIFY

Contractor shall indemnify, defend, save and hold harmless UNLV, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses to the person or property of another, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

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 written notice being given by UNLV to the Contractor. UNLV’s decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

B. ASSIGNS AND SUCCESSORS

UNLV and Contractor each binds itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Except as noted above, neither UNLV nor Contractor shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of UNLV.

C. COMPLIANCE

Vendors are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

In order that the University may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to the University, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

D. CONFIDENTIALITY

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Agreement, are the property of the University of Nevada Las Vegas (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. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Agreement and that all such materials and/or data must be transmitted, in its/their original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such
referenced materials and/or data. Contractor further acknowledges that it is not to retain any such referenced materials and/or data in any form, whether originals or copies, upon termination of this Agreement. 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 prior written approval.

E. DEBARMENT/SUSPENSION STATUS

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

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their Subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate said contract.

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. Any and all disputes arising out of or in connection with the contract shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

H. 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.

I. INDEPENDENT CONTRACTOR

The Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal Enactment's Codes, and Ordinances and those of the State of Nevada regarding Industrial Insurance and expressly covenants and agrees that the Contractor's employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of the University, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that status. Contractor hereby covenants and agrees to save and hold harmless the University from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all
claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's 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:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(Name and Address of Contractor)

L. OWNERSHIP OF MATERIALS

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

N. TERMINATION

Contractor acknowledges that all materials it produces under this Contract and/or any renewals will become the property of UNLV immediately upon receiving any payment for the services performed in developing such materials. Contractor is to provide such materials to UNLV immediately upon receiving UNLV request for same.

M. TAXES, LICENSES AND PERMITS

UNLV shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason. Such termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The 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 the 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 that it cannot use the name of the Board of Regents of the Nevada System of Higher Education, UNLV, CCSN or NSC logo or any other related name in the performance of its services, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(TYPE IN NAME OF CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF CONTRACTOR) EIN (Employee Identification No) Date

UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:

(TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT AUTHORIZED TO SIGN) Date

BY:

Gerry J. Bomotti, Vice President for Finance & Business Date

BY:

David B. Ashley, President Date
THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

APPROVED:

James E. Rogers, Chancellor

Date
**CERTIFICATE OF INSURANCE**

### PRODUCER

*REQUIRED INSURANCE*

**COMPANIES AFFORDING COVERAGE**

**INSURED**

- COMPANY A
- COMPANY B
- COMPANY C

**COVERAGES**

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

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**DESCRIPTION MUST MATCH WHAT IS WRITTEN HERE**

DOLLAR AMOUNTS MUST MATCH WHAT IS WRITTEN HERE

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Unlv, its officers, employees and volunteers are insured with respect to liability arising out of the activities by or on behalf of the named insured in connection with the work performed for Unlv.

**CERTIFICATE HOLDER / ADDITIONAL INSURED**

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Board of Regents  
Nevada System of Higher Education  
4405 Maryland Parkway  
Las Vegas, NV 89154

*SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.*

**AUTHORIZED REPRESENTATIVE**

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