



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

**REQUEST FOR PROPOSAL 636-LN
FOR EMBA INTERNATIONAL TRIP: SOUTH KOREA AND TAIWAN**

RELEASE DATE: Wednesday, March 18, 2015

LAST DAY FOR QUESTIONS: Tuesday, March 24, 2015 @ 5:00PM

LAST DAY FOR ADDENDA : Tuesday, March 31, 2015 @ 5:00PM

OPENING DATE, TIME: Thursday, April 2, 2015 @ 3:00PM

SUBMITTAL LOCATION: **LOCAL TIME**
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **one (1) clearly labeled original hard copy and three (3) copies, along with (1) electronic copy on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required**, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

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

Leslie Nilsen, Buyer II
leslie.nilsen@unlv.edu
Phone: (702) 895-1893
Fax: (702) 895-3859

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

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see attached pdf

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for travel provider services from a global, well established, world class provider. The selected provider will be arranging travel for the Executive Masters of Business Administration (EMBA) department trip to Seoul, South Korea and Taipei, Taiwan.

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

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

3. **TERMINOLOGY**

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

ROYALTY OR PRICING

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RESPONSE FORM

Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").

GENERAL TERMS
AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

UNLV

University of Nevada, Las Vegas

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

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

SECTION B
SUBMISSION INSTRUCTIONS

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

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed 30 pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

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

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

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

2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on

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

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

| Weighted Evaluation Criteria | Possible Points |
|---|------------------------|
| 1. Capacity, Capability, Knowledge, Background and Experience | 30 |
| 2. Record of Performance | 20 |
| 3. References | 10 |
| 4. Cost | 40 |
| Total Possible Points | 100 |
| 1. Capacity, Capability, Knowledge, Background and Experience | 30 |
| <ul style="list-style-type: none"> a. Describe your firm's approach to providing and managing the requested service. Include a detailed written summary of how your firm can meet the requirements specified in Section D, Scope of Work. b. Detail your firm's ability, depth of experience, and expertise as it relates to this solicitation. c. Provide information that demonstrates your firm's capacity and capability to provide any special requested services and meet require deadlines, and meet the Trip Requirements described in Section D. Scope of Work/Specifications. Include a detailed description of any hotel accommodations, the expedition ship and shipboard accommodations. d. Identify names, responsibilities and qualifications of staff that will be providing support for the service being requested. Including any education, specialized training or certifications the individuals may have or the organization may possess. e. Provide details if staff has worked in South Korea or Taiwan as professionals and if they have real field experience. f. Provide a brief narrative describing your firm's background/history. Identify the number of employees in your firm, the ownership and if the company has ever filed for bankruptcy, been in loan default or if there are any pending liens or lawsuits against the firm. Provide detailed itinerary per the General Preferred Itinerary in Section D, Scope of Work/Specifications. Please include with your submittal any available informational brochures or property maps of the specific hotels proposed. g. Provide information on suggested trip extension (do not include pricing) h. Provide copies of travel provider accreditations, business licenses, professional certificates/certifications, or membership in travel professional organizations (IAATO membership required). For any accreditations, supply evidence from the certifying body that your firm met the qualifications to receive endorsement by accrediting body. | |

2. Record of Performance 20
 - a. Provide five (5) examples indicating your past record of performance on contracts with government agencies, private industry and/or Higher Educational Institutions in providing the requested services.
3. Reference 10
 - a. Provide five (5) current references identifying client name, type of service provided, contact name and phone number. The proposer must give permission to the UNLV to contact the references.
4. Cost 40
 - a. Provide all fees and expenses for travel services requested on Pricing Response form (Section "E") ensure form is in a separate envelope along with your submission.

3. **LATE PROPOSALS**

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

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

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

5. **WITHDRAWAL OF PROPOSAL**

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be effective (1) year(s) ("Initial Term" or "Term").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request

for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

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

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.

- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/ROYALTY RATE- INSERT AS APPLICABLE)**

If a successful Proposer fails to furnish any item at the price specified in this RFP, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of five percent (5%) of total price of all items on which was submitted (or an additional payment of five percent (5%) of the total Royalty Rate owed to UNLV, as applicable), as the Director may determine.

10. **FREIGHT TERMS**

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

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

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

14. **PROTESTS**

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

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Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

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

15. **SAMPLES**

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

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

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

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

- (1) Proposer’s historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
- (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

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

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

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled

by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

17. SUSTAINABILITY

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

18. TAXES, LICENSES AND PERMITS

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

19. EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION D

SCOPE OF WORK/SPECIFICATIONS

INTRODUCTION:

The University of Nevada, Las Vegas (UNLV), EMBA Department, is soliciting proposals for travel services from a global, well-established, world-class provider. One (1) provider will be selected to arrange the booking and travel for UNLV EMBA student and faculty travelers to **Seoul, South Korea and Taipei, Taiwan** who are attending the EMBA 720 International Seminar held from **November 27, 2015 to December 6, 2015**; for a total of 10 days. This trip is for both business and cultural enrichment, therefore a complete itinerary developed to support these objectives is required. This includes arranging no less than five (5) business related visits; all transportation; specified meals; and English-speaking guides to ensure the most educational experience possible for the students.

SPECIFICATIONS:

1. Travel Provider Preferred Capacity, Capability, Knowledge, Background and Experience

- a) 10 or more years of experience organizing international business trips for MBA OR EMBA educational programs;
- b) 10 or more years of travel agent/coordinator experience in travel to **South Korea and Taiwan**;
- c) Capacity/experience to: **handle professional business groups up to 30 people** (this number is inclusive of participating faculty and staff);
- d) Capability/experience to: **arrange academic content and coordinate no less than five (5) business meetings, industrial visits, lectures or presentations during the course of the trip**;
- e) Capability/experience to: **arrange cultural content and suggest possible discounts available or other value added services for the travelers**;
- f) Capability to: **provide a secure online registration and payment platform to collect essential traveler details related to health and dietary concerns, roommate preferences and special travel requests, as well as collect any student payments**;
- g) Capability to: **prepare and print customized trip itinerary packets containing tickets** (or printouts with electronic flight confirmation numbers, reservations and information on destinations, e.g. regulations, airport descriptions, meal options and time changes);
- h) Capability to: **provide travelers advice on necessary health documents including information on required inoculation and vaccines**;
- i) Capability/experience to: **coordinate all necessary visas**;
- j) Capability of: **maintaining a 24/7 emergency service line, staffed by trained professionals**;
- k) Capability to: **provide 24/7 phone access to a U.S. based physician**;
- l) Capability to: **ensure all students depart Las Vegas together on Friday, November 27, 2015 to arrive in Seoul, South Korea on Saturday, November 28, 2015**;
- m) Capability to: **arrange all 5-star hotel accommodation and double room occupancy in Seoul, South Korea and Taipei, Taiwan**. Bell hop gratuities to be included in the proposal. In addition, be near local shopping malls and restaurants;
- n) Capability to: **verify through <http://www.tripadvisor.com> the assigned number of stars/rating assigned to a proposed accommodations/hotel**, should it be questioned;
- o) Capability to: **arrange for meals (daily breakfast at the hotel, 6 lunches, and 1 dinner)** with meal gratuities included in the price of the trip and two drinks (soft drink or bottled water) per meal;
- p) Capability to: **provide full-time, English-speaking guides experienced in handling professional business groups for the entire trip**;
- q) Capable of: **handling all aspects of seminar logistics** including, but not limited to: all transportation, all accommodations, luggage transfer at arrival/departure airports and hotels, transportation between business visits, as well as transportation on cultural experience days, and the choice of additional culturally enhancing experiences, with any porter gratuities included in the price of the trip;

- r) Capability to: **coordinate a three (3) day optional extension package from Saturday, December 5, 2015 to Monday December 7, 2015 in a to-be-determined location**; to be paid at the students' expense, with costs paid directly to the travel agency;
- s) Capability to: **design and execute comprehensive contingency plans** for any number of unforeseen circumstances ranging from natural disasters, world health epidemics or civil unrest;
- t) Capability to: **identify how communication will be handled with the group** regarding travel, world or personal emergencies;
- u) Capability to: **identify how and when US currency shall be converted**. UNLV shall not be charged any taxes or fees assessed as a result of any international conversion or transfer of funds.

2. Preferred Trip Itineraries

At minimum, the Seoul, South Korea and Taipei, Taiwan trip shall include the following:

a) Travel and Accommodations:

Please provide a trip (travel and accommodations) itinerary that closely mirrors the preferred itinerary below.

- **Friday, November 27, 2015** - Depart Las Vegas in the morning with arrival in **Seoul, South Korea late morning or early afternoon on Saturday, November 28, 2015.**
- Depart **Seoul, South Korea** for **Taipei, Taiwan** on **Tuesday afternoon, December 1, 2015.**
- Depart **Taipei, Taiwan** on **Saturday evening, December 5, 2015**, to arrive on **Sunday, December 6, 2015** in Las Vegas with at least a two (2) hour, but no more than a four and a half (4 ½) hour layover for immigration and customs clearance at the first port of entry into the US.
 - Accommodations must be at 5-star hotels for double room occupancy in **Seoul, South Korea and Taipei, Taiwan**. Additional cost for single room occupancy to be at students' own expense;
 - 2 bottled water/participant/day provided in the coach for (6) days. In addition, 1 bottled water on arrival and 1 bottled water on departure.

b) Travel and Excursions:

Please provide a trip (travel and excursions) itinerary that closely mirrors the preferred itinerary below.

- **Friday, 11/27/15** – Leave Las Vegas in the morning. Please allow no more than a four and a half (4 ½) hour transit time at connecting airports, and preferably no more than one connection in between Las Vegas and final destination.
- **Saturday, 11/28/15** – Late morning/early afternoon arrival in **Seoul, South Korea** and check into 5-star hotel.
- **Sunday, 11/29/15** – All day cultural experience in the vicinity of Seoul, to be proposed by travel provider and confirmed by EMBA.
- **Monday, 11/30/15** – Two business visits in the vicinity of **Seoul, South Korea.**

- **Tuesday, 12/1/15** – Half day guided city tour of **Seoul**. Afternoon flight departs for **Taipei, Taiwan**. Provide transfer from airport and check into 5-star hotel.
- **Wednesday, 12/2/15** – Two business visits in the vicinity of **Taipei, Taiwan**.
- **Thursday, 12/3/15** – Morning business visit in the vicinity of **Taipei, Taiwan**, followed by afternoon cultural experience proposed by travel agency and confirmed by UNLV.
- **Friday, 12/4/15** – Half day cultural visit and city tour of **Taipei, Taiwan**. Farewell dinner.
- **Saturday, 12/5/15** – Free day. Depart late afternoon for Las Vegas. Provide at least a two (2) hours, but no more than a four and a half (4 ½) hour, layover for immigration and customs clearance at the first port of entry into the US.
- **Sunday, 12/6/15** – Arrive in Las Vegas.

The travel proposer will be required to arrange all business visits, as well as provide guides and transportation for business visits. Travel proposer is responsible for organizing, providing guides, and all transportation for events and cultural activities specified in the itinerary,

Travel agency will coordinate and ensure all dietary concerns are addressed and planned for on all in-flight meals, hotel breakfasts, restaurant lunches and farewell dinner.

ACCREDITATIONS, LICENSES, CERTIFICATIONS, AND MEMBERSHIPS IN PROFESSIONAL ORGANIZATIONS:

- Provide copies of any travel provider accreditations, business licenses, professional certificates/certifications, or membership in travel professional organizations (IAATO membership required). For any accreditations, supply evidence from the certifying body that your firm met the qualifications to receive endorsement by accrediting body.
- Accreditations are preferred by the following professional companies or organizations: Airlines Reporting Corporation® (ARC), International Airlines Travel Agent Network™ (IATAN), or other accreditation entities which take the following into consideration: proof of legal form of business, proof of commitment to travel business via sales and financial standing, fiduciary responsibilities, ability to obtain insurance, ethical responsibilities, qualified staff, and country, state and local licensing.

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- UNLV reserves the right to determine which, if any, travel provider accreditations, business licenses, professional certificates/certifications, or membership in travel professional organizations would be most beneficial and in the University's best interest to have the successful vendor possess.
- UNLV also reserves the right to take into consideration any travel provider accreditations, business licenses, professional certificates/certifications, or membership in travel professional organizations possessed by a proposer into consideration when determining the most responsive and responsible bidder after giving due consideration to price, life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and the UNLV.

SECTION E
PRICING/ROYALTY FEE RESPONSE FORM

Provide costs for the following requirements for two different group sizes: **Group A: 25 to 29 travelers** and **Group B: 30 - 35 travelers**. Costs for each group size are required and partial bids will not be accepted.

MEALS TO BE PROVIDED**Cost per Person**

- | | |
|---|-----------------------------------|
| 1) Full breakfast for 7 days, in hotel (Sunday, 11/29/15 – Saturday, 12/5/15). Include beverage and meal gratuities. | Group A: \$_____ Group B: \$_____ |
| 2) Lunch for 6 days (Sunday, 11/29/15 - Friday, 12/4/15). Include two non-alcoholic beverages and meal gratuities. | Group A: \$_____ Group B: \$_____ |
| 3) Farewell dinner on Friday, 12/4/15 . Include two non-alcoholic beverages and meal gratuities. | Group A: \$_____ Group B: \$_____ |

TOTAL MEAL COSTS:***Group A: \$_____ Group B: \$_____*****TRAVEL ITINERARY****Cost per Person**

- | | |
|--|-----------------------------------|
| 1) Outbound Flight: Depart Las Vegas on Friday morning, 11/27/15 to arrive late morning or early afternoon Saturday, 11/28/15 in Seoul, South Korea . | Group A: \$_____ Group B: \$_____ |
| 2) Afternoon flight departure from Seoul to Taipei, Taiwan on Tuesday, 12/1/15 . | Group A: \$_____ Group B: \$_____ |
| 3) Depart Taipei by air on Saturday evening, 12/5/15 to arrive Sunday, 12/6/15 in Las Vegas. | Group A: \$_____ Group B: \$_____ |
| 4) Airport porter fees/gratuities. | Group A: \$_____ Group B: \$_____ |
| 5) Obtain all necessary visas for trip. | \$_____ per person |

TOTAL TRAVEL COSTS:***Group A: \$_____ Group B: \$_____***

LAND ITINERARY**I. ACCOMMODATIONS** (double occupancy accommodations required, those students desiring single occupancy will be at an extra charge):

Please include with your submittal any available informational brochures or property maps of the specific hotels proposed.

Saturday, 11/28/15, through **Saturday, 12/5/15** for 7 nights at **5-Star** hotels in **Seoul, South Korea and Taipei, Taiwan** near major shopping malls and restaurants.

Cost per Person

1) Accommodations Cost

Group A: \$_____ Group B: \$_____

Extra charge for single occupancy

Group A: \$_____ Group B: \$_____

2) Bellhop fees/gratuities

Group A: \$_____ Group B: \$_____

3) Hotel check-in reception space in **Seoul** and **Taipei** with light refreshments and prepared room keys for participants

Group A: \$_____ Group B: \$_____

TOTAL ACCOMODATIONS COSTS:

Group A: \$_____ Group B: \$_____

II. GUIDED BUS TOURS WITH ENGLISH-SPEAKING TOUR GUIDE

Transportation to, during (if required), and back to hotel. All tours include paid admission for cultural visits in **Seoul, South Korea** and **Taipei, Taiwan**. Please see Proposed Itinerary in Section D, Scope of Work, for additional information.

Cost per Person:

1) All airport and bus arrivals and departures including luggage transfer in **Seoul, South Korea**.

Group A: \$_____ Group B: \$_____

2) **Sunday, 11/29/15**: All day cultural experience in **Seoul**. Include two (2) bottles of water per person.

Group A: \$_____ Group B: \$_____

3) **Monday, 11/30/15**: Two business visits in **Seoul**.

Group A: \$_____ Group B: \$_____

4) **Tuesday, 12/1/15**: Half-day city tour of **Seoul** transportation to afternoon flight departure for **Taipei, Taiwan**.

Group A: \$_____ Group B: \$_____

5) **Wednesday, 12/2/15**: Two business visits in **Taipei, Taiwan**.

Group A: \$_____ Group B: \$_____

6) **Thursday, 12/4/15**: Morning business visit in **Taipei, Taiwan**, followed by afternoon cultural experience.

Group A: \$_____ Group B: \$_____

7) **Friday, 12/5/15**: Half day cultural visits and city tour of **Taipei**. Transportation to and from Farewell Dinner.

Group A: \$_____ Group B: \$_____

8) All airport and bus arrivals and departures including luggage transfer in **Taipei, Taiwan**.

Group A: \$_____ Group B: \$_____

9) Gratuities for tour guides and bus drivers for entire trip.

Group A: \$_____ Group B: \$_____

TOTAL GUIDED BUS TOURS

Group A: \$_____ Group B: \$_____

TOTAL FOR LAND ITINERARY

Group A: \$_____ Group B: \$_____

BUSINESS VISIT COORDINATION

In collaboration with EMBA program administrators, develop an academically enriching program with no less than five (5) executive speakers, business visits, presentations and/or factory tours.

1) Cost per business visit

Group A: \$_____ Group B: \$_____

TOTAL FOR BUSINESS VISIT COORDINATION

Group A: \$_____ Group B: \$_____

**GRAND TOTAL COST PER PERSON:
INCLUDING ALL MEALS, TRAVEL ITINERARY, LAND
ITINERARY, BUSINESS VISITS, CULTURAL
EXPERIENCES, VISAS & ALL GRATUITIES**

Group A: \$_____ Group B: \$_____


OPTIONAL TRIP EXTENSION REQUESTS

- 1) Optional trip extension, **location TBD**, suggestions from travel provider welcome, including 5-star hotel accommodations for 2 nights and 3 days (**12/5/15 to 12/7/15**) including breakfasts and all airport and hotel transfers associated with this trip. Allow no more than a four and a half (4 ½) hour layover to connect with flight departing from **extension location** for Las Vegas. Cost of extension to be paid directly to successful travel proposer by participating students.
- 2) Depending on when the flight departs from **Taipei**, we may need to keep two (2) rooms for half a day on **Saturday, 12/5/15** for the students to freshen up and change their clothing before transfer to the airport.

TERMS

- 1) Percentage of dollar amount due on confirmation of itinerary: _____%
- 2) Balance due _____ calendar days prior to departure.

EXHIBIT A **SAMPLE CERTIFICATE OF INSURANCE**

| | | | | |
|--|---|--|---------------|--------------------------|
|  | | CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) |
| <p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p> | | | | |
| PRODUCER | | CONTACT NAME: _____ PHONE (A/C, H/O, Ext): _____ FAX (A/C, H/O): _____ E-MAIL: _____ ADDRESS: _____ INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____ | | |
| INSURED | | | | |
| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: |
| <p>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.</p> | | | | |
| INSR LTR | TYPE OF INSURANCE | ADDL. SUBR. (IND. W/O) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) |
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | | |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS | | | |
| | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | <input type="checkbox"/> <input type="checkbox"/> | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe below: _____ DESCRIPTION OF OPERATIONS below: _____ | Y/N <input type="checkbox"/> N/A | | |
| | PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE) <input type="checkbox"/> | | | |
| LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP* (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (EA accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000 | | | | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS | | | | |
| CERTIFICATE HOLDER | | CANCELLATION | | |
| BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033 | | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: _____ | | |

ACORD 25 (2014/01)

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

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

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

RECITALS

UNLV requires travel provider services.

On March 18, 2015, UNLV issued its Request for Proposal No. 636-LN (the "RFP") seeking proposals from qualified Proposers to provide travel provider services.

On April 4, 2014, Contractor submitted a proposal ("Proposal") in response the RFP. The Proposal was later modified by Contractor's "Best and Final Offer" on _____, 20____.

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

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

**AGREEMENT
ARTICLE I
TERM**

A. INITIAL TERM

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

B. CONTRACT EXTENSION

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

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as further described in Exhibit A, (the “**Services**” which shall include any applicable Deliverables).

In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor’s Best and Final Offer, (including all modifications, but not including any legal terms and conditions) and (4) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal or Bid and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal or Bid, as applicable.

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

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be **\$XX**, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder. Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

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

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

ARTICLE IV DEFAULT

A. DEFAULT BY CONTRACTOR

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

B. DEFAULT BY UNLV

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

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

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

- Final acceptance, or
 - Such time as the insurance is no longer required under the terms of this Contract.
- 1) Commercial General Liability –
 - Must be on a per occurrence basis.
 - Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
 - Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - Errors & Omissions Professional Liability – Provide Proof in the amount of \$1,000,000.
 - 2) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
 - 3) Subrogation must be waived against "The Board of Regents of the Nevada System of Higher Education."
 - 4) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as

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required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.

- 5) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 6) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 7) Ensure the Primary Policy complies as follows–
 - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 8) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 9) Provide Evidence of Insurance Requirements - Prior to the start of any work, Contractor must provide the following documents to UNLV:
 - Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
 - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
 - Waiver of Subrogation Endorsement;
 - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and

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

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

C. INDEMNIFICATION

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

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

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

B. ASSIGNS AND SUCCESSORS

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

C. COMPLIANCE

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

D. CONFIDENTIALITY

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

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. By signing this Contract, Contractor certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

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

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation.

I. INDEPENDENT CONTRACTOR

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

J. MODIFICATION

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

K. NOTICES

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

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

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s), and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable(s). Contractor warrants that it is either the owner of all methodologies used and/or Deliverable(s) transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the Deliverable(s) (as applicable).

M. TAXES, LICENSES AND PERMITS

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

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

N. TERMINATION FOR CONVENIENCE

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

O. SEVERABILITY

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

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

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

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).
- 3) Definitions:

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

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent

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

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

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

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

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

S. JOINER

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

T. AUDIT

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

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

APPROVED:

(CONTRACTOR)

BY:

(TYPE IN NAME OF APPROVER)

Date

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

RECOMMENDED:

BY:

Nikkole McCartin, Director of EMBA Program

Date

APPROVED:

BY:

John Valery White, Executive Vice President and Provost

Date

BY:

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

Date