



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

**REQUEST FOR PROPOSAL 698-CM  
FOR EMBA INTERNATIONAL TRIP: SANTIAGO, CHILE, AND BUENOS AIRES,  
ARGENTINA**

**RELEASE DATE:** Tuesday, April 4th, 2017

**LAST DAY FOR QUESTIONS:** Tuesday, April 11<sup>th</sup>, 2017

**LAST DAY FOR ADDENDA :** Tuesday, April 18<sup>th</sup>, 2017

**OPENING DATE, TIME and LOCATION:** Thursday, April 27<sup>th</sup>, 2017 @ 3:00 p.m

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

Sealed proposals, one (1) original **and one (1) copies** electronic copies on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before 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:

**Chelsea Meggerson, Purchasing Analyst**  
**[Chelsea.meggerson@unlv.edu](mailto:Chelsea.meggerson@unlv.edu)**  
**Phone: 702-895-5508**  
**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](mailto:Supplier.Registration@unlv.edu).**

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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 well-established, global, and world-class provider. The selected provider will be arranging travel for the Executive Masters of Business Administration (EMBA) department trip to Santiago, Chile, and Buenos Aires, Argentina.

**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 rates/payments, as applicable) stated.
PRICING RESPONSE FORM	Proposer form submitted in Section E defining any pricing and/or any applicable fees.

UNLV RFP 698-CM  
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" means the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, partnership, or other legal entity, and any person(s) acting on behalf of such entity.

AFFILIATE(S)

"Affiliate" means an entity that controls, is controlled by, or is under common control with the Company.

## **SECTION B**

### **SUBMISSION INSTRUCTIONS**

UNLV invites the submission of Proposals on the material and/or services specified within this RFP. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing 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 **40** 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 that is 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) Proposers shall take no advantage of any apparent error or omission in the RFP. In the event a Proposer discover such an error or omission, lack of clarity, or other irregularity, such Proposer shall immediately notify the Purchasing Department. The Purchasing Department will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP.

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) Proposers should direct any questions regarding the RFP to the designated contact(s) from the Purchasing Department. Proposers shall not contact other UNLV employees regarding this RFP. Any such contact may result in rejection of the Proposal.
- p) 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. Please note that an award is not final until there is a fully negotiated signed Contract.
- q) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- r) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- s) UNLV accepts no responsibility or liability for any costs incurred by a responding Company/Proposer prior to the execution of the Contract.
- t) UNLV reserves the right to Contract for less than all of the services identified herein.
- u) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

## 2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a “short list” of Companies to be interviewed. 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
<b>Total Possible Points</b>	<b>100</b>

### **1. Capacity, Capability, Knowledge, Background and Experience 30**

- 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 required deadlines, and meet the Trip Requirements described in Section D. Scope of Work/Specifications. Include a detailed description of any hotel 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 Santiago, Chile, Buenos Aires, Argentina 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 load default or if there are any pending liens or lawsuits against the firm.
- g. 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.
- h. Provide information on suggested trip extension (do not include pricing)

- i. 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. References**

10

- a) Provide five (5) current references identifying client name, type of service provided, contact name, e-mail address, and phone number. The proposer must give permission to 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 Contractors.
- 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 must 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 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, 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) Failure to comply with submission instructions.
- j) UNLV reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in this RFP **or at the price provided**, 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) All freight terms must be F.O.B. destination. Unless there is a separate line item for transportation charges (e.g., freight, insurance, etc.) in the Pricing Response Form, prices must include all transportation charges. At UNLV's sole discretion, UNLV may require that the goods be shipped by the successful Proposer using UNLV's FED EX account number.
- b) Any Proposal submitted with alternate transportation 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 protestant. If the protestant wishes to appeal the decision rendered by the Director, such appeal must be made in writing to the Senior Vice President for Finance & Business within five (5) days of the receipt of the decision by the Director. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all protests must identify the following:

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

15. **SAMPLES**

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

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

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

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** shall provide the following reporting information in its response:
  - (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
  - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable
  - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.

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

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

c) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-

connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

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

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

17. **SUSTAINABILITY**

a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFP.

b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

a) It is the Proposer's 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, 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. 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), is soliciting proposals for travel provider services from a well-established, global, and world-class provider. One provider will be selected by the Executive Master of Business Administration (EMBA) Program to arrange the booking and travel to **Santiago, Chile and Buenos Aires, Argentina** for students and faculty attending the EMBA 720 International Seminar held from **November 24, 2017 to December 3, 2017**. 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.

#### **REQUIREMENTS:**

The EMBA Program requires the services of a travel provider who should meet the following list of requirements.

Please provide a detailed written summary of how your company meets the following:

- Should have at least 7 years of experience organizing international business trips for MBA or EMBA programs;
- Should provide an experienced (10 or more years) travel agent/coordinator with expertise in travel to **Santiago, Chile and Buenos Aires, Argentina**;
- Should be experienced in handling professional business groups of 30+ people (number includes any faculty/administrators participating);
- Should arrange academic content through the coordination of no less than five (5) business meetings, office visits, lectures or presentations during the course of the trip;
- Should arrange cultural content, being aware of the expense aspect of the program by suggesting possible discounts available or other value added services for the travelers;
- Should provide evidence of General Liability insurance in all the limits as specified;
- Should 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;
- Should provide preparation and printing of customized trip itinerary packets containing tickets (or printouts with electronic flight confirmation numbers), reservations and information on destinations such as customs regulations, airport descriptions, meal options, time changes, etc.
- Should provide travelers' advice on necessary health documents including information on required inoculation and vaccines;
- Should coordinate any necessary visas;

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- Should maintain a 24/7 emergency service line, staffed by trained travel professionals;
- Should provide 24/7 phone access to a U.S. based physician;
- Should arrange for meals (daily breakfast at the hotel, 6 lunches, and 2 dinners) with meal gratuities included in the price of the trip and two drinks (soft drink or bottled water) per meal;
- Should arrange all 5-star hotel accommodation and double room occupancy in **Santiago, Chile** and **Buenos Aires, Argentina**. Bell hop gratuities to be included in the proposal. In addition, be in major commercial centers near local shopping, restaurants and other cultural activities
- Should the number of stars/rating assigned to a proposed accommodations/hotel be questioned, the assigned rating will be verified through information provided on [www.tripadvisor.com](http://www.tripadvisor.com)
- Should provide full-time, English-speaking guides experienced in handling professional business groups for the entire trip;
- Should handle 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;
- Should coordinate a four (4) day optional extension package from **Saturday, December 2, 2017 to Tuesday December 5, 2017** in **Montevideo, Uruguay** to be paid at the students' expense with costs paid directly to the travel agency;
- Should have the ability to design and execute comprehensive contingency plans for any number of unforeseen circumstances ranging from natural disasters, world health epidemics or civil unrest;
- Should identify how communication will be handled with the group regarding travel, world or personal emergencies;

#### SPECIFICS:

- **Friday, November 24, 2017** - Depart Las Vegas in the morning with arrival in **Santiago, Chile** late morning or early afternoon on **Saturday, November 25, 2017**.
- Depart **Santiago, Chile** for **Buenos Aires, Argentina** on **Tuesday afternoon, November 28, 2017**.
- Depart **Buenos Aires, Argentina** on **Saturday evening, December 2, 2017**, to arrive on **Sunday, December 3, 2017** 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.
- Additional cost for single room occupancy at students' own expense; accommodation must be at 5-star hotels for double room occupancy in **Santiago, Chile and Buenos Aires, Argentina**. All hotels must be in major commercial centers near shopping, restaurants and other cultural activities.
- 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, per person.



**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. 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.
- 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 an offeror 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.

**PROPOSED TRIP ITINERARY:**

**Friday, 11/24/17** – Leave Las Vegas in the morning. Please allow no more than a four and a half (4 ½) hour transit time at connecting airports.

**Saturday, 11/25/17** – Late morning/early afternoon arrival in **Santiago, Chile** and check into 5-star hotel. Welcome Dinner.

**Sunday, 11/26/17** – All day cultural experience in **Santiago, Chile**, to be proposed by travel agency and confirmed by EMBA.

**Monday, 11/27/17** – Two business visits in the vicinity of **Santiago, Chile**.

**Tuesday, 11/28/17** – Half day guided city tour of **Santiago, Chile**. Afternoon flight depart for **Buenos Aires, Argentina**. Provide transfer from airport and check into 5-star hotel.

**Wednesday, 11/29/17** – Two business visits in the vicinity of **Buenos Aires, Argentina**.

**Thursday, 11/30/17** – Morning business visit in the vicinity of **Buenos Aires, Argentina** followed by afternoon cultural experience proposed by travel agency and confirmed by UNLV.

**Friday, 12/1/17** – Half day cultural visit and city tour of **Buenos, Aires, Argentina**. Farewell dinner.

**Saturday, 12/2/17** – Free day. Depart late afternoon/early evening 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, 12/3/17** – Arrive in Las Vegas.

Travel agency will be required to arrange all business visits, as well as provide guides and transportation for business visits. For events and cultural activities specified in the itinerary, vendor organizes, provides guides, and all transportation.

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

**SECTION E**  
**PRICING RESPONSE FORM**

Detailed written summary of how your firm can meet the requirements specified in Section D, Scope of Work.

Specifications should be attached to the completed Pricing Response Form (Section E).

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) Breakfast for 7 days (**Sunday, 11/26/17 - Saturday, 12/2/17**).  
Include beverage and meal gratuities

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

- 2) Lunch for 6 days (**Sunday, 11/26/17 - Friday, 12/1/17**).  
Include two non-alcoholic beverages and meal gratuities

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

- 3) Welcome dinner on **Saturday 11/25/17** & Farewell dinner on **Friday, 12/1/17**.  
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, 11/24/17** to arrive late morning or early afternoon **Saturday, 11/25/17** in **Santiago, Chile**

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

- 2) Afternoon flight departure from **Santiago, Chile** to **Buenos Aires, Argentina** on **Tuesday, 11/28/17**

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

- 3) Depart **Buenos Aires, Argentina** by air on **Saturday late afternoon, 12/2/17**, to arrive **Sunday, 12/3/17** in Las Vegas

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

- 4) Airport porter fees/gratuities

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

***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, 11/25/17**, through **Saturday, 12/2/17** for 7 nights at **5-Star** hotels in **Santiago, Chile and Buenos Aires, Argentina** in major commercial centers near shopping, restaurants and cultural activities.

**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 **Santiago** and **Buenos Aires** with refreshments and 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 for all aspects of seminar. Gratuities for tour guides and bus drivers to be addressed in #9. All tours include paid admission for cultural visits in **Santiago, Chile** and **Buenos Aires, Argentina**. Please see Proposed Itinerary in Section D, Scope of Work, for additional information.

**Cost per Person**1) **Saturday, 11/25/17** pick-up group at airport, including Luggage, and transfer in to hotel in **Santiago**. Transportation to welcome dinner.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

2) **Sunday, 11/26/17**: All day cultural experience in **Santiago**.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

3) **Monday, 11/27/17**: Two business visits in **Santiago**.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

4) **Tuesday, 11/28/17**: Half-day city tour of **Santiago**. Transportation to afternoon flight departure for **Buenos Aires**.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

5) **Wednesday, 11/29/17**: Two business visits in **Buenos Aires**.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

6) **Thursday, 11/30/17**: Morning business visit in **Buenos Aires**, followed by afternoon cultural experience.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

7) **Friday, 12/1/17**: Half day cultural visits and city tour of **Buenos Aires**. Transportation to farewell dinner.

Group A: \$\_\_\_\_\_ Group B: \$\_\_\_\_\_

8) **Sunday, 12/2/17**: Bus transfer to airport, including luggage, in **Buenos Aires**.

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 (I and II)**

**Group A:** \$\_\_\_\_\_ **Group B:** \$\_\_\_\_\_

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**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:** \$\_\_\_\_\_

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**GRAND TOTAL COST PER PERSON:  
INCLUDING MEALS, TRAVEL ITINERARY, LAND  
ITINERARY, BUSINESS VISITS AND CULTURAL  
EXPERIENCES**

**Group A:** \$\_\_\_\_\_ **Group B:** \$\_\_\_\_\_

**MISCELLANEOUS/ ADDITIONAL REQUESTS**

- 1) Optional extension to **Montevideo, Uruguay** including 5-star hotel accommodations for 3 nights and 4 days (**12/2/17** to **12/5/17**) 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 **Montevideo** for **Las Vegas**. Cost of extension to be paid directly to travel vendor by students.

**Cost per person:**

**Group A\*:** \$\_\_\_\_\_ **Group B\*:** \$\_\_\_\_\_

(\* **Group A = at least 10 participants; Group B = at least 15 participants**)


- 2) Depending on when the flight departs from **Buenos Aires, Argentina**, we may need to keep two (2) rooms for half a day on **Saturday, 12/2/17**, for the students to freshen up and change their clothing before transfer to the airport.

**Total cost:**

**\$**\_\_\_\_\_

- 3) Percent due on confirmation of itinerary: \_\_\_\_\_%
- 4) Balance due \_\_\_\_\_ calendar days prior to departure.
- 5) Obtain all necessary visas for trip \$\_\_\_\_\_ per person

# **EXHIBIT A** **SAMPLE CERTIFICATE OF INSURANCE**

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		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><b>IMPORTANT:</b> 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 #: _____		
INSURED		INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____		
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>	
<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 HAVE BEEN REDUCED BY PAID CLAIMS.</p>				
INSR. LTR.	TYPE OF INSURANCE	ADOL. SEGR. (IND. W/O)	POLICY NUMBER	POLICY PER. (MM/DD/YYYY)
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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			COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	<input type="checkbox"/> <input type="checkbox"/>		EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/OWNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe above DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> M/A		<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>PROFESSIONAL LIABILITY</b> PROJECT SPECIFIC (If applicable) <input type="checkbox"/>	<input type="checkbox"/>		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS				
<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>		
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: _____		

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# UNLV | PURCHASING & CONTRACTS

## 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, Lee Business School, Executive MBA Program, (**"UNLV"**) and (**INSERT NAME OF COMPANY**), a (**INSERT STATE AND E.G. CORPORATION, LIMITED LIABILITY COMPANY**) ("Contractor"), and is based on the following facts:

### RECITALS

UNLV requires travel provider services.

On **Month Day, 2017**, UNLV issued its Request for Proposal No. 698-CM (the **"RFP"**) seeking proposals from qualified Proposers to provide travel provider services.

On **Month** \_\_, 2017 Contractor submitted a proposal (**"Proposal"**) in response to the RFP.

On \_\_\_\_\_, 20\_\_\_\_, UNLV selected Contractor's proposal 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"**).

##### C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. Should UNLV exercise

its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

## ARTICLE II SCOPE OF CONTRACT

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

In the event of conflict among any of the terms and conditions set forth in any of 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,

This Contract, together with all attachments, addenda, and exhibits, the RFP, the Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and the Proposal (including all modifications, but not including any legal terms and conditions) constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, (3) Contractor's Best and Final Offer (including all modifications, but not including any legal terms and conditions), and (3) (4) the Proposal (including all modifications, but not including any legal terms and conditions). Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

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

## ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract

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

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.

Prices are to remain firm for the Initial Term of this Contract. In the event Contractor would like to request a price increase the following procedures apply.



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- 1) Contractor should send a written notice requesting an increase a minimum of ninety (90) calendar days prior to the expiration of the then current Contract Term.
- 2) Contractor should submit with the request, supporting documentation which may include updated manufacturer's list prices, copies of applicable indexes, etc. Other documentation may be required.
- 3) Any allowable price increases will take effect at the beginning of the new Contract Term.
- 4) UNLV alone shall determine whether a price increase will be allowed for the applicable Renewal Term, but in no event shall any Renewal Term unit prices for any Services or materials increase by more than five percent (5%) above the price of the proceeding Term.
- 5) In the event of a decrease, Contractor is responsible for passing along the savings to UNLV.

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

### **ARTICLE IV DEFAULT**

#### **A. DEFAULT BY CONTRACTOR**

UNLV shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable actions to mitigate expenses, and Contractor shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Contractor, the UNLV reserves the right to hold Contractor responsible for any actual, consequential, or incidental damages.

#### **B. DEFAULT BY UNLV**

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

### **ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION**

#### **A. INSURANCE**

**REVIEW RMS WEBSITE TO ENSURE THAT THE AMOUNTS ARE CORRECT AND ADD ANY ADDITIONAL INSURANCE REQUIRED FOR THIS CONTRACT (PROFESSIONAL LIABILITY, CRIME INSURANCE, ETC.). OBTAIN RMS APPROVAL IF NECESSARY.**

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.

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

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

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers’ Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers’ Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers’ Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications  
Contractor shall:
- Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;

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- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days' prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
  - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
  - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
  - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 8) Ensure the Primary Policy complies as follows–
- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
  - Any Contractor's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -
1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
  2. Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements
- Prior to the start of any work, Contractor must provide the following documents to UNLV:
- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Contractor;
  - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
  - Waiver of Subrogation Endorsement;
  - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
  - Loss Payee Endorsement.

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

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

**C. INDEMNIFICATION**

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

**ONLY USE THIS PARAGRAPH IF VENDOR INSISTS ON NSHE INDEMNIFYING THEM**

To the extent permitted by Nevada Law (including NRS 41.0305 to NRS 41.039) **(ADD – “..and regardless of choice of law,” if you are cutting and pasting into a vendor document)**, NSHE/UNLV shall indemnify, defend, and hold harmless Contractor from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, arising either directly or indirectly from any act or failure to act by NSHE/UNLV or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract. NSHE/UNLV will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. NSHE/UNLV’s indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

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

**B. ASSIGNS AND SUCCESSORS**

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

**C. COMPLIANCE**

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

**D. CONFIDENTIALITY**

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

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

Contractor shall immediately inform UNLV by telephone at (702) 895-1886, by email at [informationsecurityoffice@unlv.edu](mailto:informationsecurityoffice@unlv.edu), and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware.

**OPTION 1:** [Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and UNLV User Data received hereunder upon termination or expiration of this Contract.] **(OPTION 2:** [In the event of termination or expiration of this Contract for any reason, Contractor shall provide UNLV with an extract of all UNLV customer/user data in a text-based format, such as a MySQL database export or a set of CSV files as soon as practicable, but in no event later than thirty (30) days after termination. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

#### **E. DEBARMENT/SUSPENSION STATUS**

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

#### **F. EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **G. GOVERNING LAW**

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

jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

#### **H. HEADINGS AND INTERPRETATION**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words “will” and “shall” denote a mandatory requirement or obligation. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular. The words “including,” “including without limitation,” and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

#### **I. INDEPENDENT CONTRACTOR**

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

#### **J. MODIFICATION**

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

#### **K. NOTICES**

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

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

Contractor as follows:

**(INSERT NAME AND ADDRESS OF CONTRACTOR)**

#### **L. OWNERSHIP OF MATERIALS**

By signing this Contract, Contractor acknowledges that any materials and/or UNLV customer/user data that may result from its efforts, as related to this Contract, are the property of UNLV and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. As applicable, Contractor shall provide good title to any applicable Deliverable(s) **(DEFINE- X Report(s), or Study, etc. shall constitute a “Deliverable(s)” somewhere in the Contract, putting it in the Scope is fine)**, 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).

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

#### **M. TAXES, LICENSES AND PERMITS**

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

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

#### **N. TERMINATION FOR CONVENIENCE**

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

#### **O. SEVERABILITY**

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

#### **P. 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.

**Q. 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 15<sup>th</sup> 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.

## **R. JOINDER**

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

## **S. 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.

## **T. SUSTAINABILITY**

- c) 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 Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- d) UNLV may request Contractor to provide reports related to sustainability on all goods and services provided. 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.
- a) 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.

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

**APPROVED:**

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:

\_\_\_\_\_  
**TYPE IN NAME & TITLE OF PERSON FROM DEPARTMENT**

\_\_\_\_\_  
Date

**APPROVED:**

BY:

\_\_\_\_\_  
Sharrie Mayden, C.P.M., Director of Purchasing and Contracts

\_\_\_\_\_  
Date