



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

**REQUEST FOR PROPOSAL 666-CP
FOR EMBA INTERNATIONAL TRIP: WARSAW, POLAND, PRAGUE, AND CZECH
REPUBLIC**

RELEASE DATE: Monday, March 14, 2016

LAST DAY FOR QUESTIONS: Monday, March 25, 2016 @ 5:00PM

LAST DAY FOR ADDENDA : Friday, March 30, 2016 @ 5:00PM

OPENING DATE, TIME and LOCATION: Tuesday, April 12, 2016 @ 3:00PM

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

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

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

Christie Putman, Purchasing Analyst
christie.putman@unlv.edu
Phone: 702-895-3894
Fax: (702) 895-3859

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

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for travel provider services from a global, well established, world class provider. The selected provider will be arranging travel for the Executive Masters of Business Administration (EMBA) department trip to Warsaw, Poland, Prague, and Czech Republic.

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 Contract s.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.
PRICING OR ROYALTY	

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RESPONSE FORM

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

GENERAL TERMS
AND CONDITIONS

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

MINIMUM CONTRACT TERMS

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

UNLV

University of Nevada, Las Vegas

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

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

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 or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFP may result in your Proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

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

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

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

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

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- 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

Total Possible Points **100**

- 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 require deadlines, and meet the Trip Requirements described in Section D. Scope of Work/Specifications. Include a detailed description of any hotel accommodations, the expedition ship and shipboard accommodations.
 - d. Identify names, responsibilities and qualifications of staff that will be providing support for the service being requested. Including any education, specialized training or certifications the individuals may have or the organization may possess.
 - e. Provide details if staff has worked in Warsaw, Poland, Prague, and Czech Republic 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 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 Royalty Fee payment, as applicable.

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.

- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior Contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

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

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

10. **FREIGHT TERMS**

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

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

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

Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**

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

- (5) 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.
 - (6) 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.
 - (7) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

17. **SUSTAINABILITY**

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

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption
- c) 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.
- d) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

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

SECTION D
SCOPE OF WORK/SPECIFICATIONS

INTRODUCTION:

The University of Nevada, Las Vegas (UNLV), 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 **Warsaw, Poland and Prague, Czech Republic** for students and faculty attending the EMBA 720 International Seminar held from **November 25, 2016 to December 4, 2016**. 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 six (6) 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, at a minimum, can meet the following list of requirements.

Please provide a detailed written summary of how your company meets these requirements:

- has at least 10 years of experience organizing international business trips for MBA or EMBA programs;
- will provide an experienced (10 or more years) travel agent/coordinator with expertise in travel to **Warsaw, Poland and Prague, Czech Republic**;
- is experienced in handling professional business groups up to 30 people (number includes any faculty/administrators participating);
- will arrange academic content through the coordination of no less than six (6) business meetings, office visits, lectures or presentations during the course of the trip;
- will 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;
- provide evidence of General Liability insurance in all the limits as specified;
- 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;
- 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.
-

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- Provide travelers' advice on necessary health documents including information on required inoculation and vaccines;
- can coordinate all necessary visas;
- will ensure all students depart Las Vegas together on **Friday, November 25, 2016** to arrive in **Warsaw, Poland** on **Saturday, November 26, 2016**;
- will maintain a 24/7 emergency service line, staffed by trained travel professionals;
- will provide 24/7 phone access to a U.S. based physician;
- will arrange for meals (daily breakfast at the hotel, 6 lunches, and 3 dinners) with meal gratuities included in the price of the trip and two drinks (soft drink or bottled water) per meal;
- will arrange all 5-star hotel accommodation and double room occupancy in **Warsaw** and **Prague**. Bell hop gratuities to be included in the proposal. Hotels to be located near areas of interest and restaurants;
 - 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
- will provide full-time, English-speaking guides experienced in handling professional business groups for the entire trip;
- will handle all aspects of seminar logistics including, but not limited to: transportation, 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;
- will coordinate a three (3) day optional extension package from **Saturday, December 3, 2016 to Monday December 5, 2016** in **Vienna, Austria** to be paid at the students' expense with costs paid directly to the travel agency;
- has 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;
- can identify how communication will be handled with the group regarding travel, world or personal emergencies;
- will identify how and when US currency shall be converted, UNLV shall not be charged any taxes or fees assessed as a result of any international conversion or transfer of funds;

SPECIFICS:

- **Friday, November 25, 2016** - Depart Las Vegas in the morning with arrival in **Warsaw, Poland preferable late morning on Saturday, November 27, 2016.**
- Depart **Warsaw, Poland**, by night train, first class cabins, for **Prague, Czech Republic on Tuesday evening, November 29, 2016.**
- Depart **Prague, Czech Republic** on **Saturday evening, December 3, 2016**, to arrive on **Sunday, December 5, 2016** 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 **Warsaw, Poland and Prague, Czech Republic.**
- 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.

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, 11/25/16** – Leave Las Vegas in the morning. Allow no more than a four and a half (4 ½) hour transit time at connecting airports.
- **Saturday, 11/26/16** – Morning arrival in **Warsaw, Poland**, transfer and check into 5-star hotel. Welcome Dinner.
- **Sunday, 11/27/16** – All day cultural experience in vicinity of **Warsaw, Poland**.
- **Monday, 11/28/16** – Two business visits in the vicinity of **Warsaw, Poland**.
- **Tuesday, 11/29/16** – Morning business visit. Half day guided city tour of **Warsaw, Poland**. Group dinner. Night Train departure, first class cabins, for **Prague, Czech Republic**.
- **Wednesday, 11/30/16** – Transfer from train to 5-star hotel, for a.m. check-in. Afternoon business visit in the vicinity of **Prague, Czech Republic**.
- **Thursday, 12/1/16** – Two business visits in the vicinity of **Prague, Czech Republic**.
- **Friday, 12/2/16** – Full day cultural visit and city tour of **Prague, Czech Republic**. Farewell Dinner.
- **Saturday, 12/3/16** – Free day. Depart late afternoon/evening for Las Vegas. Provide 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.
- **Sunday, 12/4/16** – 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.

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: 23 to 28 travelers** and **Group B: 29 - 34 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, 11/27/16 - Saturday, 12/3/16).
Include beverage and meal gratuities | Group A: \$_____ Group B: \$_____ |
| 2) Lunch for 6 days (Sunday, 11/27/16 - Friday, 12/2/16).
Include two non-alcoholic beverages and meal gratuities | Group A: \$_____ Group B: \$_____ |
| 3) Welcome Dinner on Saturday 11/26/16 , group dinner on Tuesday 11/29/16 , and Farewell Dinner on Friday, 12/2/16 .
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, 11/25/16 to arrive late morning Saturday, 11/26/16 in Warsaw, Poland | Group A: \$_____ Group B: \$_____ |
| 2) Night train departure, first class cabins, from Warsaw, Poland to Prague, Czech Republic on Tuesday, 11/29/16 | Group A: \$_____ Group B: \$_____ |
| 3) Depart Prague by air on Saturday late afternoon / evening, 12/3/16 to arrive Sunday, 12/4/16 in Las Vegas | Group A: \$_____ Group B: \$_____ |
| 4) Airport/Train 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, 11/26/16, through **Saturday, 12/3/16** for six* (6) nights at **5-Star** hotels in **Warsaw, Poland and Prague, Czech Republic** near major attractions and restaurants

**Tuesday 11/29/16 sleeping accommodating included on night train*

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 **Warsaw** and **Prague** 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

Land 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 **Warsaw, Poland** and **Prague, Czech Republic**. Please see Proposed Itinerary in Section D, Scope of Work, for additional information.

Cost per Person

- 1) All airport and bus departures and arrivals, including luggage transfer in **Warsaw, Poland** Group A: \$_____ Group B: \$_____
- 2) **Saturday, 11/26/16:** Transportation to Welcome Dinner Group A: \$_____ Group B: \$_____
- 3) **Sunday, 11/27/16:** All day cultural experience in **Warsaw, Poland** Group A: \$_____ Group B: \$_____
- 3) **Monday, 11/28/16:** Two business visits in **Warsaw, Poland** Group A: \$_____ Group B: \$_____
- 4) **Tuesday, 11/29/16:** Morning business visit in **Warsaw, Poland**
Afternoon city tour, transportation to night train departure for **Prague, Czech Republic** Group A: \$_____ Group B: \$_____
- 5) **Wednesday, 11/30/16:** Transportation to hotel, afternoon Business visit in **Prague, Czech Republic** Group A: \$_____ Group B: \$_____
- 6) **Thursday, 12/1/16:** Two business visits in **Prague, Czech Republic** Group A: \$_____ Group B: \$_____

7) **Friday, 12/2/16:** All day cultural visits and city tour of **Prague, Czech Republic.** Transportation to Farewell dinner Group A: \$_____ Group B: \$_____

8) All airport and bus departures and arrivals including luggage transfer in **Prague, Czech Republic** 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: \$_____

BUSINESS VISIT COORDINATION

In collaboration with EMBA program administrators, develop an academically enriching program with no less than six (6) executive speakers, business visits, presentations and/or factory tours.

1) Cost per business visit Group A: \$_____ Group B: \$_____

TOTAL FOR BUSINESS VISIT COORDINATION Group A: \$_____ Group B: \$_____

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

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

MISCELLANEOUS/ ADDITIONAL REQUESTS

1) Optional extension, location **Vienna, Austria**, including 5-star hotel accommodations for 2 nights and 3 days (**12/3/16** to **12/5/16**) including breakfasts, train and all airport transfers, hotel and ½ day cultural tour. Allow no more than a four and a half (4 ½) hour layover to connect with flight departing from **Vienna, Austria** for Las Vegas, NV. 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) Percent due on confirmation of itinerary: _____%

3) Balance due _____ calendar days prior to departure.

4) Obtain all necessary visas for trip \$_____ per person

**EXHIBIT A
SAMPLE CERTIFICATE OF INSURANCE**

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

ACORD 25 (2014/01)

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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, (**INSERT DEPARTMENT NAME**) ("**UNLV**") and (**INSERT NAME OF FIRM**), ("**Contractor**"), and is based on the following facts:

RECITALS

UNLV requires travel provider services.

On March 14, 2016, UNLV issued its Request for Proposal No. 666-CP (the "RFP") seeking proposals from qualified Proposers to provide travel provider services.

On April __, 2016 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

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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,

#2 [ALTERNATIVE]

Contractor shall provide the services as further described in Exhibit A, as modified by Contractor's Best and Final Offer, attached as Exhibit B **ADD AS APPLICABLE** (the "**Services**" which shall include any applicable Deliverable(s)). **[IF THERE ARE DELIVERABLES, SUCH AS REPORTS, OR MARKETING MATERIALS, DEFINE AS XXX SHALL CONSTITUTE THE DELIVERABLES]**

ADD THE BELOW TO BOTH #1 AND #2 ABOVE

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) **[INSERT AS APPLICABLE. DO NOT INCLUDE "BEST AND FINAL," UNLESS THERE IS A BEST AND FINAL]** constitutes the entire agreement **MAKE SURE THIS IS THE CASE** 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) **[ADD OR DELETE AS APPLICABLE ONLY INCLUDE "BEST AND FINAL" IF THERE IS ONE! NOTE- IF THE CONTRACTOR'S PROPOSAL INCLUDES A SAMPLE CONTRACT, LET THE ATTORNEY REVIEWING IT KNOW SINCE THIS SAMPLE CONTRACT MAY NEED TO BE EXCLUDED.]** 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. **IF THIS CONTRACT IS A FIRM AWARD AND NO ADDITIONAL SCOPES OF WORK WILL BE ALLOWED DELETE THIS PARAGRAPH**

ARTICLE III CONSIDERATION

(INSERT FORMULA FOR DETERMINING HOW THE CONTRACTOR WILL BE PAID)

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

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

or

2) [is estimated to be X [, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder] (ADD THIS SENTENCE ONLY IF NO MINIMUM SPEND)]

or

3) [The amount to be paid to Contractor for work performed under this Contract is estimated to be \$X. The total amount for Contractor's Proposal shall not exceed X. Notwithstanding the foregoing, UNLV, at its sole discretion may request additional Y at the same unit pricing.]

Except as expressly provided for herein, all Contractor prices are inclusive of expenses.

IF THIS CONTRACT IS A FIRM AWARD AND NO ADDITIONS WILL BE ALLOWED DELETE HIGHLIGHTED SECTION BELOW

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. **[DEFINE HOW THIS WILL WORK AND HOW THE CONTRACTOR WILL BE COMPENSATED. IF APPLICABLE, PUT IN AN HOURLY RATE, OR AN HOURLY RATE TO BE NEGOTIATED BY THE PARTIES BUT NOT TO EXCEED X. ALWAYS SPECIFY IF EXPENSES WILL BE PAID OR NOT].**

[IF APPLICABLE INCLUDE PRICE ESCALATION IF NOT APPLICABLE DELETE THIS SECTION. IT'S ALWAYS BEST TO ALLOW NO PRICE INCREASE FOR ANY RENEWAL TERM.]

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.

- 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.

[ASK MICHAEL MEANS- MAY NEED FOR CONSULTING ETC.]

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

[Insert if Contractor will (or could if we asked for additional services) have access to any sensitive UNLV data or UNLV User Data]

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;
 - 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–

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- 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.

[ADD THE BELOW LANGUAGE IF YOU THINK IT IS POSSIBLE THAT CONTRACTOR WILL GET UNLV USER DATA TO COMPLY WITH NSHE REQUIREMENTS. IF THERE IS PUSHBACK YOU MAY REMOVE, ONLY IF YOU CONFIRM THAT CONTRACTOR WILL HAVE NO ACCESS TO UNLV USER DATA]

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**").

[ADD FOLLOWING IF THERE IS A BAA ATTACHED-] and, the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”); the Health Insurance Portability and Accountability Act of 1996, Public Law 104-19 1 (“**HIPAA**”) and regulations promulgated by the U.S. Department of Health and Human Services (the “**HIPAA Regulations**”). Contractor also agrees to comply with all laws and regulations as set forth in more detail in Exhibit X of this Contract which Contractor shall contemporaneously execute.

[ADD THE FOLLOWING INSTEAD IF THERE IS HEALTH INFORMATION BUT THE CONTRACT IS A COOPERATIVE AGREEMENT WITH ANOTHER NSHE INSTITUTION AND SO NO BAA IS NEEDED-] To the extent applicable to this Contract, Contractor and UNLV agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d (“**HIPAA**”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “**Federal Privacy Regulations**”), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements.”, including the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”) that was adopted as part of the American Recovery and Reinvestment Act of 2009. Contractor and UNLV agree not to use or further disclose any Protected Health Information (as defined in 42 USC 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Contractor and UNLV shall make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

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

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

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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).

[ADD IF UNLV IS RECEIVING OWNERSHIP OF A STUDY, DOCUMENT, OR OTHER DELIVERABLE. DEFINE DELIVERABLE. IF A CONSULTING CONTRACT AND THE DEPARTMENT DOESN’T REQUEST A SPECIFIC FINAL REPORT, ETC., YOU MAY WANT TO PUT THE FOLLOWING IN THE SCOPE- Consultant shall participate in conference calls with UNLV and/or provide details of its findings via written summaries, charts, or reports as may be requested by UNLV. Any such written summaries, charts, findings, final reports or media summaries shall constitute a Deliverable(s).]

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. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

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

[REPLACE THE ABOVE PARAGRAPH AND USE THE BELOW PARAGRAPHS ONLY IF IT IS LIKELY UNLV WILL ALLOW CONTRACTOR TO USE MARKS TO ADVERTISE OR PROMOTE A SEMINAR OR EVENT, ETC. IT IS BEST TO DETAIL WHO WILL NEED TO APPROVE WHAT AND HOW.]

Contractor acknowledges and agrees that the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of NSHE/UNLV, and shall only be used in accordance with this Contract. UNLV hereby grants Contractor a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein and not for Contractor's own promotional purposes without the prior written approval of UNLV. Contractor may only display the Marks in the manner approved in advance by UNLV **[IT IS BEST TO SPELL OUT IN THE CONTRACT OR STATEMENT OF WORK WHAT THE APPROVAL PROCESS IS OR TO ATTACH THE PERMITTED MARKS THAT CAN BE USED]** and the license to use the Marks shall terminate the earlier of i) the conclusion of the applicable XXXX **[ONLY USE i) IF THERE IS A SHORT-TERM PROMOTION OR EVENT THAT IS SHORTER THAN THE CONTRACT TERM, OTHERWISE DELETE i)];** ii) the termination of this Contract, or iii) UNLV's written revocation of the use of the Marks (email acceptable).

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("**MWDBE**") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Contractor must provide, at a minimum, annual reports listing expenditures with

MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:

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

3) Definitions:

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

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

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

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

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

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

S. 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.

T. AUDIT

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

(ONLY ADD IN THE BELOW SECTION IF THERE WILL BE CONTRACTORS ON CAMPUS THAT ARE ROUTINELY PROVIDING SERVICES IN UNLV OFFICES, AT THE STUDENT UNION OR OTHER SUCH AREA IN CLOSE PROXIMITY TO STUDENTS OR FACULTY OR USING UNLV EQUIPMENT OR FACILITIES.)

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Contractor shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Contractor shall ensure that all Contractor personnel providing the Services (which shall include Contractor principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Searches by UNLV representatives may be made of persons, personal effects, lockers, or other storage areas on UNLV Premises to detect evidence of unlawful substances or prohibited items which must not be brought onto UNLV Premises. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Contractor and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

(ADD BELOW IF THIS IS A THE CONTRACTOR IS SUPPLYING ELECTRONICS, ETC. OR THIS A BIG CONTRACT THAT IS THE SUBJECT OF AN RFP OR IFB)

V. 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.

[ONLY ADD IN BELOW IF PURCHASING SOFTWARE OR APPLICATION OR SOFTWARE DEVELOPMENT SERVICES]

X. NO MALWARE WARRANTY

Contractor warrants and represents that to the best of its knowledge and belief, that the links, data, CD-Roms, products, Deliverables and materials provided hereunder are free of viruses, trojans, use-driven destruction mechanisms, disabling devices, and malware, and that all products, CD-Roms, Deliverables, data and materials provided do not infringe on the intellectual property rights of any third party.

[ONLY ADD IN BELOW IF CONTRACTOR WILL BE HOSTING SENSITIVE DATA OR PPI. WE CAN USUALLY AGREE THAT IT WILL BE STORED IN EUROPE OR TAKE OUT THE COUNTRY REQUIREMENT CLAUSE AND INSTEAD ALLOW US TO TERMINATE IF THEY MOVE IT TO A COUNTRY OR PROVIDER THAT IS NOT ACCEPTABLE]

Y. DATA STORAGE

All UNLV User Data stored by Contractor shall be stored in the U.S. or Canada; encrypted at rest; and logically separated from Contractor's other customer data. All UNLV User Data shall be stored by Contractor in a SAS 70 or SSAE 16 (or better) certified facility. **GOOD TO INSERT THE NAME OR LOCATION OF CURRENT PROVIDER HERE.** Contractor shall notify UNLV in writing at least five (5) days before UNLV User Data is relocated to another facility and provide UNLV with the address and name of the new facility. In the case of an emergency, Contractor shall promptly notify UNLV if the UNLV User Data has been relocated and provide the address of the new facility. Contractor shall have the capacity to leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances; to manage encryption keys on behalf of UNLV; and shall maintain key management procedures. Any websites used to access or provide the Services shall be HTTPS using SSL encryption.

Z. UPTIME (OPTIONAL, USE IF SERVICES ARE PROVIDE ONLINE, ESPECIALLY IF IT IS IMPORTANT THOSE SERVICES CAN BE ACCESED OFTEN. IT CAN BE USED WITH SLA CREDITS)

For the avoidance of doubt and notwithstanding anything to the contrary herein, UNLV shall be entitled to terminate this Contract and be entitled to a pro-rata refund in the event that the website or online Services has less than a 99.5 % uptime for any given month or for six or more consecutive days

aa. PCI COMPLIANCE (RARELY APPLICABLE, USE ONLY IF CREDIT CARD REFERENCE DATA IS USED. IF CREDIT CARD DATA IS PROCESSED ANY DIFFERENTLY LET CONTRACTS COUNSEL KNOW BECAUSE DIFFERENT LANGUAGE MAY BE REQUIRED. CREDIT CARD PROCESSING VENDORS ARE REVIEWED BY CAMPUSGUARD VIA CHRIS VITON)

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Contractor acknowledges and agrees that its systems, software and Services are compatible with the web merchant gateway vendor Authorize.net. Contractor shall encrypt all credit card data processed under the Contract, and pass any funds) via UNLV's merchant gateway vendor (currently Authorize.net, but subject to change). Contractor warrants and represents that it will only have access to and store credit card reference data, rather than actual credit card data. Contractor represents that it (and any solutions provided) is and shall remain throughout the Term, PCI compliant with the Payment Card Industry Data Security Standard ("PCI DSS"), as may be amended or revised from time to time. In the event that Contractor is no longer PCI compliant, Contractor shall promptly notify UNLV in writing, and UNLV shall have the option to terminate the Services with no penalty.

bb. REMOTE ACCESS (IF CONTRACTOR'S ONLY ACCESS TO PII IS THROUGH REMOTE ACCESS FOR TROUBLESHOOTING)

All remote access to UNLV systems shall be monitored by the UNLV and Contractor shall immediately disconnect the access to UNLV systems after providing the requested assistance. In no event shall Contractor keep or download any UNLV data or UNLV User Data from the systems except as necessary and only for the duration necessary to provide the Services.

cc. MAINTENANCE (ONLY ADD THIS CLAUSE IF CONTRACTOR RESERVES RIGHT TO CHANGE MAINTENANCE TERMS)

In the event that Contractor reserves the right to alter Support/Maintenance/support from time to time, such alterations shall not result in (i) diminished support from the level of Support/Maintenance/support set forth in this Contract, or if the support terms are instead set forth online and referenced herein, as set forth online at the date of execution of this Contract; (ii) materially diminished obligations for Contractor; (iii) materially diminished UNLV's rights; or (iv) higher fees during the then-current Term. Contractor shall provide UNLV with thirty (30) days' prior written notice of any permitted material changes to the Support/Maintenance/support contemplated.

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 AUTHORIZED TO SIGN Date

APPROVED:

BY:

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