



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

REQUEST FOR PROPOSAL NO. 797-KO FOR MARKETING SERVICES (“RFP”)

RELEASE DATE: Monday, February 7, 2022, 9:00 AM PST

LAST DAY FOR QUESTIONS: Thursday, February 17, 2022, 5:00 PM PST

LAST DAY FOR ADDENDA : Thursday, February 24, 2022, 5:00 PM PST

OPENING DATE, TIME and LOCATION: Thursday, March 10, 2022, 3:00 PM PST
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

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Proposals, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. All Proposals must be received on or before this date and time to be considered.

Proposals must be submitted through the NGEM, Nevada Government eMarketplace at www.ngemnv.com.

Please submit any questions or requests for additional information through the NGEM question tab or via e-mail to the following Designated Contact at the e-mail address below:

Kelly Owsley, Senior Purchasing Analyst
purchasingunlv@unlv.edu
702-895-3521

All correspondence should note the RFP number in the subject line.

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**SECTION A
GENERAL PROVISIONS**

UNLV invites interested parties to submit a Proposal for Marketing Services. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, Pricing Response Form, RFP Response Form, sample insurance if applicable, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the RFP may result in your Proposal being declared non-responsive.

UNLV is located in the city of Las Vegas and is emerging as a premier urban university. UNLV currently has over 290 undergraduate, masters, and doctoral degree granting programs and serves approximately 30,000 students. Additionally, there are approximately 4,000 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.

1. **DEFINITIONS**

- a. **"Addendum"** means a written document issued by UNLV prior to submission of Proposals in order to clarify or otherwise modify the RFP Documents.
- b. **"Affiliate"** means an entity that controls, is controlled by, or is under common control with the Company.
- c. **"Company"** means the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, limited liability company, partnership, or other legal entity, and any person(s) acting on behalf of such entity.
- d. **"Contract"** means the final agreement with the Successful Proposer, inclusive of all documents incorporated by reference therein.
- e. **"Contractor"** means the Successful Proposer who enters a Contract with UNLV and is issued a Purchase Order.
- f. **"Designated Contact"** means the person indicated on page 1 of this IFB, the Director, or a person designated by either, as applicable.
- g. **"Director"** means the University of Nevada, Las Vegas Executive Director of Purchasing and Contracts.
- h. **"NGEM System"** refers to Owner's electronic bidding system, the Nevada Governmental eMarketplace. This is a web-based system that provides RFP Documents electronically to potential Proposers and forms the pathway for interested Proposers to submit Proposals electronically in response to advertisement and RFP. The term "electronic proposal" means the Proposers' electronic response submitted on the electronic proposal to the Owner by way of the NGEM System. The term "electronic proposal" also describes the process to submit an authorized proposal electronically to Owner in response to an RFP via the NGEM System.
- i. **"Opening Date"** means the date and time of opening as set forth on page 1 of this document.
- j. **"Owner"** or **"UNLV"** means the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV").
- k. **"Proposal"** means the RFP Proposal Forms and all other materials submitted by Proposer in response to this RFP.

- l. **“Proposer”** means any party submitting a response to this Request for Proposal.
- m. **“Protestor”** means a Proposer filing a protest in compliance with the RFP requirements.
- n. **“Release Date”** means the date of issuance of an RFP Document.
- o. **“RFP Documents”** means the RFP, Exhibits thereto, the RFP Proposal Forms, and each Addendum.
- p. **“RFP Proposal Forms”** means the Pricing Response Form, the RFP Response Form, and the list of Subcontractors/Tier II Suppliers.
- q. **“Successful Proposer(s)”** means the most responsible and responsive Proposer(s) to whom UNLV has authorized the award of the Contract.
- r. **“Supplier”** means a Company that registers in the NGEM System.
- s. **“Terms of Use”** means the NGEM System terms and conditions of access and use.
- t. **“UNLV Purchasing”** means the UNLV Department of Purchasing and Contracts.

2. ACCESS AND USE OF THE NGEM SYSTEM.

- a. The NGEM System may be accessed from www.ngemnv.com. Prior to accessing the NGEM System, a potential Proposer **MUST** register as a Supplier by clicking on the Supplier Registration link and completing the registration form. **There is no cost to register or to use the NGEM System.**
- b. Use of the NGEM System is conditioned upon Proposer’s acceptance of the Terms of Use.
- c. Once registered, Suppliers will receive emails notifying of solicitation opportunities. Downloading any project bid data will automatically place the Proposer’s contact information on the proposer’s list and the NGEM System will automatically send any and all updates, changes or addenda associated with that project.
- d. Questions regarding use of the NGEM System should be directed to the Designated Contact.

**SECTION B
PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

1. SUBMISSION

- a. Proposers must use the NGEM System for the purpose of submitting Proposals and must complete all required fields. Please refer to Section A, subsection 2 for details regarding access and use of the NGEM System.
- b. An electronic Proposal can only be submitted through the NGEM System. The RFP Documents can be printed for Proposer’s use, but an electronic Proposal **MUST** be submitted through the NGEM System. Follow the directions and requirements available online.
- c. Proposals must be submitted electronically no later than the Opening Date. Proposals may not be submitted after the Opening Date, and the server clock will govern. Proposals will be publicly opened and read aloud immediately after the Opening Date at the location specified above. Proposers are solely responsible for the timely delivery of Proposals.

2. **GENERAL**

- a. Proposers are expected to examine all RFP Documents. Failure to do so will be at the Proposer's risk. Each Proposer by submitting a Proposal represents that: (i) Proposer has read and understands the RFP Documents and asserts that its Proposal is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the Opening Date or conclusion of interview, if applicable; and (ii) prior to submission of the Proposal, the Proposer shall ascertain that it has received all Addenda issued and shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the applicable RFP Proposal Form.
- b. If it becomes necessary to revise any part of this IFB, an Addendum will be posted on www.ngemnv.com and available for all Proposers to download. 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 Proposer in an Addendum.
- c. The Proposal submitted should not exceed 50 pages. Other attachments may be included with no guarantee of review. 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.
- d. Prices shall be submitted as requested in this RFP. When units are identified, the price for each unit shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the amount column for each item. In case of error in extension of price, the unit price will prevail.
- e. Alterations, modifications or variations may not be considered unless authorized by this RFP or by an Addendum.
- f. When not otherwise specified, Proposer must definitively state time of proposed delivery. Days must be calculated in consecutive calendar days.
- g. All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- h. Proposers shall take no advantage of any apparent error or omission in the RFP Documents. In the event a Proposer discovers such an error or omission, lack of clarity, or other irregularity, such Proposer shall immediately notify UNLV Purchasing. UNLV Purchasing will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFP Documents through the issuance of an Addendum.
- i. Altering any of RFP Document may render the Proposal null and void.
- j. All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in the RFP Documents unless otherwise stated. Please note that an award is not final until there is a fully negotiated signed Contract and/or a purchase order is issued by UNLV.
- k. UNLV accepts no responsibility or liability for any costs incurred by a Proposer or other person in preparing and/or submitting a response to this solicitation.
- l. UNLV reserves the right to Contract for less than all of the services identified herein and/or to reject any and all Proposals in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the Nevada System of Higher Education would be served.

3. **NO CONTACT** Proposers should direct any questions regarding the RFP to the Designated Contact. Proposers shall not contact other UNLV employees, representatives or independent contractors regarding this RFP. Any such contact may result in rejection of the Proposal.

4. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a. Unless stated otherwise within this RFP, wherever in the RFP Documents any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Proposers who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
 - b. If the specifications of each item you are proposing are the same as those stated in the RFP, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are proposing are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS PROPOSED, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE PROPOSAL. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**
 - c. UNLV alone shall determine if a substitute item is equal to what was requested, and the decision will be final.
 - d. UNLV reserves the right to consider Proposals not in exact accordance with the specifications.
5. **SAMPLES** Proposers may be required to furnish a sample of the product being offered after the Opening Date for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.
6. **INSURANCE** The Successful Proposer will be required to submit proof of insurance at the limits identified in the Contract which requirements can be found at <http://rms.unlv.edu/insurance-and-claims/insurance/contracts/>.
7. **DISCLOSURE RESTRICTIONS**
- a. The contents of your Proposal or other information submitted to UNLV are subject to public release, upon request, after the Contract award.
 - b. **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law, Nevada Revised Statutes, Chapter 239. Pursuant to NRS 239.010, et seq., each and every document provided to NSHE is presumed to be a "public record" open to inspection and copying by any person. Proposals are not to contain confidential/proprietary information. 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. If UNLV receives a public records request for documents provided by a Proposer, even if the records are marked "confidential," UNLV will not notify or provide the Proposer with an opportunity to request redactions before producing the documents that are responsive to the request. UNLV shall not in any way be liable to Proposer for the disclosure of any information contained in Proposer's response to the RFP. Furthermore, Proposer represents and warrants that any document or information it provides to NSHE does not contain proprietary or confidential information owned or controlled by a third-party.
8. **EVALUATION OF PROPOSALS**
- a. At Opening Date, all Proposals will be opened publicly, and the name of the Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.

- b. An evaluation committee shall evaluate Proposals based on the criteria listed below. UNLV reserves the right to create a “short list” of Companies to be interviewed. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.
- c. A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV’s needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.
- d. UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- e. Any letters of recommendation that are submitted with the Proposal, but not specifically requested, will not be evaluated.
- f. Proposals will be evaluated according to the evaluation criteria stated below:

#	Weighted Evaluation Criteria	Possible Points
1.	Experience, Reliability and Expertise in Higher Education or Not-for-Profit Marketing Experience	35
2.	Operating Approach/Method of Performance	30
3.	Pricing and Cost Considerations	35
	Total Possible Points	100

Experience, Reliability & Stability, and References – 35 Points

The Proposer should provide the following information about his/her Company so that UNLV can evaluate the Proposer’s stability and ability to support the commitments set forth in response to the RFP. UNLV, at its option, may require the Proposer to provide additional documentation to support and/or clarify the requested information. UNLV will evaluate the facts and may, at its sole discretion, reject a Proposal on the grounds of the past experience. The Proposer’s outline of the Company’s background should include:

- 1. How long the Company has been in business, and how long the Company has been in the business of providing marketing services to public and/or higher education institutions.
- 2. Provide a brief description of the Company (e.g., past history, present status, future plans, etc.).
 - a. Describe the corporate structure. Will an Affiliate be providing services? List companies with which you have “partnership” arrangements. Describe such arrangements.
 - b. Are there any anticipated mergers, acquisitions or divestitures of any portion of your Company’s business?
 - c. Identify the number of employees in your Company.
 - d. Within the past five (5) years has (i) Company made a general assignment for the benefit of creditors; (ii) any action been taken or suffered by Company or an Affiliate under any insolvency or bankruptcy act; (iii) the Company been placed voluntarily or involuntarily in any receivership; or (iv) has the Company defaulted on any loan or been otherwise unable to pay its debts.

- e. Within the past five (5) years have there been any liens, claims, judgments, lawsuits or other litigation (including any copyright, patent or infringement actions) filed against the Company or any Affiliate related to the proposed services/products to be provided and if so explain the nature and status.
 - f. Within the past five (5) years, have the Company or any Affiliate had a contract related to the proposed services/products to be provided terminated on the basis of a breach or default. Termination for breach or default includes a notice to stop performance for failure to adequately perform. Provide the relevant details with respect to the termination(s) including the date of termination and the other party's name, address, and telephone number.
3. What area(s) of brand communications/marketing services do you consider to be the particular forte of Proposer's Company? Are there any communications services that the Proposer's Company does not offer? Are there services that the Company routinely subcontract?
 4. Please describe Company's clientele and how you choose the clients you serve. Describe any experience in dealing with not-for-profit, public organizations, universities, college, or small budget clients. Explain any experience in providing clients products with an environmental focus.
 5. What prior experience do you have in planning and executing a comprehensive communications or marketing campaigns for a new program or product, with particular emphasis on not-for-profit, public organizations, universities, colleges or small budget clients? Describe Company's experience in researching, writing and designing marketing services to include grammar and proofreading. Provide examples.
 6. What prior experience does the Proposer's Company have in providing expertise to projects that have multiple, diverse, or sometimes competing stakeholders? Please submit no more than three samples and describe your Company's specific contributions to the projects.
 7. Discuss the overall quality of services, technical expertise, capabilities, and performance record. Provide a brief narrative of experience with high and low volume accounts and the ability to provide the services requested. How much of the work is done in-house versus being contracted or subcontracted out?
 8. List all contracts that the Proposer may have had during the last three years; list contract period of performance, contact persons, telephone numbers, e-mail address and services provided. The Proposer must grant permission to UNLV to contact the references. Do not include UNLV as a reference. Furnishing incorrect or incomplete reference information may lead to Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.
 9. Describe the Proposer's experience, expertise, and creative design in comprehensive campaigns.
 10. Describe the Proposer's experience, expertise, and innovation in digital communications, and the graphic design of digital or online media. Include information on your company's technology capabilities. Include specific examples of experience.

The Proposer is asked to:

- a. Provide a narrative on how they have used digital communications as part of an overall campaign.
 - b. Demonstrate experience developing sustainable social media programs that share, listen, and respond. Highlight how social media was used as part of a campaign, and how do you measure.
11. As part of your response, Proposer's are required to provide an example for each of the below listed items:
- a. Provide an example of a campaign and/or creative work for a sub-brand, and how it complemented or rolled up to the parent brand?
 - b. A 30-second television ad for a higher education institution or a similar ad for a not-for-profit entity. A link to the content should be provided.
 - c. A 30-second student recruitment radio spot or a similar ad for a not-for-profit entity. A link to the content should be provided.
 - d. University image/reputation print ad or similar ad for a not-for-profit entity.
 - e. Design comps of recruitment brochure, newsletter and print ad for a college or similar work for a not-for-profit entity
12. Communications Planning (exercise): (Read the background information below and answer the questions that follow):

Background

UNLV's Sports Research & Innovation Initiative (SRII) is poised to play a key role in Las Vegas' ascent into a global sports and entertainment powerhouse, forging partnerships across industry and academia to advance sports science, business, and performance. The effort, housed in UNLV's Division of Research, aligns the university's diverse work around sports and encourages interdisciplinary relationships and research. It's also a resource that will position UNLV to have a greater economic impact in the sector.

- The SRII's work is centered around eleven core pillars of excellence, including Brain Health, Diversity & Inclusion in Sport, Esports, Military and First Responder Health & Performance, PGA Golf Management, Sport & Health, Sports Betting, Sport Business, Sports Performance, Sport Psychology, and Sport Technology.
- Through faculty working with the SRII, the university has active partnerships across all professional sports organizations in Southern Nevada, it manages one of the nation's first academic programs focused on the study of esports, and it operates one of just 18 PGA-accredited golf management programs.
- Las Vegas has risen quickly to become a premier destination for professional sports. Within the past half-decade, the city already known as the home to boxing and the UFC has added NHL, WNBA, and NFL franchises, it debuted T-Mobile Arena and Allegiant Stadium, and the community repeatedly comes up as a hot name in talks of NBA, MLS, and Major League Baseball expansion.

- With new industry also comes the demand for a skilled workforce, a challenge UNLV and SRII leadership are anticipating with the Fall 2021 launch of a master's degree in intercollegiate and professional sport management. Offered through the College of Education and open to students with a bachelor's degree in any field, the program immerses students in industry-focused activities and internships.
- UNLV President Keith E. Whitfield has said of the SRII: "“As our community is quickly becoming the sports and entertainment capital of the world, it is imperative that UNLV be a leader in developing new economic and job opportunities across Nevada. Our faculty already has a long history of conducting extensive sports-related research and innovation and we will continue to grow and share that expertise worldwide.”"

Answer the following based on the background and your knowledge of communications planning

1. Identify three to five (3-5) key audiences that would need to be included in your communication plan on this topic. Explain why they are included.
2. Write two or three (2 or 3) communication objectives.
3. For two of the key audiences you identified, write:
 - a. One or two (1 or 2) strategies.
 - b. Key message(s).
 - c. Tactics you would use to deliver the message.
13. Research conducted at UNLV not only impacts the community, but is a vital component of peer institute assessment. How would you target faculty and administration of other universities to raise UNLV's academic profile?
14. Has the agency conducted any research specific to higher education that might help inform recommendations and subsequent tactics?

Operating Approach/Method of Performance – 30 Points

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

The Proposer should:

1. Describe all work and requirements necessary to accomplish the Scope of Work and the anticipated level of effort. Include a complete description of the proposed approach and methodology for the services requested. Include detailed information on what services would be provided and how they would be implemented. Provide sufficient detail to convey to the evaluation committee the Proposer's knowledge of the subjects and skills necessary to perform the requested services.
2. Proposer's response should include how the following issues will be handled. Describe your experience in providing these types of services. Give specific examples.

- 1) Discuss the Proposer's ability to meet deadlines. How does the Proposer's Company balance priorities between small and large clients?
- 2) Describe how the Proposer's Company will communicate with UNLV personnel critical information regarding job progression and completion.
- 3) How will Proposer meet short lead times? How does the Proposer's Company advise clients of anticipated turn-around time on projects? If there is a delay, who/how does the Proposer's Company notify their client?
- 4) Discuss how Proposer evaluates performance of marketing methods (digital, social media, print, broadcast, etc.) and advertising campaigns. What reporting can Proposer provide to UNLV to analyze and provide results for performance/effectiveness of marketing methods and advertising campaigns? How frequently will such reporting be provided?
- 5) Does Proposer have qualified staff available? Does the Proposer have sufficient manpower to assign to UNLV projects? Will the Proposer have a dedicated team assigned to UNLV? If so, provide their names, responsibilities and resume.
- 6) Will any of the work need to be subcontracted out? If so, what?
- 7) Does the Proposer have adequate facilities and equipment?
- 8) What "value added" services can the Proposer provide (i.e. advise better methods to reduce costs and improve services.)?
- 9) Describe, in terms of size and scope, how UNLV will rank in comparison to the Proposer's other clients.
- 10) Does Proposer have a Nevada Business License?

PRICING AND COST CONSIDERATION – 35 Points

Complete Attachment 1, Pricing Response Form. Technical and Financial Proposals should be submitted as separate documents. Note: no cost information is to be included in the Proposer's technical proposal.

9. LATE PROPOSALS

- a. Formal, advertised RFP's indicate the Opening Date by which the Proposals must be received through the NGEM System. Proposals received after that time will be rejected
- b. Proposer is responsible for ensuring sufficient time to complete an electronic submittal. UNLV is not responsible for internet or server failures.
- c. If manual copies of Proposals are requested in the RFP Documents, manual copies must be received by the Opening Date at the Campus Services Building, Room 235B in addition to making the electronic submission through the NGEM System. Any Proposals received after the Opening

Date 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 Opening Date as specified in the RFP Documents.

10. WITHDRAWAL OF PROPOSAL

Any Proposer may request withdrawal of a Proposal prior to the scheduled Opening Date provided the request for withdrawal is submitted to UNLV Purchasing in writing, or the Proposer presents themselves in person with proper identification to UNLV Purchasing and verbally requests the Proposal be withdrawn and signs for its receipt

11. ACCEPTANCE PERIOD

The Proposer agrees to a minimum of 120 calendar day acceptance period from the Opening Date or conclusion of interview, if applicable.

12. 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. 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.
- b. UNLV and its UNLV Purchasing reserve the right to enter into discussions with any one, 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.
- c. UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple Contractors.
- d. UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all Proposals in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.
- e. A signed purchase order mailed (or otherwise furnished) to the Successful Proposer(s) within the time for acceptance specified in the RFP, results in a binding contract without further action by either party and/or a formal Contract may be entered between the Successful Proposer(s) and UNLV.
- f. The terms and conditions contained in the Form Contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Form Contract, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any 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 the Proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of the Proposal, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- g. If after the award the Successful Proposer fails to furnish the items as listed on the purchase order, that Proposer may be removed from UNLV's bidder list for a period of one year.

- h. 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 Contractor(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting Contract.

13. DISQUALIFICATION OF PROPOSERS

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

- a. Failure to use the RFP Proposal Forms furnished by UNLV. Electronic proposal submissions will always be on the most current version.
- b. Lack of signature by an authorized representative on the RFP Response.
- c. Failure to properly complete the RFP Response Forms or to comply with any applicable reporting requirements.
- d. Evidence of collusion among Proposers.
- e. Unauthorized alteration of the RFP Response Forms.
- f. Failure to submit requested documents required in the RFP Documents.
- g. Failure to furnish proof of receipt of any Addendum.
- h. Defaulting on prior contracts or misrepresentation by any member of the Company.
- i. Reports of poor performance on previous contracts.
- j. The quality of service, materials, equipment or labor offered does not conform to the approved plans or specifications.
- k. Failure to comply with submission instructions.
- l. Any misrepresentation in the Proposal.
- m. Contact regarding the solicitation with UNLV employees, representatives or independent contractors other than Designated Contacts.
- n. Proposer is not responsive or responsible.
- o. The public interest would be served by such a rejection.
- p. UNLV reserves the right to waive any minor informality or irregularity.

14. PROTESTS

Any Proposer 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 five (5) business days after the date the recommendation (intent) to award a contract is issued by the Owner or authorized representative. If the protest is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director, such appeal must be made in writing to UNLV Senior Vice President, Business Affairs within five (5) business days from the date of the letter issued by the Director. The decision of UNLV Senior Vice President, Business Affairs will be final. UNLV Senior Vice President, Business Affairs need not consider protests unless this procedure is followed.

To be considered, all protests must identify the following:

- 1) The name, address, and telephone number of the Protester,
- 2) The signature of the Protester,

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- 3) Identification of the solicitation title and number being protested,
- 4) A detailed written statement setting forth the specific reasons the Protester believes the applicable provisions of the law were violated. (copies of relevant documents should be included), and
- 5) The form of relief requested.

The Protester shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted, or other security submitted, with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base Proposal submitted by the Proposer filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this Contract until a determination is made by UNLV on the protest.

An unsuccessful Proposer may not seek any type of judicial intervention until UNLV has made a determination on the protest and awarded the Contract.

Neither UNLV nor its authorized representatives are liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Proposer, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted, or other security submitted, with the protest must be returned to the Protester. If the protest is rejected a claim may be made against the bond, or other security submitted, by UNLV in an amount equal to the expenses incurred by UNLV because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to Protester.

SECTION C
GENERAL TERMS AND CONDITIONS

1. 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.

2. 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.

3. CONFIDENTIAL TREATMENT OF INFORMATION

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this RFP. It is the Proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved.

4. CONFLICT OF INTEREST

Companies submitting a Proposal in response to this RFP are certifying that they have 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.

5. DEFAULT OF CONTRACT

In case of default of the selected 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.

6. FAILURE TO FURNISH AT SPECIFIED PRICE

If a Successful Proposer fails to furnish any item at the price specified in the Proposal, 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 Suppliers to whom RFP's are sent, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total price of all items on which Proposal was submitted, as the Director may determine.

7. 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:
 - i. 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.
 - ii. 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
 - iii. This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b. Any award from this RFP that results in a Contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the Contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:
 - The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
 - A description of the goods or services purchased
 - The amount of expenditures with the subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30)
 - The reporting information must be available to UNLV by September 15
- c. Definitions
 - i. 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.
 - ii. 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.

- iii. 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.
 - iv. 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.
 - v. 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.
 - vi. 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. A Contractor with other contracts with UNLV should report in accordance with the above requirements if the aggregate annual spend of UNLV exceeds One Million Dollars (\$1,000,000).
 - e. All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

8. 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.

9. ACCESSIBILITY

As applicable, Successful Proposer shall demonstrate that the services, products, and/or software meet the accessibility standards set forth in WCAG 2.0 A&AA (also known as ISO standard, ISO/IEC 40500:2012) and Section 508 of the Vocational Rehabilitation Act by providing UNLV with a completed [Accessibility Statement](#). To the extent that the products, service, or software fails to meet the WCAG 2.0 A&AA and/or Section 508 accessibility standards, Successful Proposer shall describe, by using the [Accessibility Roadmap](#), its plan for product/service/software compliance.

10. EQUAL EMPLOYMENT OPPORTUNITY

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

11. IMMUNIZATIONS

Except as otherwise provided below, to the extent this Contract requires Contractor, employees of Contractor, or any subcontractor to perform any type of in-person work, including, but not limited to, the practice of medicine and health care, consulting, training, construction, maintenance, and vendor services, on property owned or leased in any capacity by the NSHE and/or UNLV, or at an event sponsored by NSHE or UNLV, any and all employees of Contractor or subcontractor who will perform such in-person work must have completed a COVID-19 vaccination series before they will be permitted on the aforementioned property. By executing this Contract, Contractor represents and warrants that it is solely responsible for compliance with this provision and such compliance shall occur before any contractor or subcontractor employee covered by this provision enters NSHE or UNLV property. Failure to comply is a material breach of this Contract which, if not fully cured within thirty (30) days after UNLV's written notice of breach, entitles UNLV to exercise its termination rights and relieves UNLV of any payment obligation under the terms of this Contract. Failure to comply with this provision shall not be deemed a valid excuse or justification for Contractor to fail to timely complete the work specified herein. A "completed COVID-19 vaccination series" is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the NSHE Code. Within 72 hours of UNLV's written request to Contractor, Contractor shall provide to UNLV records, acceptable to UNLV in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Contractor or subcontractor performing such in-person work. Notwithstanding anything to the contrary contained above, the foregoing vaccination requirements shall not apply to any employee of Contractor working on a construction project which is not reasonably accessible to UNLV and/or NSHE employees or students, or members of the public, provided, however, that such employees shall comply with all directives of the Centers for Disease Control and Prevention, Occupational Health and Safety Administration, and the state of Nevada concerning COVID-19.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

The Nevada System of Higher Education, Business Center South is requesting agency proposals to assist in developing marketing/promotional plans and materials for the University of Nevada, Las Vegas (UNLV). Any UNLV School/College, Division/Department, Institute/Center may also utilize the resulting Contract. The UNLV Foundation or the UNLV Alumni Association, which are separate entities from the Nevada System of Higher Education, may also utilize the services of the awarded vendor. Projects will be awarded to the Contractor on an as needed basis. UNLV does not guarantee any quantity or size of projects which will be awarded as a result of this RFP. The awarded Proposer will be UNLV's primary external resource for large marketing campaigns, micro campaigns, and/or select marketing-related projects. UNLV reserves the right to use inhouse services and resources, including faculty, staff and students or other external resources for all or any part of any project.

The successful Proposer will have the ability to research, write and design UNLV, UNLV Foundation, and UNLV Alumni Association marketing services, and will meet with UNLV and be responsible for, among other things, the grammar and proofreading of all products produced.

UNLV's goal is to:

1. Reinforce/Enhance the brand it has established.
2. Increase awareness and understanding of:
 - a. The quality education offered by UNLV.
 - b. The positive effect UNLV is having on the community
 - c. UNLV's research efforts and how they are benefiting the community, state, and region, positive effect on the community, and its reputation as a Carnegie R1 institution.
3. Establish and/or maintain marketing programs for academic units.

PROJECTS

UNLV

1. Designing and Copywriting:
 - a. Recruitment print ads;
 - b. Image/reputation print ads;
 - c. Administration brochures and other print materials;
 - d. Student recruitment brochures and other print materials.
2. Developing scripts and producing television/radio ads.
3. Media placement.
4. Social media campaigns
5. Web design
6. Other marketing projects
7. Public Relations or General Communications

Consistent with university policy and for economies of scale, all printing of documents shall be brokered through the UNLV Integrated Graphics Services Department (formerly known as Reprographics).

UNLV Foundation/Alumni Association/Colleges or Schools/Institutes or Centers

1. Design, develop, and/or write annual reports, capital campaign materials, and/or newsletters.
2. Design and/or develop marketing materials associated with the annual Foundation Dinner or similar-type functions, special events, Foundation dinner package, including the invitation and program.
3. Video production

Evaluation of Contractor Performance

UNLV's central brand marketing division shall evaluate the overall performance of the Contractor on an annual basis and to determine if Contract will be extended. The evaluation criteria may include, but is not limited to, creative and concept work, production quality, project deliverables, overall execution and skills of Contractor, client services and account management, and financial solvency of Contractor.

UNLV will request that Contractor provide key performance indicators and/or analytics for campaigns. UNLV also may already request that Contractor provide earned media value.

Additional Information on Past Spend

Historically, the budget breakdown between professional services, production and media spend has been as follows: approximately 70% for media buy(s), 20% for production, and 10% for professional services.

There is no specific budget set aside. The annual budget for media purchases has historically ranged between \$150,000 and \$250,000. One of the challenges UNLV has had as a public, urban university is dedicating consistent funds to the advertising budget.

The current split between digital and traditional is approximately 50% digital and 50% traditional.

The current budget split between traditional channels has been approximately 70% television, 25% print, and 5% radio.

The success of campaigns is typically measured via qualitative metrics, digital analytics, student enrollment, fundraising, and stakeholder surveys or feedback.

ATTACHMENT 1
PRICING RESPONSE FORM

Provide pricing as requested below. Define all related expenses necessary to accomplish each project as listed herein. Prices submitted by Proposer must include travel, lodging, meals, and any other associated costs of the Proposer. It is expected that UNLV will request that the selected Contractor provide costs on a per project basis. A rate schedule for follow-on and/or additional services should be based on an hourly rate.

The successful Proposer (Contractor) shall be required to submit a detailed written proposal for performing each requested project with a “not to exceed” fee proposal to UNLV for its review and approval. All unit pricing and commissions shall be based upon pricing provided in Contractor’s RFP response. The “not to exceed” proposal shall be broken down into specific hours and shall identify all costs to perform the service(s) and accomplish the work. UNLV’s approval of such a proposal shall be in writing and communicated through the issuance of a purchase order through UNLV’s Purchasing Department.

I. Media Placement

The estimated annual net cost for UNLV media purchases ranges between \$150,000 to \$250,000. Please note that the ongoing COVID-19 pandemic may negatively impact budgets and related media buys.

UNLV understand that advertising agencies receive a discounted cost for purchases and charge a commission to their clients for all media placement services. All proposers need to indicate the percentage commission charged based on the NET cost of media purchase (the actual discounted cost paid by the agency) by completing the following table. Please use the table below to provide a tiered commission schedule based on the total Net cost of media purchase by UNLV and the UNLV Foundation such that as total media purchases increase, percentage commission charged decreases.

Annual Net cost for all media purchases (UNLV, NSC, and UNLV Foundation)	Percentage Commission Charged based on the Annual Total Net Cost of Media Purchase
\$0 - \$25,000	_____ %
\$25,000 - \$50,000	_____ %
\$50,000 - \$75,000	_____ %
\$75,000 - \$100,000	_____ %
\$100,000 - \$125,000	_____ %
\$125,000 - \$150,000	_____ %
\$150,000 - \$175,000	_____ %
\$175,000 - \$200,000	_____ %

\$200,000 - \$225,000	_____ %
\$225,000 - \$250,000	_____ %
\$250,000 - \$275,000	_____ %
\$275,000 - \$300,000	_____ %
\$300,000 - \$325,000	_____ %
\$325,000 - \$350,000	_____ %
\$350,000 - \$375,000	_____ %
\$375,000 - \$400,000	_____ %
\$400,000 - \$425,000	_____ %
\$425,000 - \$450,000	_____ %
\$450,000 - \$500,000	_____ %
\$500,000 +	_____ %

II. Product Costs

Proposers are required to submit a budget for the following projects:

Assume UNLV will provide the photography and bid the printing. For each of the three projects below, Proposers should provide costs for concept, design and copywriting; an explanation of how costs are determined, and any assumptions used to determine the costs. Costs should assume **three** rounds of revisions. Define all related expenses necessary to accomplish each project as listed herein.

- 1. Four-color, eight page brochure \$ _____
- 2. Print ad \$ _____
- 3. Sixty-second radio ad \$ _____
- 4. Approximate cost per minute for basic video production \$ _____
- 5. Client meetings \$ _____
- 6. Creative Design \$ _____

III. Additional Questions

Please answer the following questions:

- 1. How does the Proposer’s Company bill (project, hour, or retainer)? Please explain.

2. Provide a complete list of your rates. Please provide information on any discounts associated with volume of work received. For instance, does Proposer provide reduced rates/discounts if the total spend with UNLV reaches certain levels?
3. Prices are to remain firm for the Initial Term of this Contract. If hourly rates are to change in subsequent yearly contract renewals, indicate the maximum annual increase per year, expressed as a percentage.

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.
4. Has the Proposer ever operated outside of the traditional paid fees and commission model? For example, has the Proposer ever entered a paid-for-performance or results-based compensation arrangement? Please explain.
 5. Provide any recommendations for containment of costs associated with the Contract.

**ATTACHMENT 2
 BID/RFP RESPONSE FORM**

Company Name: _____	Solicitation No.: _____
Nevada Business License No.: _____	Business License Exp.: _____
Address: _____	City: _____
State: _____ Zip Code: _____	Phone No.: _____ Fax No.: _____
Contact Person: _____	Email: _____
NSHE Supplier Number: _____	Federal Tax ID No.: _____

Please check the appropriate box(es) in accordance with General Terms and Conditions:

BUSINESS STATUS (Attach certifications)

<input type="checkbox"/> Minority Business Enterprise (MBE)	<input type="checkbox"/> Small Business Enterprise (SB)
<input type="checkbox"/> Women-Owned Business Enterprise (WBE)	<input type="checkbox"/> Local Business Enterprise (LBE)
<input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)	<input type="checkbox"/> Not Applicable (N/A)

ACKNOWLEDGEMENT OF ADDENDA:

The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this IFB/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 stated. The undersigned acknowledges receipt of the following addenda:

Addenda No. _____	Dated: _____	Addenda No. _____	Dated: _____	Addenda No. _____	Dated: _____
Addenda No. _____	Dated: _____	Addenda No. _____	Dated: _____	Addenda No. _____	Dated: _____

DEBARMENT/SUSPENSION STATUS

1. The Bidder/Proposer certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body.
2. The Bidder/Proposer agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred, or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of its bid/proposal but prior to the award of the Purchase Order/Contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this solicitation shall be noted in writing, and attached to the bid/proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the excepted requirements, the Bidder/Proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there any exceptions to this bid/proposal? Yes _____ No _____

Signature	Print Name and Title	Date
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**ATTACHMENT 3
LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS**

BID/RFP NO.: _____ COMPANY NAME: _____

HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2

If anticipated to exceed \$1,000,000 at any time during the life of the contract provide the following reporting information:

Bidder/Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder/Proposer shall 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 IFB/RFP is issued.

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 IFB/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

1. CONSIDERED SUBCONTRACTORS/TIER 2 SUPPLIERS

Company Name: _____	Federal Tax ID No.: _____
Nevada Business License No.: _____	Business License Exp.: _____
City: _____ State: _____	Phone No.: _____
BUSINESS STATUS (Attach certifications)	
_____ Minority Business Enterprise (MBE)	_____ Small Business Enterprise (SB)
_____ Women-Owned Business Enterprise (WBE)	_____ Local Business Enterprise (LBE)
_____ Disabled Veteran Business Enterprise (DVBE)	_____ Not Applicable (N/A)
Certification No.: _____	Issued By: _____

Company Name: _____	Federal Tax ID No.: _____
Nevada Business License No.: _____	Business License Exp.: _____
City: _____ State: _____	Phone No.: _____
BUSINESS STATUS (Attach certifications)	
_____ Minority Business Enterprise (MBE)	_____ Small Business Enterprise (SB)
_____ Women-Owned Business Enterprise (WBE)	_____ Local Business Enterprise (LBE)
_____ Disabled Veteran Business Enterprise (DVBE)	_____ Not Applicable (N/A)
Certification No.: _____	Issued By: _____

2. UTILIZED SUBCONTRACTORS/TIER 2 SUPPLIERS

Company Name: _____	Federal Tax ID No.: _____
Nevada Business License No.: _____	Business License Exp.: _____
Duns & Bradstreet No.: _____	_____
City: _____	State: _____ Phone No.: _____
BUSINESS STATUS (Attach certifications)	
_____ Minority Business Enterprise (MBE)	_____ Small Business Enterprise (SB)
_____ Women-Owned Business Enterprise (WBE)	_____ Local Business Enterprise (LBE)
_____ Disabled Veteran Business Enterprise (DVBE)	_____ Not Applicable (N/A)
Certification No.: _____	Issued By: _____

UNLV | PURCHASING & CONTRACTS

EXHIBIT A FORM CONTRACT FOR THE RFP FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for one (1) year, unless otherwise terminated in accordance with this Contract (“**Initial Term**” or “**Term**”).

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for up to four (4) additional one-year terms (“**Renewal Term(s)**” or “**Term(s)**”).

C. CONTRACT EXTENSION

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

ARTICLE II SCOPE OF CONTRACT

Contractor shall provide the services as set forth below and as further described in the RFP, as modified by accepted alternates (the “**Services**” which shall include any applicable Deliverable(s)). This Contract, together with all attachments, addenda, and exhibits, the RFP, and any accepted alternates constitutes the entire agreement between the parties and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. Contractor agrees to be bound by any warranties and representations made by Contractor in the Proposal and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Contractor in its Proposal, as applicable.

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

ARTICLE III CONSIDERATION

The amount to be paid to Contractor for work performed under this Contract is estimated to be **X**, but UNLV is not required to purchase a minimum amount or quantity of work or Services hereunder.

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

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

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, and 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

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

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office ("**ISO**") form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

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

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) "The Board of Regents of the Nevada System of Higher Education" must be named as an Additional 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.

5) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence, unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

6) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:

UNLV RFP 797-KO

- 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 or email copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.
- 7) Ensure the Primary Policy complies as follows–
- 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 insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 8) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Contractor has an obligation to insure on behalf of UNLV.
- 9) 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.
- 10) 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);
 - 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.

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 (whether by ownership or license) to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV's prior written approval.

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

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. CONFLICT OF INTEREST

CONSULTANT ACKNOWLEDGES THAT EMPLOYEES AND MEMBERS OF NSHE SHALL NOT RECEIVE ANY COMPENSATION, IN ANY MANNER OR FORM, NOR HAVE ANY VESTED INTEREST, DIRECTLY OR INDIRECTLY, OF ANY KIND OR NATURE INCONSISTENT WITH LOYAL SERVICE TO THE PUBLIC. CONSULTANT SHALL PROVIDE PROMPT WRITTEN NOTICE OF ANY AND ALL RELATIONSHIPS TO WHICH CONSULTANT BECOMES AWARE THAT MIGHT BE A CONFLICT OF INTEREST. CONSULTANT REPRESENTS AND WARRANTS THAT CONSULTANT SHALL NOT CAUSE A VIOLATION OF NEV. REV. STAT. § 281A.400.

G. 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, sexual orientation, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination laws, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Contractor in breach of this Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Contractor.

H. 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.

I. 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.

J. 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.

K. 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.

L. NOTICES

Written notices required under this Contract shall be sent by certified mail (return receipt requested), a nationally recognized overnight courier with tracking capability, or by email to the following:

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

Contractor as follows:

(INSERT NAME, ADDRESS, AND EMAIL ADDRESS OF CONTRACTOR)

M. OWNERSHIP OF MATERIALS

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

N. 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.

O. 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.

P. 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.

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

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 UNLV 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 UNLV Marks in the manner approved in advance by UNLV and the license to use the UNLV Marks shall terminate the earlier of i) the termination of this Contract, or ii) UNLV's written revocation of the use of the UNLV Marks (email acceptable).

R. 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.

S. 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.

- 4) A Contractor with other contracts with UNLV should report in accordance with the above requirements if the aggregate annual spend of UNLV exceeds One Million Dollars (\$1,000,000).

T. 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.

U. 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.

V. 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.

W. 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 Contractor share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) 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.

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.

Y. IMMUNIZATIONS

Except as otherwise provided below, to the extent this Contract requires Contractor, employees of Contractor, or any subcontractor to perform any type of in-person work, including, but not limited to, the practice of medicine and health care, consulting, training, construction, maintenance, and vendor services, on property owned or leased in any capacity by the NSHE and/or UNLV, or at an event sponsored by NSHE or UNLV, any and all employees of Contractor or subcontractor who will perform such in-person work must have completed a COVID-19 vaccination series before they will be permitted on the aforementioned property. By executing this Contract, Contractor represents and warrants that it is solely responsible for compliance with this provision and such compliance shall occur before any contractor or subcontractor employee covered by this provision enters NSHE or UNLV property. Failure to comply is a material breach of this Contract which, if not fully cured within thirty (30) days after UNLV's written notice of breach, entitles UNLV to exercise its termination rights and relieves UNLV of any payment obligation under the terms of this Contract. Failure to comply with this provision shall not be deemed a valid excuse or justification for Contractor to fail to timely complete the work specified herein. A "completed COVID-19 vaccination series" is given the same meaning as in Title 2, Chapter 12, Section 4(C) of the NSHE Code. Within 72 hours of UNLV's written request to Contractor, Contractor shall provide to UNLV records, acceptable to UNLV in its sole discretion, of a completed COVID-19 vaccination series for any and all employees of Contractor or subcontractor performing such in-person work. Notwithstanding anything to the contrary contained above, the foregoing vaccination requirements shall not apply to any employee of Contractor working on a construction project which is not reasonably accessible to UNLV and/or NSHE employees or students, or members of the public, provided, however, that such employees shall comply with all directives of the Centers for Disease Control and Prevention, Occupational Health and Safety Administration, and the state of Nevada concerning COVID-19.

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

(TYPE IN THE NAME OF THE CONTRACTOR. CONTRACT.)

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

BY: _____
Jean M. Vock, Senior Vice President, Business Affairs Date

BY: _____
Keith E. Whitfield, President Date

APPROVED AS TO LEGAL FORM:

BY: _____
Elda Luna Sidhu, General Counsel