



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

**REQUEST FOR PROPOSAL 573-RD
FOR OUTSOURCING INTERCOLLEGIATE ATHLETIC TICKETING SALES AND SERVICES**

RELEASE DATE: Monday, April 1, 2013

LAST DAY FOR QUESTIONS: Monday, April 8, 2013, 5:00 PM PDT LOCAL TIME

LAST DAY FOR ADDENDA : Friday, April 12, 2013, 5:00 PM PDT LOCAL TIME

OPENING DATE, TIME and LOCATION: Wednesday, April 17, 2013, 3:00 PM PDT LOCAL TIME

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

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

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

Rhonda Dale, Purchasing Analyst
Rhonda.Dale@unlv.edu
Phone: 702-895-1578
Fax: (702) 895-3859

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

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SECTION A
INTRODUCTION

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for Outsourcing Intercollegiate Athletic Ticketing Sales and Services. UNLV is interested in contracting with a Company to bring in new accounts and ticket sales on a commission only basis.

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

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

3. **TERMINOLOGY**

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

COMMISSION OR
PRICING RESPONSE FORM

Proposer form submitted in Section E defining the commissionable percentage payments for Proposer (“Proposer Payment” or “Proposer Commission” or “Contractor Commission”) and the related commission fee payments to UNLV (“UNLV Commission Fee” or “Commission Fee”).

GENERAL TERMS

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

MINIMUM CONTRACT TERMS

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

UNLV

University of Nevada, Las Vegas

NSHE

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

BOARD OF REGENTS

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

COMPANY(IES)

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

INSTITUTIONS

“Institutions” shall mean universities/colleges/educational institutions in the U.S. similar in size to UNLV, have event venues similar in size to UNLV’s event venues, and/or are in the same athletic conference as UNLV.

SECTION B
SUBMISSION INSTRUCTIONS

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

1. **PREPARATION AND SUBMISSION**

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

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

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

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

2. **EVALUATION OF PROPOSALS**

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

invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

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

Weighted Evaluation Criteria	Possible Points
1. Qualifications of Proposer	25
2. Proposed Approach	25
3. References	10
4. Pricing Response Form (in separate sealed envelope)	40
Total Possible Points	100

To be considered for award, all Proposals should include the following information. Proposer should restate each of the items listed below and provide their response immediately thereafter. All information should be presented in the listed order:

1. QUALIFICATIONS OF PROPOSER

- a) Describe the history of your ticketing sales Company as this relates to its experience and success in representing outsourced ticketing programs for similar Institutions.
- b) Provide a detailed explanation of the reasons why your Company is best capable of managing UNLV Athletics Department outsourced ticketing sales and services as described in Section D. Scope of Work/Specifications (the "Services" (including any applicable Deliverables)).
- c) Provide information on the proposed outsourced ticketing sales team that would be servicing UNLV. Provide information about how the team will work with UNLV to maximize ticket sales opportunities. Include their job functions and experience. Provide information and experience about Proposer's key senior management team and department heads.
- d) Provide details how your Company would collect and analyze UNLV customer data. What philosophies would be employed to best manage UNLV's program to ensure that maximum coverage is reached across all sales categories?

2. PROPOSED APPROACH

- a) Describe all work and requirements necessary to accomplish the Services required as set forth in Section D, Scope of Work/Specifications. Include a complete description of the proposed approach and methodology for the Services requested, all requirements, and the tasks required to accomplish the Services as requested. Provide sufficient detail to convey to the evaluation committee the Company's knowledge of the subjects and skills necessary to perform the requested Services.
- b) Proposer's response should include how the following Services will be handled. Describe your experience in providing these types of Services. Give specific and detailed examples.
 - i. How will your team interact with our current ticketing staff?
 - ii. What ticket types would you take a commission on (Group, Single Game, etc.)?
 - iii. What is your Marketing/Sales plan?
 - iv. Does your marketing plan include any social media marketing? If so, describe.
 - v. How will your business model ensure commissions are only taken on new sales?
 - vi. What is your knowledge of the Paciolan ticketing system? How will you operate within our current ticketing system?
 - vii. What strategies have you implemented with regard to increasing season ticket sales?
 - viii. Describe your reconciliation and payment terms.
 - ix. What is the skill set required of your team?
 - x. Does your Company utilize any particular technologies to increase ticket sales or track commissions? If so, describe?
 - xi. Describe the size of your proposed team and specific office needs.
 - xii. Describe any measures utilized to keep UNLV customer data secure.
 - xiii. Describe any measures, practices, or policies you observe or implement to ensure that the Services comply with any laws or regulations related to marketing, such as FCRA, CAN-SPAM, or Telephone Consumer Protection Act ("TCPA"), or to generally address call recipients that want to be removed from the call list(s).
- c) Discuss the information and support that would be required from UNLV.
- d) Identify any subcontractors or affiliates which would be used during the term of a Contract with UNLV and describe their roles. Provide names, addresses and contact information.
- e) Provide any other information deemed relevant by the Proposer which should be considered in evaluating the Proposers operating approach/method of performance.

- f) Provide the name, title or position, and telephone number of the individual who would have primary responsibility for the Contract resulting from this RFP.
- g) Describe your commitment and approach to customer service for UNLV and our customers.

3. REFERENCES

Provide a list of at least five (5) client references (Institution, name, phone and email). These references should be education Institutions similar in size to UNLV and whose event venues are similar in size and scope to UNLV. For each reference, please provide the number of staff members employed and time period outsourced ticket sales have been provided.

4. PRICING

Proposers are instructed to provide their proposed Commission Fee percentage payment to UNLV (“UNLV Commission Fee” or “Commission Fee”) on the Pricing Response Form (Section E). Provide a commission Proposal on the Commission Response Form that is inclusive of all costs of doing business covered by the Proposer.

NOTE: Any Services and supplies required by the RFP, for which the Proposer does not identify costs, will be borne at the Proposer’s expense and will not be charged to UNLV.

Should the successful Proposer propose to utilize a subcontractor(s) to fulfill any of its obligations, the Proposer shall be responsible for the subcontractor’s(s): (a) performance; (b) compliance with all of the terms and conditions of the Contract; and (c) compliance with the requirements of all applicable laws.

3. LATE PROPOSALS

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

4. PUBLIC OPENING OF RFP’s

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

5. WITHDRAWAL OF PROPOSAL

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, if in the best interest of UNLV, to award to multiple vendors.
- c) The initial term of the Contract will be 2 year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4) one year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFP.
- e) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFP and/or redline the Minimum Contract Terms. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP if the exceptions are ones that UNLV cannot accept, such as exceptions to a choice of law of Nevada, or are too extensive. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may

consider Proposer's exceptions when UNLV evaluates the Proposer's response. Notwithstanding the foregoing, UNLV will consider reasonable and minor exceptions, provided such exceptions are raised during the RFP process, and are not raised in bad faith after an award is made.

- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the Term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting Contract.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.

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

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/COMMISSION RATE)**

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

10. **FREIGHT TERMS**

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

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the

equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date UNLV check is mailed.

14. **PROTESTS**

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

To be considered, all Protests must identify the following:

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

15. **SAMPLES**

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

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

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

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

- (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.

- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
- The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
- (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:
- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
 - A description of the goods or services purchased
 - The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
 - The reporting information must be available to UNLV by September 15
- c) Definitions
- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
- (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

- (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
- (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.
- (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

17. **SUSTAINABILITY**

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

18. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposer's responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100, unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies

- c) that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- d) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

UNLV Intercollegiate Athletics is interested in contracting with a Company to bring in new accounts for football and men's basketball and paying the Company on a commission only basis. The Company awarded the Contract, shall be responsible for outsourced ticket-sales services for UNLV Athletic Events, including engaging personnel to perform such ticket sales services, to include an onsite, full-time general manager and an appropriate number of account executives reporting to such general manager who will participate in athletic sales activities. Proposer shall be responsible, with UNLV's prior consultation, for all staff recruitment (including position postings, applicant screenings, and candidate interviews) and hiring, as well as employee relocation and human resources. Except as otherwise provided by law, or as required in the Contract, the successful Proposer/Contractor shall have sole discretion regarding any and all terms and conditions applicable to its employees or independent contractors, including, but not limited to, their scheduled work hours, pay rate(s), bonuses/commissions and benefits (if any).

Contractor shall provide the following:

- Staff training in ticket-sales (best practices), inter-department protocol/solutions, and customer service.
- Sales-campaign and marketing strategies concerning new acquisitions, partial-plan and group-ticket sales and retention, which shall be performed while working closely with UNLV, including its senior administration, ticket operations, athletic marketing, development office and other departments as identified.
- Overall sales-program management, monitoring and strategy development, including providing UNLV regular updates/progress reports on a schedule mutually agreed upon by the Parties and as reasonably requested by UNLV.
- Additional UNLV-related products sales other than tickets on an as needed basis (including, but not limited to, multi-media products such as season-highlight DVDs/videos, etc.).

UNLV will provide the following:

- Office space in the UNLVtickets call center, pursuant to the Facility Use Agreement similar to the Sample Facility Use Agreement, attached hereto as Exhibit C.
- Individual access to UNLV's full ticketing databases/systems (including current and previous season-ticket holders for all sports, single-game buyers, non-renewed season-ticket holders, approved donors, athletic department vendors, alumni, marketing and other databases/systems to be identified) for Contractor's general manager and sales representatives.
- Credentialed access for Contractor staff (including the general manager and those sales representatives mutually agreed upon by the parties) to athletic, coaching and development events.
- A mutually agreed upon number of UNLV home football, and men's and women's basketball season tickets for prospecting, client entertainment, and customer service.
- Ticket operations including seat designations, ticket printing, ticket processing, shipping services, and all ticket-payment processing.
- Access to sales and marketing materials, and a limited, revocable, nontransferable use of UNLV logos and marks and photographs for performance of the Services.

UNLV FOOTBALL SALES

	2008		2009		2010		2011		2012	
	Tickets	Revenue	Tickets	Revenue	Tickets	Revenue	Tickets	Revenue	Tickets	Revenue
Full Season RAF							1,490	\$275,613	1,450	\$271,969
Full Season Sold	4,977	\$823,883	5,288	\$809,753	6,861	\$1,013,403	3,012	\$435,857	2,757	\$397,288
Full Season Trade/Comp	1,871	\$0	1,899	\$0	1,762	\$0	2,028	\$0	1,995	\$0
Total Full Season Tickets Allocated	6,848	\$823,883	7,187	\$809,753	8,623	\$1,013,403	6,530	\$711,470	6,202	\$669,257
Mini Plans Sold	38	\$5,405	53	\$7,280	388	\$4,900	0	\$0	11	\$928
Group Tickets	12,912	\$100,929	8,627	\$100,245	10,750	\$258,361	4,125	\$100,896	6,677	\$146,875
Single Game	40,514	\$931,474	55,244	\$1,267,920	31,072	\$1,295,240	29,773	\$897,123	29,768	\$864,440
Single Games Ticket Allocation	53,464	\$1,037,808	63,924	\$1,375,445	42,210	\$1,558,501	33,898	\$998,019	36,456	\$1,012,243
Sam Boyd Stadium	2008	2009	2010	2011	2012					
Capacity	35,941	35,941	35,941	35,941	35,941					
Avg Attendance	14,013	16,197	13,497	12,265	10,249					

Football Prices

	RAF	RAF	RAF	Home	Visitor	Value Endzone					
	Section 128	RAF Section 127	RAF Section 126	Side Line	Side Line	Endzone	and 200, 201, and 236 & 237				
Season Prices	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 215.00	\$ 115.00	\$ 90.00				
Premium Game	\$ 105.00	\$ 90.00	\$ 75.00	\$ 50.00	\$ 50.00	\$ 30.00	\$ 25.00				
Regular Games	\$ 90.00	\$ 75.00	\$ 60.00	\$ 40.00	\$ 40.00	\$ 25.00	\$ 19.00				

UNLV BASKETBALL SALES

	2009-2010		2010-2011		2011-2012									
	Tickets	Revenue	Tickets	Revenue	Tickets	Revenue								
Full Season RAF					5,560	\$1,908,362.00								
Full Season Sold	6,564	\$2,356,070	6,233	\$2,333,399	992	\$661,247								
Full Season Trade/Comp	1,478	\$0	1,750	\$0	1,635	\$0								
Total Full Season Tickets Allocated	8,042	\$2,356,070	7,983	\$2,333,399	8,187	\$2,569,609								
Mini Plans Sold	456	\$63,021	314	\$37,115	508	\$86,945								
Group Tickets	2,562	\$18,825	3,022	\$22,676	3,285	\$35,230								
Single Game	58,928	\$784,222	39,626	\$833,054	46,746	\$1,210,494								
Single Games Ticket Allocation	61,946	\$866,068	42,962	\$892,845	50,539	\$1,332,669								
Thomas & Mack Center	2009-2010	2010-2011	2011-2012											
Capacity	17,957	17,957	17,957											
Avg Attendance	10,052	8,803	10,234											

Basketball Prices

Seating Type	RAF	RAF	RAF	RAF	RAF	RAF	RAF							
	Plaza 1	Plaza 2	Plaza 3	Plaza 4	Plaza 5	Plaza 6	Plaza 7	Plaza 8	Dugout	Dugout	Balcony	Balcony	End Bal	
Premiery Games	\$ 135.00	\$ 105.00	\$ 95.00	\$ 85.00	\$ 75.00	\$ 60.00	\$ 55.00	\$ 45.00	\$ 50.00	\$ 40.00	\$ 35.00	\$ 32.00	\$ 25.00	
Conference Game	\$ 125.00	\$ 95.00	\$ 85.00	\$ 75.00	\$ 65.00	\$ 50.00	\$ 45.00	\$ 35.00	\$ 40.00	\$ 30.00	\$ 25.00	\$ 22.00	\$ 20.00	
Non Conference Games	\$ 120.00	\$ 90.00	\$ 80.00	\$ 70.00	\$ 60.00	\$ 45.00	\$ 40.00	\$ 30.00	\$ 35.00	\$ 25.00	\$ 20.00	\$ 17.00	\$ 15.00	

SECTION E
PRICING RESPONSE FORM

In consideration for providing Outsourced Ticketing Services, Proposer proposes the following commission percentage payments for Proposer (“Proposer Commission”) and the related commission percentage payments to UNLV (“Commission Fee”). All Proposer Commissions/Commission Fees are calculated and based on the applicable percentage to gross sales as indicated below.

For the purposes of Ticket renewals, “After Deadline” shall be defined as after the first kickoff for Football and after the first tipoff for Men’s Basketball, and “Before Deadline” shall be defined as prior to the first kickoff for the Football season and prior to the first tipoff for the Men’s Basketball season

	YEAR 1			YEAR 2	
	Proposer Commission % Proposer	Commission Fee % UNLV		Proposer Commission % Proposer	Commission Fee % UNLV
Renewed Tickets (Before Deadline)					
Full Season w/ Donation					
Full Season w/o Donation					
Renewed Tickets (After Deadline)					
Full Season w/ Donation					
Full Season w/o Donation					
New Package Sales					
Full Season w/ Donation					
Full Season w/o Donation					
Group Sales					
Group Sales					
Totals					

SECTION F
RFP RESPONSE FORM

See attached PDF

SECTION G

LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS

See attached PDF

EXHIBIT A SAMPLE INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, Ho, Ext):	FAX (A/C, No):
INSURED	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. W/CD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT/APPLIES PER POLICY: <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (E.O. OCCURRENCE): \$ MED. EXP. (Any one person): \$ PERSONAL & ADV. INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMPROP AGG: \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (E.O. OCCURRENCE): \$500,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$ \$
	UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> DEC. <input type="checkbox"/> RETENTION S.	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE: \$ AGGREGATE: \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROMISE CONTRACTS/EXECUTIVE OFFICER/EMER EXCLUDED? (Mandatory in NH) Types credits under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATE/100% LIMITS <input type="checkbox"/> OTH. LTR. E.L. EACH ACCIDENT: \$100,000 E.L. USE/ASE - EA EMPLOYEE: \$ E.L. USE/ASE - POLICY LIMIT: \$500,000 PER CLAIM: \$500,000 MINIMAL AGGREGATE: \$1,000,000
	PROFESSIONAL LIABILITY (IF APPLICABLE)					PER CLAIM: \$500,000 MINIMAL AGGREGATE: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Board of Regents Nevada System of Higher Education 4505 Maryland Parkway Las Vegas, NV 89154	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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 ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD



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

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

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

RECITALS

UNLV _____ [**INSERT DESCRIPTION OF BUSINESS ACTIVITIES FOR WHICH UNLV REQUIRES SERVICES**].

On _____, 20____, UNLV issued its Request for Proposal No. _____ (the "**RFP**") seeking proposals from qualified Proposers to provide _____ services in connection with the _____.

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

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

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

AGREEMENT

**ARTICLE I
TERM**

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for **two (2)** years, 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 four (4) additional one (1) 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. UNLV may exercise this right by providing written notice to Contractor at least ten (10) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Contractor shall be entitled to receive consideration as provided for in this Contract, pro-rated for the period for which UNLV requests additional services.

**ARTICLE II
SCOPE OF CONTRACT**

Contractor shall provide the following services (“**Services**”):

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

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

**ARTICLE III
CONSIDERATION**

The amount to be paid to Contractor for work performed under this Contract is estimated to be (**\$ ENTER AMOUNT OF CONTRACT**).

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

All Commission Fees shall be paid to Contractor on a quarterly basis with payment due from UNLV by the 30th of the month following the end of each quarter.

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 the Contractor, the UNLV reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

B. DEFAULT BY UNLV

Contractor shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Contractor shall terminate all work and take all reasonable actions to mitigate expenses.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Contractor (which for the purposes of this Article shall include all 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)**") is required, at its sole expense, to procure, maintain, and keep in force for the duration of the 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 Offices, 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.

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers’ Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Contractor shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications
Contractor shall:
 - Have each of its insurance policies endorsed to provide ten (10) days’ notice for non-payment of premium;
 - Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can affect UNLV without sixty (60) days’ prior written notice to UNLV and the notices required by this paragraph shall be sent by certified mail to UNLV;
 - Attach a copy of this signed endorsement to the Certificate of Insurance;
 - Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
 - Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
 - Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract’s requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

- 8) Ensure the Primary Policy complies as follows–
- Contractor and parties contracting directly with UNLV must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Contractor’s insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 9) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that the Contractor has an obligation to insure on behalf of UNLV.
- 10) Ensure that its insurance policies be -
- 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
 - Currently rated A.M. Best as A - IX or better.
- 11) Provide Evidence of Insurance Requirements
- Prior to the start of any work, the 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 the Contractor;
 - Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
 - Policy Cancellation Endorsement;
 - Waiver of Subrogation Endorsement;
 - Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance; and
 - Loss Payee Endorsement.

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

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

The 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 is required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA, the Fair Credit Reporting Act ("**FCRA**"), the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM**"), the Telephone Consumer Protection Act ("**TCPA**") provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

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

D. CONFIDENTIALITY

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

Contractor acknowledges and agrees that during the Term of this Contract, it may have access to nonpublic personal information relating to an identifiable individual (such as name, postal address, financial information, email address, telephone number, date of birth, Social Security number, and other sensitive information) 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 agrees to comply with all applicable laws and regulations relating to privacy, including, but not limited to the Family Educational Rights and Privacy Act ("**FERPA**") and the Gramm-Leach-Bliley Act ("**GLBA**") Contractor shall immediately inform UNLV by telephone at

(702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any information security incident, suspected unauthorized access, or breach involving UNLV User Data of which Contractor becomes aware. Except as prohibited by law, Contractor agrees to immediately destroy all confidential data and UNLV User Data received hereunder upon termination of this Contract. Contractor agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. Contractor acknowledges and agrees that any violation of this Section is a material breach of this Contract, and entitles UNLV to immediately terminate this Contract without penalty and receive a pro-rata refund of any prepaid unearned monies paid by UNLV. This Section shall survive termination of this Contract.

E. DEBARMENT/SUSPENSION STATUS

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

F. EQUAL EMPLOYMENT OPPORTUNITY

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

In the event Contractor or its Subcontractors are found guilty by an appropriate authority to be in violation of any federal, state, or local law, UNLV may declare the Contractor in breach of the Contract and immediately terminate this Contract, and Contractor shall immediately refund UNLV any pre-paid or advance unearned monies that UNLV paid to Contractor.

G. GOVERNING LAW

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

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

Contractor shall be subject to and operate under all applicable federal, state, and municipal codes, and ordinances, including but not limited to those regarding industrial insurance and 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 such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

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

K. NOTICES

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

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

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or 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. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from this Contract and that all such materials and/or data must be transmitted, in its original and copied form, to UNLV within seventy two (72) hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data. As applicable, Contractor shall provide good title to any applicable deliverable, and Contractor shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable deliverable. Contractor warrants that it is either the owner of all methodologies used and/or deliverables transferred/licensed (as applicable) hereunder or that it has all appropriate licenses or permissions necessary to perform the Services and/or transfer/license the deliverable(s) (as applicable).

M. TAXES, LICENSES AND PERMITS

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

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada

Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION FOR CONVENIENCE

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

O. SEVERABILITY

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

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

Contractor acknowledges and agrees that the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Marks**") are the sole property of NSHE/UNLV, and shall only be used in accordance with this Contract. UNLV hereby grants Contractor a non-exclusive, non-transferrable, revocable, limited license to use the Marks solely for the purposes of performing the Services set forth herein and not for Contractor's own promotional purposes without the prior written approval of UNLV. Contractor may only display the Marks in the manner approved in advance by UNLV and the license to use the Marks shall terminate the earlier of; i) the termination of this Contract, or ii) UNLV's written revocation of the use of the Marks (email acceptable).

Q. WAIVER

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

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

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

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

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

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

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

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

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements

that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

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

S. JOINER

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

T. AUDIT

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

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

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

V. 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.
- 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.

X. NO MALWARE WARRANTY

Contractor warrants and agrees to not knowingly introduce any malware, spyware, Trojans, viruses, disabling devices, or tracking cookies onto any UNLV computer systems, or online or electronic communications with UNLV customers contacted in connection with the Services. Contractor represents and warrants that to the best of its knowledge and belief, that the links, data, CD-Roms, software, products, Deliverables and materials provided hereunder or used on UNLV computer systems in connection with providing the Services (as applicable) 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. TRANSITION

Upon expiration of the Term, Contractor agrees to assist UNLV with transitioning any reservations, reservation lists, or other such materials from Contractor to UNLV in the manner reasonably requested by UNLV.

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

APPROVED:

BY:

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

RECOMMENDED:

BY:

Jim Livengood, Athletic Director	Date
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BY:

Gerry J. Bomotti, Senior Vice President for Finance & Business	Date
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EXHIBIT C
Sample Facility Use Agreement

This Facility Use Agreement (“**Agreement**”) is made by and between _____ (“**User**”) and the Board of Regents of the Nevada System of Higher Education (“**NSHE**”), on behalf of the University of Nevada, Las Vegas (“**UNLV**”). This Agreement is contingent upon a continued Contract between the parties. In the event that the Contract is terminated, this Agreement shall automatically terminate. Any terms not otherwise defined herein shall have the same meaning as set forth in the Contract. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Contract, the terms and conditions set forth in the Contract shall prevail.

The parties entered into that certain Contract _____ (“**Contract**”), signed concurrently and pursuant to Request for Proposal, dated _____.

For good and valuable consideration, the parties hereby agree as follows:

1.0 Offices:

1.1 The term “**Offices**,” whenever used herein, means that certain office space located within the UNLV Thomas and Mack Center on the UNLV Campus, consisting of approximately one hundred thirty two (132) square feet as described in **Exhibit “C-1,”** which is attached hereto and incorporated herein by this reference.

1.2 The term “**Building**,” whenever used herein, means the Thomas and Mack Center.

2.0 Term:

The term of this Agreement shall run concurrently with the term of the Contract, unless otherwise terminated or modified as set forth therein (“**Lease Term**”).

3.0 Consideration:

There shall be no payment due from User for the use of Offices. UNLV is providing Offices to User at no cost in order to facilitate User’s performance of Services.

4.0 Use of the Offices:

4.1 UNLV hereby grants to User a temporary, nonexclusive, nontransferable license to use and occupy the Offices during general office hours for the purpose of office space to provide the Services. Use for any other purpose is prohibited without first obtaining the advance written consent of UNLV. User shall conform to and comply with all applicable local, state and federal laws in using the Offices, and will not use the Offices in any manner in contravention of any applicable laws, nor in such a manner that will increase the existing rate for property insurance for the Offices.

4.2 User will comply with Rules and Regulation for Building that are set forth in **Exhibit “C-2,”** attached hereto as incorporated herein by this reference.

5.0 Condition of Offices and Repairs:

User has examined the Offices s, knows the condition thereof, and acknowledges that User has received the Premises in good order and condition, and that no representation or warranty as to the condition or repair of the

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Premises has been made by UNLV. At the expiration of the term of this Agreement, or any renewal or extension thereof, User will yield up peaceably the Premises to University in as good order and condition as when the same were entered upon by User, reasonable use and wear excepted.

6.0 Alterations, Additions and Improvements:

User shall not make, or permit to be made, any alterations, additions, or improvements whatsoever in or about the Offices without UNLV's prior written consent.

7.0 Service to the Offices:

7.1 Where a check mark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Offices. **PLEASE NOTE THAT WHERE THE RESPONSIBILITY IS NOT NOTED, IT WILL BE DETERMINED VIA NEGOTIATION BETWEEN THE PARTIES.**

<u>UNLV</u>	<u>User</u>	
(X)	()	Water
(X)	()	Sewer
(X)	()	Refuse Removal
(X)	()	Lighting Fixtures
(X)	()	Gas
(X)	()	Electricity
(X)	()	Heating and Cooling Systems
(X)	()	Janitorial Service and Supplies Inside and Outside the Premises
(X)	()	Maintenance and Upkeep
(X)	()	Lighting Fixtures
(X)	()	Carpeting
(X)	()	Building Keys
(X)	()	Telephone Hardware, Installation, Service, Billing and Long Distance Charges
(X)	()	Data Installation Services
(X)	()	Data Network Access
(X)	()	Provide Fixtures and Equipment Necessary for the Conduct of Lessee's Business

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- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Parking – User and/or employees are responsible for obtaining UNLV parking permits. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mail Service |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Shipping & Receiving |

7.2 User shall furnish and pay for any services or supplies not itemized above.

8.0 UNLV’s Right of Entry:

UNLV shall have the right, at any reasonable time, to enter upon and inspect the Premises.

9.0 Access:

User shall have access to Building only during business hours.

10.0 User’s Insurance and Indemnification Provisions:

10.1 User shall indemnify UNLV as set forth in Article V, Section C (“Indemnification”) of the Contract.

10.2 User shall, at User’s sole expense, procure, maintain, and keep in force for the duration of this Agreement insurance conforming to the minimum requirements specified in the Contract.

11.0 UNLV’s Insurance and Indemnification Provisions:

11.1 In accordance with the provisions of Nev. Rev. Stat. (“NRS”) Chapter 41, UNLV agrees to indemnify and hold harmless User, its officers, employees and agents from and against any loss, damage, liability, claim, cost or expense to the person or property of another, lawsuits, judgments and/or expenses (but not including attorneys’ fees), arising directly or indirectly from any act or omission of University, its officers, employees or agents which may occur during or which may arise out of the performance of this Agreement.

11.2 During the term of this Agreement and any extension thereof, University shall maintain self-insurance in amounts which are in compliance with the laws of the State of Nevada and sufficient to cover University’s liability under NRS Chapter 41.

12.0 Contract Provisions Incorporated by Reference

The following provisions of the Contract are hereby incorporated by reference: Article VI, Section C (“Compliance”); Article VI, Section D (“Confidentiality”); Article VI, Section E (“Debarment/Suspension Status”); Article VI, Section F; Article VI, Section G (“Governing Law”); Article VI, Section H (“Headings”); Article VI, Section I (“Independent Contractor”); Article VI, Section J (“Modifications”); Article VI, Section M (“Taxes, Licenses and Permits”); Article VI, Section O (“Severability”); Article VI, Section P (“Use of University Name And/or Logo In Advertising”); Article VI, Section Q (“Waiver”); and Article VI, Section U (“Fitness For Duty, Inspection, and Loaned Items or Facilities”).

13.0 Assignment:

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This Agreement shall not be assigned in whole or in part to any party without the written consent of UNLV.

14.0 Termination:

Either party may terminate this Agreement with thirty (30) days written notice to the other party.

15.0 Entire Agreement:

This Agreement with all attachments and exhibits constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment must be in writing and signed by duly authorized representatives of both parties.

16.0 Notice:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, addressed as follows:

TO THE USER:

TO UNLV:

Associate Vice President for TMC/ICA Business Services
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 0026
Las Vegas, NV 89154-0026

WITH COPY TO:

Real Estate Office
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 1027
Las Vegas, NV 89154-1027

And

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

or to such other addressee as either party may designate from time to time.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____ 20__

UNIVERSITY:

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

APPROVED BY:

_____ Date: _____

USER:

APPROVED BY:

By: _____ Date: _____

Exhibit C-1

Description of Office Space

Building Name and Location: Sam Boyd Stadium Call Center
Sam Boyd Stadium

Address: 7000 E Russell Rd
Las Vegas, NV 89122

Room Number: _____

Physical Description: One (1) office cubicle of approximately 132 square feet and use of common areas within the Sam Boyd Stadium.

Exhibit C-2

**RULES AND REGULATIONS
FOR OFFICE SPACE USE**

It is agreed that the following rules and regulations shall be and are hereby made a part of this Agreement, and that User agrees that its employees and agents or any other persons permitted by User to occupy or enter the Offices will at all times abide by these rules and regulations shall operate the same as any other default under this Agreement.

1. The sidewalks, entries, passages, and stairways shall not be obstructed by User or its agents, or used by them for any purpose other than ingress and egress to and from their office and .
2. A. Furniture, equipment, or supplies shall be moved in or out of the Building only during such hours and in such manner as may be prescribed by UNLV.

B. No safe or article, the weight of which may constitute a hazard or danger to the Building or its equipment, shall be moved into the Offices. Safes and other equipment, the weight or which is not excessive, shall be moved into, from or about the Building during such hours and in such manner as shall be prescribed by UNLV, and UNLV shall have the right to designate the location of such articles in the space hereby demised.
3. The name of User and/or signs of User shall not be placed upon any part of the Offices except as provided by UNLV.
4. Water closets and other water fixtures shall not be used for any purpose other than that for which the same are intended, and any damage resulting to the same from misuse on the part of User, its agents or employees, shall be paid for User. No person shall waste water by tying back or wedging the faucets or in any other manner.
5. No animals shall be allowed in the office, halls, or corridors of the Building.
6. Bicycles or other vehicles shall not be permitted in the offices, halls, or corridors of the Building, nor shall any obstruction of sidewalks of entrances of the Building by such be permitted.
7. No person shall disturb the occupants of the Building or adjoining buildings or premises by the use of any television, radio, or musical instrument or equipment, or by the making of loud or improper noises.
8. No additional lock or locks shall be placed by User on any door in the Building unless written consent of UNLV shall first be obtained.
9. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building.
10. User shall exercise due care and within reasonable limits shall not mark upon, paint, or affix upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceiling partitions, or floors of the Premises or of the Building, and any defacement, damage, or injury caused by User, its agents or employees, shall be paid for by User.

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11. UNLV reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary and desirable for the safety, care, and cleanliness of the Premises and for the preservation of good order therein. Such rules and regulations shall be effective upon receipt of changes and/or additions.
12. The maintenance and repair of all equipment used by User will be the responsibility of User.
13. User will be subject to all UNLV/Building rules and regulations concerning safety, hazardous substances/radioactive material/ waste management and physical security of all items used in research, and will bear financial responsibility associated with use of same. Disposal of hazardous wastes generated by User will be the responsibility of User.