

UNIVERSITY OF NEVADA LAS VEGAS
Planning and Construction
4505 Maryland Parkway
Box 451027
Las Vegas, Nevada 89154

INFORMAL RFP –
PROFESSIONAL SERVICES
Project Name:
Project Number:
Date:

TYPE OF SERVICE:

Consultant Name:

Consultant type:

PROJECT MANAGER:

Phone:

(mail

PROJECT SCOPE:

PROJECT SCHEDULE:

Design:

DUE DATE:

Construction:

The following section is to be completed by the selected Consultant

CURRENT WORK LOAD SCHEDULE - Based on your firm's current workload, can your firm assign the appropriate staff to meet the project schedule? YES NO

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9. **GOVERNING LAW:** 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 Consultant expressly consents to the jurisdiction of said court. Consultant must comply with the applicable requirements of Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. To the extent a provision of this Contract is prohibited by NRS Chapter 338 or NAC Chapter 338, it is hereby deemed modified to the extent necessary to comply with the provisions of NRS Chapter 338 or NAC Chapter 338, as applicable. To the extent a provision is required to be inserted into this Contract by NRS Chapter 338 or NAC Chapter 338, it is deemed inserted.
10. **DISPUTE RESOLUTION:** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within thirty (30) days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this Section 13.7, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share

or recruitment advertising, layoff or termination , rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship. Consultant certifies that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Consultant is found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may declare Consultant in breach of this Contract and immediately terminate this Contract, and Consultant shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Consultant. The Consultant further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

17. **OWNERSHIP OF MATERIALS:** By signing this Contract, Consultant 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. Except as otherwise explicitly provided in the Proposal, Consultant shall provide good title to any applicable reports, data, applications, website development, and/or work product of any kind (collectively, "Deliverable(s) "), and Consultant shall execute any additional documents necessary to secure or renew UNLV's rights in and to any applicable Deliverable. Consultant 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 Deliverables (as applicable). As applicable, Consultant acknowledges and agrees that the Deliverable(s), for purposes of copyright law, are deemed a "work made for hire" basis as so defined within the meaning of the Copyright Act (Title 17 of the United States Code) and that, as between Consultant and UNLV, the Deliverable(s) and all reproductions thereof shall be the sole and exclusive property of UNLV free from any claims by Consultant or anyone deriving rights through them. Consultant hereby grants, sells,

