

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

REQUEST FOR QUALIFICATIONS CONSULTING SERVICES FOR THE UNLV CAMPUS FIBER INFRASTRUCTURE INSTALLATION

RELEASE DATE: March 4, 2016

OPENING DATE, TIME and LOCATION: March 9, 2016 at 2:00 p.m.

SUBMITTAL LOCATION: University of Nevada, Las Vegas

4505 Maryland Parkway

Campus Services Building, Room 235

Las Vegas, NV 89154-1033

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

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

Brandy Candelaria Assistant Director Phone: (702) 895-3521 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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Sample Certificate of Insurance

EXHIBIT A:

SECTION A INTRODUCTION

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit proposals for planning for fiber infrastructure installation between multiple buildings on campus. Services will include to verify and document existing fiber pathways both underground and in buildings per the scope of work. Design and develop bid documents for a Contractor to install necessary missing infrastructure to provide a complete fiber network.

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**

RFQ The term "RFQ" as used throughout this document will mean

Request for Qualification.

PROPOSER "Proposer(s)" as used throughout this RFQ document will mean

the respondent(s) to this Request for Qualification or you, as

applicable.

CONTRACTOR Successful Proposer(s)

CONTRACT DOCUMENTS The Request for Qualification 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 Qualification, RFQ

RFQ 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 RFQ including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments,

as applicable) stated.

UNLV RFQ 665-BC PRICING

RESPONSE FORM Proposer form submitted in Section E defining the royal

percentage payments for Proposer ("Proposer Payment") and the

related royalty fee payments to UNLV ("UNLV Royalty Fee").

GENERAL TERMS AND CONDITIONS

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

forth in Section C.

MINIMUM CONTRACT TERMS Included in this RFQ 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.

SECTION B SUBMISSION INSTRUCTIONS

UNLV invites the submission of Proposals on the material and/or services specified within this RFQ. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, Pricing or Royalty Fee Response Form, RFQ 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 RFQ may result in your Proposal being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFQ 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 RFQ, 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 **RFQ Response Form.** Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **forty (40)** pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFQ document. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFQ must be sealed and submitted in an envelope with the response form and MUST indicate the name of the Proposer, RFQ number, title as listed on the first page of the RFQ, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFQ. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the preopening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFQ or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- I) Any irregularities or lack of clarity in the RFQ 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 RFQ. Proposers who have registered with the Purchasing Department may be notified via fax as well.

- m) Altering any of this RFQ may render the Proposal null and void.
- n) Companies submitting a Proposal in response to this RFQ are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Proposal, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Proposal without further consideration.
- o) All Proposers, by signing the **RFQ Response Form,** certify that they agree to the terms and conditions set forth in this RFQ and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFQ Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFQ document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) Proposals are not to contain confidential/proprietary information. UNLV is subject to the Nevada Public Records 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 RFQ, 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 RFQ 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 RFQ 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 Description of Company Project Staff Staff Project Experience Possible Points Total Possible Points Possible Points 15 25 20 40 Total Possible Points

TAB 1 - Mandatory Pass/Fail Requirements - The Proposer(s) shall provide:

- Certification that Proposer has not been terminated from any contract for breach of contract, or had been identified as excluded from doing business with the Federal Government. Evidence of such termination will disqualify the Proposer from doing work with the University.
- 2) Evidence of holding a valid State of Nevada Business License, Engineering Licenses and other certifications, as applicable.
- 3) Evidence of required Insurance as identified in Sample Certificate of Insurance, Exhibit A, bonding capacity and other related licenses.

TAB 2 – Description of Company

- 1) Provide a brief narrative describing your company and its history. Include how long your company has been in the business of engineering services and other relevant services, volume of clients, number of employees, the ownership and if the company has ever filed bankruptcy, been in default, or if there are any pending liens, claims or lawsuits against it. If applicable, provide information on the Proposer's parent company or corporate office.
- Discuss the overall quality of services, technical expertise, capabilities, and performance record. Provide a brief narrative of experience with clients similar to UNLV and ability to provide the services requested.
- 3) Describe if Company has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Proposers non-performance or poor performance or if the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer; or (b) litigated and such litigation determined that the

Proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Proposers position on the matter. UNLV will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

TAB 3- Project Staff:

- Provide an organizational chart indicating lines of authority for the staff who will be assigned to UNLV and the relationships of staff to other programs or functions of the Company. This chart must also show lines of authority to the next senior level of Management.
- 2) Provide resumes for staff members who will be assigned to the project such as engineers, certified technical specialists, etc., and highlight the appropriate qualifications, experience, registrations and licensing.

TAB 4 – Project Experience:

- 1) Describe your experience in providing engineering services and other related services with emphasis on your experience with facilities similar to UNLV. Give at least three (3) specific examples of prior projects of similar scope and nature completed in the last five (5) years which includes General Contracting and CMAR project delivery and similar projects.
- 2) The Proposer should provide three (3) client references that are similar in size and scope to UNLV and for which requirements are similar to those specified herein. Current clients within Clark County, NV are preferred. DO NOT INCLUDE UNLV AS A REFERENCE. The information provided should, as a minimum, include:
 - a. Name and location of institution
 - b. Name and title of contact at institution
 - c. Telephone number of contact
 - d. E-mail address of contact

Furnishing incorrect or incomplete reference information may lead to Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

TAB 5 – Project Approach and Timeline

- 1) General approach for completing the scope of work.
- 2) Provide a proposed schedule based on your experience with similar projects and your understanding of UNLV's needs. Indicate how you would organize the engagement to ensure that the proposed schedule is met. Include what will be expected of the UNLV staff to complete each task.
- 3) Any other items Proposer deems appropriate to approach and timeline

3. **LATE PROPOSALS**

Formal, advertised Request for Qualification indicates 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 RFQ document.

4. **PUBLIC OPENING OF RFQ's**

At the date and time stated in this RFQ, 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 RFQ 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 one (1) year(s) ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional (4) four 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 RFQ. 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 RFQ.
- 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 RFQ. 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 RFQ. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFQ. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.

h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Proposals have been initially reviewed by UNLV. Such discussions may be for clarification of Proposal content contained in a responsive Proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFQ, unless otherwise modified.

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 RFQ.

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

- a) Failure to use the forms furnished by UNLV.
- b) Lack of signature by an authorized representative on the RFQ Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFQ Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.

- g) Failure to furnish proof of receipt of any addendum pertaining to a particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) UNLV reserves the right to waive any minor informality or irregularity.

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

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

10. **FREIGHT TERMS**

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

11. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. PROMPT PAYMENT DISCOUNTS

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

14. **PROTESTS**

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

Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

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

15. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFQ 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 RFQ 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 RFQ 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 RFQ. 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 RFQ could result in rejection of the submittal as incomplete.
- b) Any award from this RFQ 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) <u>Definition of Local Business Enterprise.</u> "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) <u>Definition of Disadvantaged Business Enterprise (DBE)</u>. "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) <u>Definition of Minority Business Enterprise (MBE).</u> "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) <u>Definition of Women-Owned Business Enterprise (WBE).</u> "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) <u>Definition of Disabled Veteran Business Enterprise (DVBE)</u>. "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
- (6) <u>Definition of Small Business Enterprise (SBE).</u> "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 RFQ 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 RFQ.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

18. TAXES, LICENSES AND PERMITS

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Proposal, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **EQUAL EMPLOYMENT OPPORTUNITY**

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

SECTION D SCOPE OF WORK/SPECIFICATIONS

UNLV (Network Development and Engineering), is seeking fiber infrastructure installation between multiple buildings on campus. In order to complete this plan the Contractor is required to document pathway availability and conduit and vault suitability for a blown fiber solution. The Contractor will further determine if the underground and in-building pathways exist for the planned installation of blown fiber conduit between multiple buildings on campus based on the fiber infrastructure design provided by UNLV (see Proposed Fiber Paths and attached drawings.

The following shall also be the responsibility of the Contractor::

- In the event that the above described planned path is not available, Contractor shall provide proofing of a secondary path designed by UNLV.
- The final planned path shall include a determination of which communication vaults will be able to house tube distribution boxes and what size boxes can be used.
- The final planned path shall Identify all existing sumitomo futureflex blown fiber infrastructure, including tube cell conduit and tube distribution boxes as well as the condition thereof. Contractor shall verify that unused tubes are clear and usable. Contractor shall cap all unused tube cells. Contractor shall note any visible problems.
 - Contractor should verify conduit is useable and install muletape between vault locations.

Upon completion, the contractor will provide a written report which contains the following information:

- Map of campus depicting available overall pathway
- Pictures of each vault and IDF room included in the design
- Size of the available conduits for each vault to vault section
- Percentage of space left in available conduits for each vault to vault section
- Size of tube-cell conduit that will fit in those conduits for each vault to vault section
- Possible location for tube distribution boxes
- Size of distribution box that will fit in those locations
- Location of all sumitomo futureflex blown fiber infrastructure including endpoints and tube distribution boxes.
 - Number of open tubes in existing Sumitomo tube cell conduit
 - Such other detail as reasonably requested by UNLV.
 - Documents should be provided in CAD format, hard copy and pdf.

The selected contractor will work closely with the customer to ensure that the customer's requirements are met.

Principles

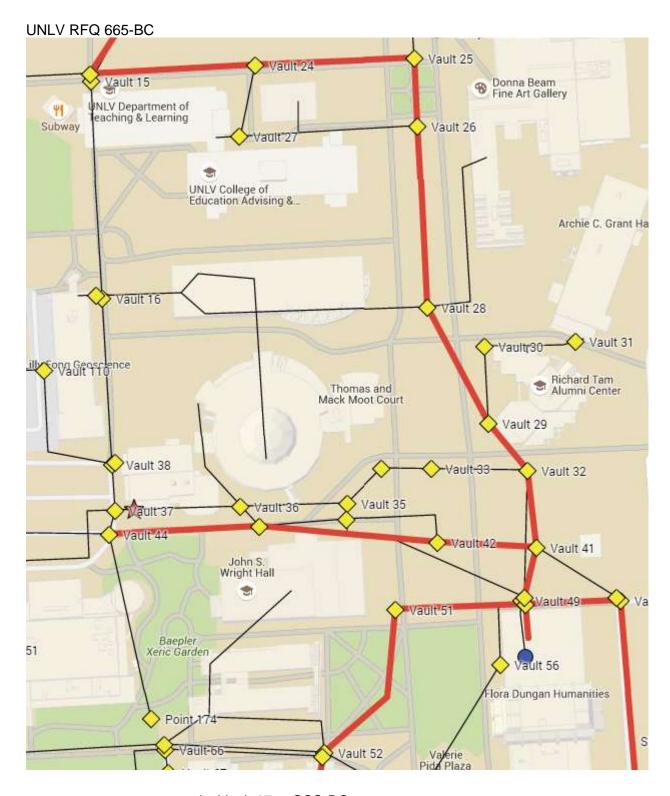
During the path proofing the contractor will operate under the following principles:

- The use of existing conduit is required. If no path exists and a secondary can't be identified UNLV will
 identify alternatives including locations for new vaults and/or conduits.
- The use of existing tube cell conduit is required where it exists. The campus has a significant installation of existing blown fiber infrastructure. The new design uses this infrastructure where possible.
- Distribution boxes will be placed in vaults where possible. A secondary location for boxes will be in nearby buildings.

UNLV RFQ 665-BC Proposed Fiber Paths

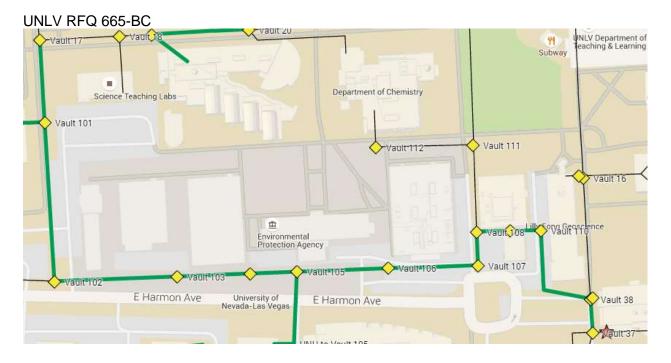
The contractor will verify that the pathways identified for each location are suitable for the planned tube cell conduit size and tube distribution location. This is a link to the Google Map of proposed overall design: https://goo.gl/wa3hFb

- 1. Backbone Conduit
 - a. East Mall
 - i. Vaults 25-29,32,41,47,48,51-52
 - ii. Planned installation 19 or 24 tube cell
 - iii. Distribution boxes wanted in vaults in 52 or 51, 47 or 48,41, 29. 28, 25
 - b. North Mall
 - i. Vaults 15, 23, 24, 25
 - ii. Planned installation 19 or 24 tube cell
 - iii. Distribution box wanted in vault 23, 25
 - iv. Special note Path from new North/South Vaults to old East/West Vaults unidentifiedc. Sidewalk between WRI and BSL
 - i. Vaults 41-44
 - ii. Planned installation 19 or 24 tube cell
 - iii. Distribution box wanted in vault 41, 43, 44
 - iv. Special note Vault 44 is in path for the Debate/TMC west addition and TDU might not need to be included

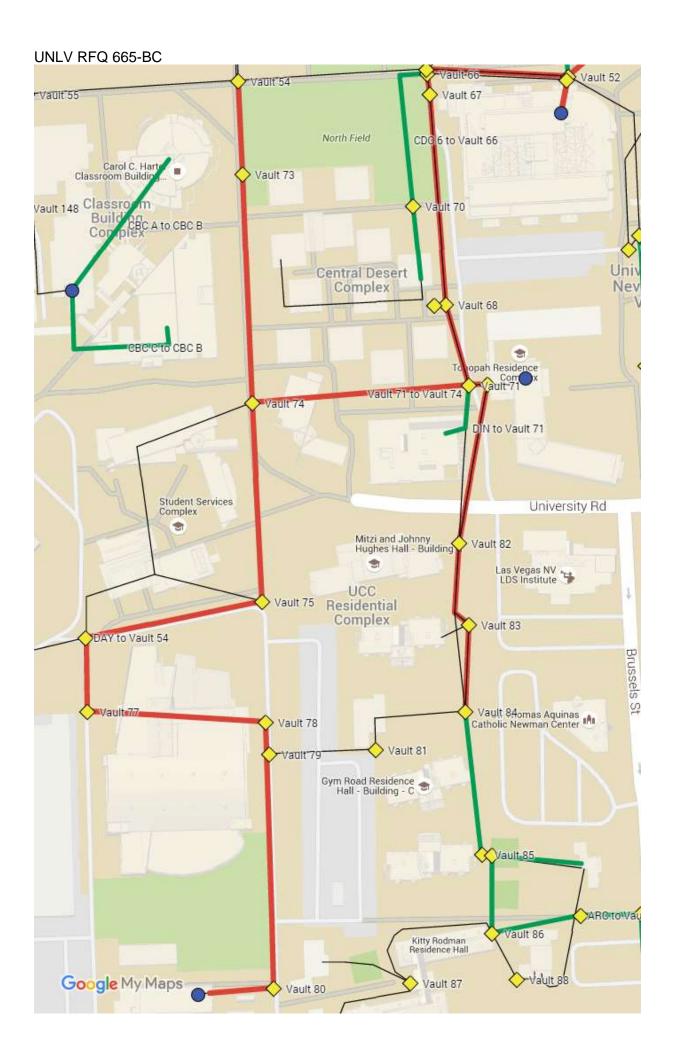


d. Vault 17 to SCS-DC

- i. Vaults 17, 101-110, 38, 37
- ii. Planned installation 7 tube cell
- iii. Distribution box wanted in vault 101, 103, 105, 108, 109
- iv. Special Note Vault 17 is in path for CDC 11&12 relocation project. Vault 101 needs to be excavated.



- e. TON to Vault 54
- i. Vaults 54, 73-80
- ii. Planned installation 24/19 tube cell
- iii. Distribution box wanted in vault 54, 74, 79
 - f. Vault 71 to Vault 74
- i. Vaults 71, 74
- ii. Planned installation 24/19 tube cell
- iii. Distribution box wanted in vault 71, 74
 - g. Residential Housing to BEH
- i. Vaults 84, 83, 82, 71, 68, 67, 65
- ii. Planned installation 24/19 tube cell
- iii. Distribution box wanted in vault 84, 74, 65



2. Core/Distro Buildings to Backbone

- a. TBE A 305 to North Mall
- i. Vaults 13, 14, 15, 23
- ii. Planned installation 19 tube cell
- iii. Distribution box wanted in vault 13, 23
- iv. Special note A path from the North/South Vaults to old East/West Vaults has not been identified. TBE data center already has a distribution box.



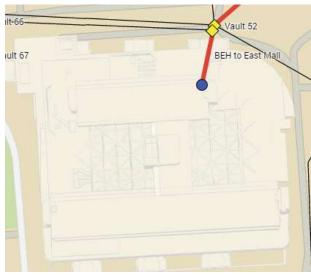
b. SCS 114 to Vault 37

- i. Vault 37
- ii. Planned installation 19 tube cell
- iii. Distribution box wanted in vault 37, SU data center

iv. Special notes - Vault 37 has (2) 7 tube conduits into SCS. We might not need to add any additional conduits but we need to verify availability

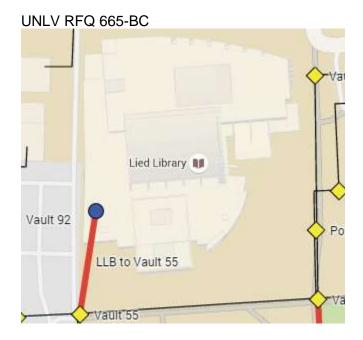


- c. BEH 125 to East Mall
- i. Vaults 52, 65
- ii. Planned installation 19 or 24 tube cell
- iii. Distribution box wanted in vault 52 or 65
- iv. Special note We know that Vault 52 is full and not a likely candidate for a distribution box. BEH MDF has existing distribution box.



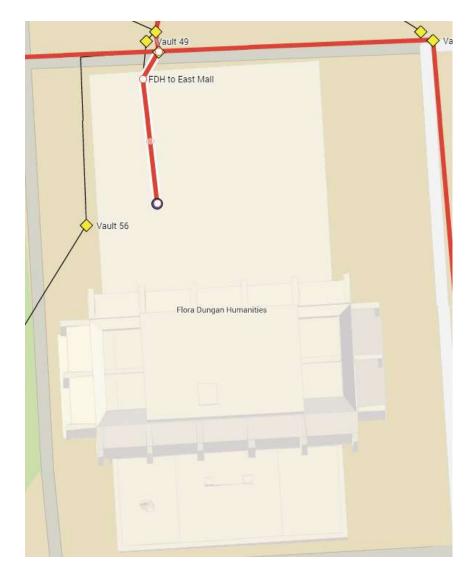
LLB Datacenter to Vault 55

- v. Vault 55
- vi. Planned installation 19 or 24 tube cell
- vii. Distribution box wanted in vault 55, LLB MDF
- viii. Special Note Vault 55 is path for the Debate/TMC west addition and might not need to be included.



d. FDH to East Mall

- i. Vaults 49
- ii. Planned installation 19 or 24 tube cell
- iii. Distribution box wanted in vault 49, FDH



3. Distro/Core using existing tube cell conduit

a. TMC to TBE-DC

- i. Existing Tube cell from TMC to Vault 77.
- ii. New planned path through Vault 74 to Vault 71.
- iii. Will tie into new blown fiber conduit at Vault 71 to BEH.
- iv. Will tie into new blown fiber conduit at/near BEH to TBE-DC.
 - b. DAY to SCS-DC
- i. Will tie into existing tube cell used from vault 54 to SCS-DC (TMC/Presidential debate fiber)

- c. TON to TBE-DC
- i. Existing tube cell from TON to BEH.
- ii. Will tie into new blown fiber conduit at/near BEH to TBE-DC.
 - d. SU to SCS-DC
- i. Existing tube cell from SU to BEH
- ii. Will tie into new blown fiber conduit at/near BEH to SCS-DC.
 - e. LLB to SCS-DC
- Will tie into existing tube cell used from vault 55 to SCS-DC (TMC/Presidential debate fiber)
 - f. LLB to TBE-DC
- Will tie into existing tube cell used from vault 55 to vault 54 (TMC/Presidential debate fiber)
- ii. Will tie into existing tube cell used from Vault 54 to vault 52 (HAB fiber)
- iii. Will tie into new blown fiber conduit at/near BEH to SCS-DC
 - g. TBE-DC to SCS-DC
- i. Will tie into existing tube cell used from Vault 12 to SCS-DC (Research fiber)
 - h. BHS to SCS-DC
- i. Will tie into existing tube cell used from BHS to vault 119 (Baseball Clubhouse)
- 4. Distro/Distro Building to Building
 - a. SU to FDH
 - i. Vaults 59, 60, 47
 - ii. Planned installation 19 or 24 tube cell
 - iii. Distribution box wanted in vaults 59, 60, FDH MDF
 - iv. Special note Existing distribution boxes in SU MDF



- 5. Distro/Access Buildings to Backbone
 - a. TAC to East Mall
 - i. Vaults 30, 29
 - ii. Planned installation 4/7 tube cell
 - iii. Distribution box wanted in vault 30 and/or TAC IDF
 - b. GRA to TAC
 - i. Vaults 31
 - ii. Planned installation 4 tube cell
 - iii. Distribution box wanted in GRA IDF
 - c. HFA to East Mall
 - i. Vaults 28
 - ii. Planned installation 4 tube cell

iii. Distribution box wanted in HFA IDF



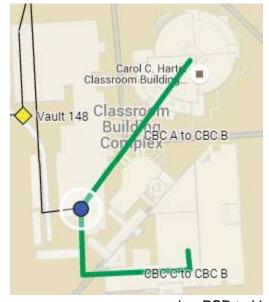
d. JBT to East Mall

- i. Vaults 25, 4
- ii. Planned installation 4/7 tube cell
- iii. Distribution box wanted in vault 4 and/or JBT IDF
 - e. HCH to JBT
- i. Vaults 4
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault 4 and/or HCH IDF



f. CBC A to CBC B

- i. No Vaults Building to Building connections using conduits in MDF rooms
- ii. Planned installation 4/7 tube cell
- iii. Distribution box wanted in CBC C MDF
 - g. CBC C to CBC B
- i. No Vaults Building to Building connections using conduits in MDF rooms
- ii. Planned installation 4/7 tube cell
- iii. Distribution box wanted in CBC A MDF



h. PSB to Vault 55

- i. Vaults 94, 93, 92, 91, 55
- ii. Planned installation 7 tube cell
- iii. Distribution box wanted in vaults 94, 93, 91 or 55, PSB IDF
- iv. Special Note Vault 55 is path for the Debate/TMC west addition and might not need to be included.
 - i. UNH to Vault 105
- i. Vaults 105
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault UNH IDF
 - j. PRO to Vault 94

- i. Vault 94
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault PRO IDF
 - k. HWB to Vault 94
- i. Vaults 95, 94
- ii. Planned installation 7 tube cell
- iii. Distribution box wanted in vault 95, HWB IDF
 - I. OM3 to Vault 95
- i. Vaults 95
- ii. Planned installation 2/4/7 tube cell
- iii. Distribution box wanted in vault OM3 IDF
 - m. OM4 to Vault 95
- i. Vaults 95
- ii. Planned installation 2/4/7 tube cell
- iii. Distribution box wanted in vault OM4 IDF
 - n. TWH to Vault 95
- i. Vaults 95
- ii. Planned installation 2/4/7 tube cell
- iii. Distribution box wanted in TWH IDF
 - o. FMA to HWB
- i. Vaults 97 or 98
- ii. Planned installation 7 tube cell
- iii. Distribution box wanted in vault 97 or FMA IDF
 - p. OM2 to FMA
- i. Vault 96
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in OM2 IDF
 - q. OM1 to OM2
- i. No Vaults- Building to Building connections using conduits in MDF rooms
- ii. Planned installation 2/4 tube cell
- iii. Distribution box wanted in OM1 IDF

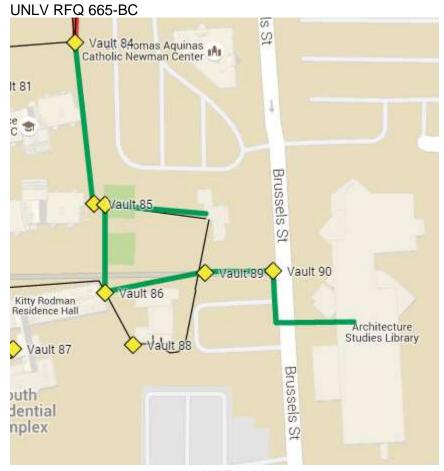


- r. CDC 6 to Vault 65
- i. Vaults 70, 66, 65
- ii. Planned installation 4/7 tube cell
- iii. Distribution box wanted in vaults 66, 65, CDC 6 IDF
 - s. DIN to Vault 71
- i. Vaults 71
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault DIN IDF
 - t. WRI to BEH
- i. Vaults 52
- ii. Planned installation 7 tube cell
- iii. Distribution box wanted in vault WRI IDF



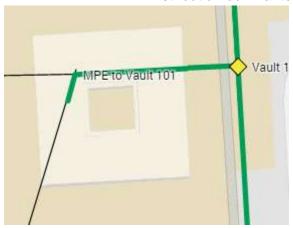
u. HOU to Vault 84

- i. Vaults 85, 84
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault 85, HOU IDF
 - v. ARC to Vault 85
- i. Vaults 90,89,86, 85
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault 86, ARC IDF



w. MPE to Vault 101

- i. Vaults 101
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault MPE IDF



x. Soccer Press Box to MSB

- i. Vaults 138
- ii. Planned installation 2 tube
- iii. Distribution box wanted in Press box IDF
 - y. MSB to Vault 134
- i. Vaults 138, 137, 136, 134
- ii. Planned installation 7/12 tube cell
- iii. Distribution box wanted in vault 138, 139, MSB IDF
 - z. Vault 134 to Vault 128

- i. Vaults 134, 128-132
- ii. Planned installation 19/24 tube cell
- iii. Distribution box wanted in vault 132
- iv. Special Note Distribution box already installed in Vault 134 aa. LBC 4 to BHS
- i. Vaults 128, 121
- ii. Planned installation 19/24 tube cell
- iii. Distribution box wanted in vault 128, 121, LBC 4 IDF



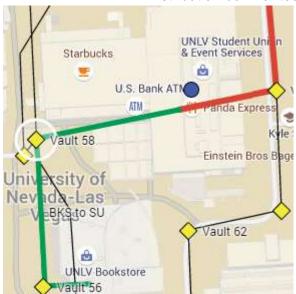
bb. PKG1 to Research Fiber

- i. Vaults 5
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in vault 5, PKG1 IDF
- iv. Special Note Vault 5 is path for the existing research fiber and the distribution box might not need to be included.



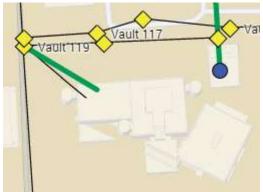
cc. BKS

- i. Vaults 56, 58
- ii. Planned installation 4 Tube cell
- iii. Distribution box wanted in vault 57, BKS IDF



dd. BHS to Vault 119

- i. Vault 119
- ii. Planned installation 4 tube cell
- iii. Distribution box wanted in BHS IDF
- iv. Special Note Vault 119 already has a distribution box



ee. LAC to BHS

- i. No Vaults
- ii. 7 tube cell already installed
- iii. Distribution boxes already installed in LAC IDF, Vault 119
- iv. Special note Tube cell conduit from BHS to LAC was installed as part of Baseball clubhouse path
 - ff. WBS to Vault 137
- i. Vaults 137, 139-141
- ii. Planned installation 7/12 Tube Cell
- iii. Distribution boxes wanted in vaults 141, WBS IDF
- iv. Special Note Existing conduit might exist that will allow connection to vault 124 outside of the baseball clubhouse. Contractor should investigate path as a possible alternative.

gg. FTC to Vault 141

- i. Vaults 141, 142
- ii. Planned installation 4/7 tube cell
- iii. Distribution boxes wanted in Vaults 142, FTC IDF

hh. EMS to Vault 142

- i. Vaults 142-144
- ii. Planned installation 4 Tube cell
- iii. Distribution boxes wanted in Vault EMS IDF
 - ii. TMB to Vault 141
- i. Vaults 141, 146, 147
- ii. Planned installation 2/4 Tube cell
- iii. Distribution boxes wanted in TMB IDF



jj. CSB to Vault 151 or 150

- i. Vaults 150, 151, 154-156
- ii. Planned installation 4/7 tube cell
- iii. Distribution box wanted in 154, 156, CSB MDF
- iv. Special Note Vaults 151 and 150 are in the path of the TMC West Addition and Debate fiber. If either have a distribution box installed as part of that run it will be the one used for this fiber path as well.

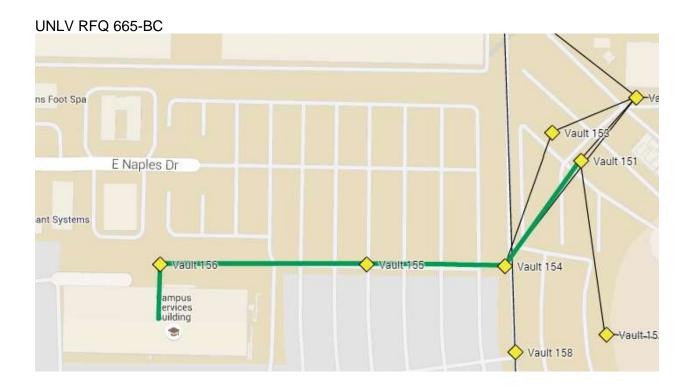


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