



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

**REQUEST FOR QUALIFICATIONS RFQ 681-BC
FOR TASK-ORDER ARCHITECT SERVICES**

RELEASE DATE: THURSDAY, SEPTEMBER 29, 2016

LAST DAY FOR QUESTIONS: MONDAY, OCTOBER 10, 2016

LAST DAY FOR ADDENDA : THURSDAY, OCTOBER 13, 2016

OPENING DATE, TIME and LOCATION: TUESDAY, OCTOBER 25, 2016 AT 3:00 P.M.

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

Sealed Responses, one (1) original, **(5)** five copies, and one electronic copy on CD or flash drive are required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above. **All Responses must be received on or before this date and time to be considered.** Responses 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) 895-0969
Fax: (702) 895-3859
Brandy.candelaria@unlv.edu

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 is seeking experienced and qualified architects to provide “Task Order” design services to UNLV on an “as needed” basis in support of the Planning and Construction Department. Architects and architectural firms responding to this RFQ must be licensed in the State of Nevada, and should have a local office in the Las Vegas metropolitan area staffed by a licensed architect.

It is UNLV’s intent to make multiple awards as a result of this solicitation. Awards will be made to firms that have interest and experience with limited scope projects and/or full scope projects. The initial Agreement term will be for one year with an option to renew for up to four additional one year periods upon mutual written agreement. UNLV is seeking skilled design professionals to perform architectural services on projects when UNLV builds, renovates, remodels, or alters UNLV facilities on any of its properties.

UNLV’s intent is to establish primary sources for its architectural services required in the normal course of business. Individual projects will be competed, on a qualifications basis, among the contracted architects. Projects will be assigned by Purchase Order to be issued under the Agreements resulting from this RFQ.

UNLV intends to establish master terms and conditions to govern individual projects to govern a task order/informal request for proposal (“IRFP”). The annual aggregate total for all projects should not exceed \$300,000.00 per Architect. The amounts are subject to re-evaluation by UNLV as solely determined by UNLV to be in the best interests of the University. The actual volume of work will depend solely on UNLV’s needs. An IRFP shall not be interpreted, or construed, as a commitment or a promise by UNLV to expend any specific sum of money for the services identified in the IRFP; only a Purchase Order commits UNLV. UNLV reserves the right at any time to conduct a formal solicitation for a particular project.

The scope of the work for the architectural services will be in the following categories, but not be limited to:

- a. Limited scope (of services) projects for offices, labs, classroom and studio use such as, but not limited to:
 - 1) Division of single spaces into multiple spaces with minor mechanical, electrical and plumbing work.
 - 2) Consolidation of multiple spaces into single spaces with minor mechanical, electrical, plumbing work.
 - 3) Limited remodel which may include interior finishes, including, but not limited to, carpeting, painting, replacement of lighting fixtures and ceiling grid and reconditioned or new millwork and/or casework.
 - 4) Limited renovation of existing spaces which may include various aspects of architectural (including programming), structural, mechanical, plumbing, electrical and telecommunications work
 - 5) Other limited scope projects as determined by UNLV.

- b. Full (professional services) scope projects involve major renovation and new construction projects for office, lab, classroom and studio use, such as, but not limited to:
 - 1) Reconfiguration of multiple existing spaces to include varied aspects of architectural (including programming) structural, mechanical, plumbing, electrical and telecommunications work.
 - 2) Space conversion from one use to another, such as from office to lab use, to include varied aspects of architectural (including programming) structural, mechanical, plumbing, electrical and telecommunications work.
 - 3) Tenant improvement projects such as, fit-out of building shell space for tenant occupancy.
 - 4) Smaller-scale building additions and new construction projects. In addition to architectural work (including programming) such projects could include civil, landscape, structural, mechanical,

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plumbing, electrical and telecommunications work and would need to address the design implications of these projects on existing buildings and sites.

- 5) Siting and fit-out of modular buildings to meet urgent space needs. In addition to architectural work (including programming) such projects could include civil, landscape, architectural, mechanical, plumbing and telecommunications work and would need to address the design implications of these projects on existing buildings and sites.
- 6) Programming and technical support documents.
- 7) Other full scope projects as determined by UNLV.

c. Detailed requirements are identified in the attached draft Agreement and will be augmented by Purchase Orders to be issued under the Contract.

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. UNLV's 340-acre main campus is located in the southeast part of the City, near the McCarran International Airport and the Las Vegas Strip. The Shadow Lane Campus consists of 18.2 acres and is located in the heart of the Las Vegas Medical District at 1700 West Charleston Boulevard.

3. **TERMINOLOGY**

AGREEMENT	The AIA B105 agreement substantially in the form attached hereto as Exhibit B once executed by a Successful Proposer.
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.
CONTRACTOR	A Successful Proposer who executes an Agreement.
CONTRACT	“Contract” is the final agreement with a successful Proposer. The Contract consists of the Agreement, the RFQ, and the Response (excluding any exceptions that are not accepted); and for each project also includes, the Purchase Order, any documents provided and/or submitted as part of an informal RFQ, any documents provided as part of an informal request for proposal,

the Proposal to the extent accepted and any other documents mutually agreed to in writing.

DIRECTOR

The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.

GENERAL TERMS
AND CONDITIONS

By submitting a Response, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Responses will be evaluated, and the Agreement 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 Agreement with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

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.

PROPOSER

"Proposer(s)" as used throughout this RFQ document will mean the respondent(s) to this Request for Qualification or you, as applicable.

PURCHASE ORDER

A purchase order issued by the authorized designee of the Director.

REQUEST

Request for Qualification, RFQ

RFQ

The term "RFQ" as used throughout this document will mean Request for Qualification.

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.

RESPONSE

All documents submitted as part of a Proposer's response to this RFQ, including the RFQ Response Form and any requested documentation or information.

UNLV

University of Nevada, Las Vegas

SECTION B
SUBMISSION INSTRUCTIONS

UNLV invites the submission of Responses 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, 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 Response 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**. A Response may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Response submitted should not exceed **40** pages. Other attachments may be included with no guarantee of review.
- d) All Responses 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) Responses 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 Responses will not be considered.**
- f) 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.
- 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 Response not properly addressed and identified.
- h) Alterations, modifications or variations may not be considered unless authorized by this RFQ 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 RFQ should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

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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.

- l) Altering any of this RFQ may render the Response null and void.
- m) Companies submitting a Response 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 Response, 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 Response without further consideration.
- n) 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.
- o) All Proposers, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- p) Responses, attachments and **RFQ Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFQ document.
- q) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Agreement.
- r) UNLV reserves the right to contract for less than all of the services identified herein.
- s) **Responses are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Responses must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Response 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 RESPONSES**

- a) At the date and time stated in this RFQ, all Responses 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 Responses based on the criteria listed below. UNLV reserves the right to interview Companies as part of its evaluation. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.

Tentative Interview Schedule, if interviews are conducted
November 8, 9 and 10, 2016

- c) A Contract will be awarded on the basis of which Response(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

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award if it is deemed that no single Response 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 Responses.
- e) Any letters of recommendation that are submitted with the Response, but not specifically requested, will not be evaluated.
- f) Responses will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
Firm Description (Tab 2)	25
Project Experience (Tab 3)	40
Project Team (Tab 4)	25
Quality Control (Tab 5)	10
Total Possible Points	100

TAB 1. COVER LETTER

Clearly indicate the single contact and authorized representative (principal-in-charge) of the Proposing Firm with mailing address, telephone and facsimile numbers, and email address. The representative certifies that the information provided in response to this Request for Qualifications is true and accurate. Address the cover letter to:

Brandy Candelaria
Assistant Director of Purchasing
University of Nevada, Las Vegas
Campus Services Building Room 235
4505 Maryland Parkway MS 1033
Las Vegas, NV 89154-1033

TAB 2. FIRM DESCRIPTION

25 Points

- a. Provide a brief narrative describing the history of your firm. Identify the ownership, number of employees in the firm, and number of employees and their roles/position and title in the local office. Summarize the firm's experience with applicable institutional building types (i.e., offices, labs, classrooms, studios etc), various construction delivery methods (Design-Build, CMAR, Lump Sum Construction), familiarity with higher education campuses.
- b. List the services that would be provided by the firm in-house, such as interior design, landscape architecture; structural, mechanical, electrical, plumbing engineering; and cost estimation.

TABS 3. PROJECT EXPERIENCE

40 Points

Firms may submit project experience for either or both limited scope of services and full professional services based on interest level

- a. Tab 3A. Limited Scope of Services Project Experience - Provide the experience of the firm on Projects with Architectural fees less than approximately \$50,000. List a minimum of three and a maximum of six projects where the firm has had design responsibility. Indicate the project name, year of completion, cost, and a project

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reference with a current phone number. Describe the firm's role in the design and construction of each project. Projects identified must have been within the past five years.

- b. Tab 3B. Full Professional Services Project Experience - Provide the experience of the firm on Projects with Architectural fees of approximately \$250,000. List a minimum of three and a maximum of six projects in each category that the firm has had design responsibility. Indicate the project name, year of completion, cost, and a project reference with a current phone number. Describe the firm's role in the design and construction of each project. Projects identified must have been within the past five years.

TAB 4. PROJECT TEAM

25 Points

- a. List the name, title, education, total years of experience/number of years with the firm, level of experience, professional licensing/years licensed for each proposed staff member of the firm to be assigned to these projects. Include key staff members who will be responsible for these projects from programming through construction, as may be required by the project scope. Describe their responsibilities on the projects listed under *Tab 3. Project Experience*. Provide resumes for these staff.

The Proposer must make a commitment that the staff identified in its Response will actually perform the assigned work. Any staff substitutions must have prior written approval of UNLV.

- b. Provide an organizational chart of the project team and indicate the project roles of each staff member.

TAB 5. QUALITY CONTROL

10 Points

- a. Describe the firm's quality control procedures.
- b. Indicate means and methods for cost control that will be utilized for these projects.
- c. Include recent (past 5 years) experience in designing projects within an established budget and schedule; identify the number of RFI's and final project cost.
- d. Indicate the firm's current and projected work load over the next year and describe the firms' ability to undertake On-Call Architect Service projects.

TAB 6. REFERENCES

Points of contact on Projects provided in Tab 3 may be contacted as references. The Proposer grants permission to UNLV to contact all references identified. References from the Planning & Construction or Facilities Management Departments of UNLV will NOT be accepted. Furnishing incorrect or incomplete reference information may lead to the 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 7. FINANCIAL CONDITION

- a. Describe if the firm has ever filed bankruptcy, been in loan default, or if there are any pending liens,
- b. Please state whether or not your firm has been terminated for default in the last five years. If such a termination for default has been experienced by the firm, submit full details of the terms for default

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including the other parties' name, address, and telephone number. Present the Proposer's position on the matter. The University will evaluate the facts and may, at its sole (Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance.)

- c. Attach an annual report, 10K, or other certified statement of financial condition of the firm, such as a recent audited financial statement for the firm.
- d. Provide hourly rate schedules for informational purposes.

3. **LATE RESPONSES**

Formal, advertised Request for Qualification indicates a time by which the Responses must be received in the Purchasing Department. Any Responses 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 Responses 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 RESPONSE**

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 Response 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 Responses**" 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 year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional four (4) year renewals terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Response 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 Responses or any part(s) thereof and to waive informalities and minor irregularities in the Responses 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 Responses have been initially reviewed by UNLV. Such discussions may be

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for clarification of Response content contained in a responsive Response 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 Response 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 Response, 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 Response 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 Responses 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.
- 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.

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- 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. **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.

10. **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.

11. **PROTESTS**

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

To be considered, all Protests must identify the following:

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

12. **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.

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- 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 Response. However, failure to provide a complete Response 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

a) 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

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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 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) 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.

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

13. 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 Response. 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.

14. 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 Response, 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.

15. **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

The intent of this RFQ is to establish primary source(s) for UNLV's Architect requirements for projects of the scope levels indicated. Successful Proposers to this RFQ will be required to enter into a contract with UNLV for an initial term of one year with an option to renew, for up to an additional four (4), one-year periods by mutual written agreement. Contracts will have similar terms and conditions to the draft Agreement.

Successful Proposers will be required to maintain a local office which is within a fifty (50) mile radius from UNLV. The local office must be staffed with primary project personnel.

When a particular job arises and it is determined that the on-call Architects shall be utilized, a designated UNLV Project Manager shall solicit proposals from Architects based on their qualifications. The UNLV Project Manager will work directly with the Architect for the duration of the project. However, Architect will not begin work until issued a Purchase Order by the Purchasing Department.


All proposals for individual projects/task orders should be submitted on UNLV's Informal Request for Qualifications (IRFQ). The Architect may prepare and submit qualifications in response to the IRFQ. If an Architect is not interested in a particular job, a "no bid" IRFQ should be submitted to the UNLV Project Manager. UNLV reserves the right to cancel Contracts if Architects do not respond to the proposals with a "no bid" response or if, in UNLV's sole discretion, Architect that submit several "no bid" responses and/or are deemed by UNLV to be non-responsive to providing on-call services. UNLV also reserves the right to replace cancelled, terminated or non-renewed Contracts with new ones from other Proposers during the term of the Agreement and renewals for this solicitation. Replacement Contracts may be selected from Proposers who responded to this RFQ but were not initially selected or a new solicitation may be processed. The best qualified Architect for a project should be issued an Informal Request for Proposal (IRFP) for specific prices for the work. The Architect may subcontract various specialty elements of the work as may be necessary. Upon acceptance or successful negotiation of the prices, the Architect will be awarded a Purchase Order for the project.

UNLV intends to establish master terms and conditions to govern individual projects. The annual aggregate total for all projects should not exceed \$300,000.00 per Architect. . The amount is subject to re-evaluation by UNLV as solely determined by UNLV to be in the best interests of the University. The actual volume of work will depend solely on UNLV's needs. This RFQ or resulting contracts shall not be interpreted or construed as a commitment or a promise by UNLV to expend any specific sum of money for the services identified herein. UNLV reserves the right at any time to conduct a formal solicitation for a particular project.

If, at any point during the contract period, an Architect is unable to meet the project's requirements, UNLV will be authorized to award the project to another Architect. The UNLV Purchasing Department will issue a purchase order to any Architect of **UNLV's** choosing in order to meet the requirements. UNLV reserves the right to issue a separate solicitation for any project for general architect services at its sole discretion.

For each job, Architect(s) shall carefully examine the IRFQ to obtain first-hand knowledge of all proposed projects. Architects will not be entitled to any additional compensation or any extension of the contract time for conditions which can be determined by examining current work requirements and the proposed contract documents. Submission of a proposal constitutes a representation by the Architect that the Architect has made all appropriate examinations, investigations and analyses and has made provision thereof in his/her proposal.

EXHIBIT A
SAMPLE CERTIFICATE OF INSURANCE

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

ACORD 25 (2014/01)

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UNLV | PURCHASING & CONTRACTS

EXHIBIT B
Draft AIA B105 Agreement
See Attached PDF