



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

**REQUEST FOR QUALIFICATION RFQ 729-CH
FOR PLANNING, PROGRAMMING, ARCHITECTURAL, ENGINEERING, DESIGN
AND CONSULTING SERVICES FOR THE UNLV SCHOOL OF MEDICINE
FACILITIES**

RELEASE DATE: Friday, September 21, 2018

MANDATORY PRE-SUBMITTAL MEETING AND SITE INSPECTION: Friday, October 5, 2018 at 1:00 p.m. PDT
UNLV Student Union Lobby
(Prime Architects (AOR) and Design Architect mandatory
One (1) representative from each firm only)

LAST DAY FOR QUESTIONS: Wednesday, October 17, 2018 at 5:00 pm PDT

LAST DAY FOR ADDENDA : Tuesday, October 23, 2018

OPENING DATE, TIME and LOCATION: Thursday, November 1, 2018 at 3:00 pm PDT
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

A Mandatory Pre-Proposal Meeting and Site Inspection will be held on the date and at the time and location noted above. An additional site inspection may be held at the discretion of UNLV. All Prime Architects must stay for the entire mandatory site inspection, in order to qualify to submit on this project.

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

University of Nevada, Las Vegas uses an online bidding system and encourages its use to both download RFQ documentation and submit Statements of Qualifications electronically. Visit the Nevada Government Marketplace at www.ngemnv.com to view and download the RFQ documents. The RFQ package is also available in paper format.

RFQ documents are available as follows:

- VIA Internet- Visit the Nevada Government Marketplace (NGEM) website at www.ngemnv.com RFQ No. 729 in the list of current solicitations.

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- Pick up by appointment - University of Nevada Las Vegas, Purchasing Department, Campus Services Building Room 235, 4505 S Maryland Parkway, Las Vegas, NV 89154-1033. Call (702) 895-3521 to schedule an appointment.

If you should have any questions regarding this RFQ, upload, fax or e-mail your questions directly to the following Designated Contact:

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

Cristina Hayden, Sr. Purchasing Analyst
cristina.hayden@unlv.edu
Phone: (702) 895-0969
Fax: (702) 895-3859

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SECTION A
GENERAL PROVISIONS

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a proposal for planning, programming, design, architectural, engineering, FF&E and other consulting services for a major expansion and remodeling of the existing UNLV Student Union. The selected team will work with University's project committee in confirming the program, and scope-to budget alignment for this project, and in developing and implementing the design of this important facility. The University intends to contract with the team best showing experience and expertise in designing similar facilities per the Evaluation of Statement of Qualifications. The desired timeline is to commence construction in summer of 2021 with substantial completion no later than June 2023. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, RFQ Response Form, sample insurance, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the RFQ may result in your Proposal being declared non-responsive.

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. **DEFINITIONS**

"Addendum" means a written document issued by UNLV prior to submission of Bids in order to clarify or otherwise modify the Bid Documents.

"Board of Regents" means 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" or "Firm" means 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.

"Contract" means the final agreement with the successful Proposer.

Contract Documents means the Contract, Request for Qualification documents, Proposer's Statement of Qualifications and any mutually agreed upon written modifications.

"Director" as used throughout this document means the University of Nevada, Las Vegas Director of Purchasing and Contracts.

"Due Date" means the date and time of opening as set forth on page 1 of this RFQ.

"NGEM System" refers to Owner's electronic bidding system, the Nevada Governmental eMarketplace. This is a web-based system that provides Bid Documents electronically to potential Bidders and forms the pathway for interested Bidders to submit bids electronically in response to advertisement and invitation. The term "electronic bid" means the Bidders' electronic response submitted on the electronic Bid proposal to the Owner

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by way of the NGEM System. The term “electronic bid” also describes the process to submit an authorized bid electronically to Owner in response to an Invitation for Bid via the NGEM System.

“Proposer” means any party submitting a response to this Request for Qualifications.

“Purchasing Department” means UNLV’s Purchasing and Contracts Department.

“RFQ” means Request for Qualifications.

“Supplier” means a Company that registers in the NGEM System.

“Terms of Use” means the NGEM System terms and conditions of access and use.

“UNLV” means the Board of Regents of the Nevada System of Higher Education (“NSHE”), on behalf of the University of Nevada, Las Vegas UNLV.

4. **ACCESS AND USE OF THE NGEM SYSTEM.**

a. The NGEM System may be accessed from www.ngemnv.com. Prior to accessing the NGEM System, a potential Proposer **MUST** register as a Supplier by clicking on the Supplier Registration link and completing the registration form. **There is no cost to register or to use the NGEM System.**

b. Use of the NGEM System is conditioned upon Proposer’s acceptance of the Terms of Use.

c. Once registered, Suppliers will receive emails notifying of Solicitation opportunities. Downloading any project bid data will automatically place the Supplier’s contact information on the bidders list and the NGEM System will automatically send any and all updates, changes or addenda associated with that project.

d. Questions regarding use of the NGEM System can be directed to the Designated Contact.

SECTION B
SUBMISSION INSTRUCTIONS

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 Contract awarded as set forth in Section C. 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 successful Proposer. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

1. **ELECTRONIC SUBMISSION** *(Not applicable to this requirement)*

2. **MANUAL SUBMISSION**

- a) All manual Statements of Qualifications must be submitted in a sealed envelope plainly marked with the name and address of the Proposer, the RFQ Number, the RFQ Title, and the opening date and time. Proposers are requested to submit 1 original and 7 hard copies and one electronic copy on CD or flash drive. No responsibility will attach to UNLV, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a Statement of Qualifications not properly addressed and identified.
- b) Statements of Qualification are time-stamped upon receipt. Statement of Qualifications will be received until the Due Date. Statements of Qualifications received and time-stamped at the Due Date or later, will be retained unopened and will not be considered for award. The NGEM server clock shall serve as the official time stamp. FAXED OR E-MAILED STATEMENTS OF QUALIFICATION ARE NOT ALLOWED AND WILL NOT BE CONSIDERED. Proposers and other interested parties are invited to attend the opening.

3. **MANDATORY PRE-SUBMITTAL MEETING AND SITE INSPECTION**

There will be a mandatory pre-submittal informational meeting on the date and at the location indicated on the cover sheet of this RFQ. Attendees at the meeting should consist of staff members proposed to work on this project. Additional team members may attend the meeting at the Proposer's discretion. However, UNLV reserves the right to limit the number of team members allowed to attend this meeting through addendum. Failure of a Proposer, to attend this meeting may result in the rejection of the Proposal.

4. **GENERAL**

- 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 posted on www.ngemnv.com and be available for all Proposer to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda will be acknowledged on the **RFQ Response Form**. A Statement of Qualifications may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Statement of Qualifications submitted should not exceed 100 individual single-sided pages, or 50 double-sided pages. Other attachments may be included with no guarantee of review.

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- d) All Statement of Qualifications 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) Alterations, modifications or variations may not be considered unless authorized by this RFQ or by an addendum.
- f) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- g) If applicable, all equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- h) Proposers shall take no advantage of any apparent error or omission in the RFQ. In the event a Proposer discovers such an error or omission, lack of clarity, or other irregularity, such Proposer shall immediately notify the Purchasing Department. The Purchasing Department will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the RFQ through the issuance of an Addendum.
- i) Altering any of this RFQ may render the Statement of Qualifications null and void.
- j) A Company submitting a Statement of Qualifications 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 Statement of Qualifications, 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 Statement of Qualifications without further consideration.
- k) 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. Please note that an award is not final until there is a fully negotiated Contract and a purchase order is issued by UNLV.
- l) All Proposers, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- m) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- n) UNLV reserves the right to contract for less than all of the services identified herein and/or to reject any and all proposals in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the Nevada System of Higher Education would be served.
- o) **Statement of Qualifications are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Statement of Qualifications must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Statement of Qualifications 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.

- p) Proposers should direct any questions regarding the RFQ to the designated contact(s) from the Purchasing Department. Proposers shall not contact other UNLV employees regarding this RFQ. Any such contact may result in rejection of the Proposal.

5. **SUBMISSION REQUIREMENTS**

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 1. FIRM DESCRIPTION

Related to this section of the submission, Statement of Qualifications will be evaluated on the capability and history of the firm, experience with both General Construction and Construction Manager at Risk (CMAR) delivery methods, through the design phase, construction and final completion/acceptance of the project.

- A. **ORGANIZATIONAL CHART:** Provide an organizational chart of the project team and indicate the project roles of each key staff member, and, in general terms related to the overall project team organization, the role of each proposed / potential Specialty Design Subconsultant.
- B. **DESIGN FIRM DESCRIPTIONS:** List the services that would be provided by the Prime Architectural Firm in-house, such as interior design, landscape architecture; structural, mechanical, electrical, plumbing engineering; and cost estimating, other services.
- (1) Provide a brief narrative describing the history of each firm: the Prime Architectural Firm (Architect of Record) and the Design Architectural Firm. Identify the ownership, number of employees in the firm, and the roles/position and titles for each entity.
- Summarize each firm's experience with
- a) Student unions or student centers, university dining projects and other applicable institutional projects,
 - b) The General Construction and Construction Manager at Risk (CMAR) construction delivery methods (with an emphasis on CMAR),
 - c) Familiarity with higher education campuses
 - d) Other applicable information
- (2) List the services that would be provided by the Prime Architectural Firm in-house, such as interior design, landscape architecture; structural, mechanical, electrical, plumbing engineering; and cost estimating, other services. Similarly, list the services that would be provided by the Design Architect in-house.
- (3) Provide a list of student union/student center/university dining projects, sizes, dollar amounts and dates for each - the Prime and the Design Architectural Firm - within the last 10 years, highlighting projects of similar size and scope to this project within the last 5 years. Identify projects where the firms have worked together.
- C. **KEY PERSONNEL:** List the name, title, education, total years' 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 this project. Include key staff members who will be responsible for this project from programming through construction. Describe their responsibilities on the projects listed under

Tab 2. Project Experience. Provide resumes for these staff. Include only information for the Prime Architectural Firm and the Design Architectural Firm.

- D. SPECIALTY DESIGN SUBCONSULTANTS:** Provide a list of Specialty Design Subconsultants (Partners) for 1-Dining / Food Service, 2-Student Engagement, and 3-Financial Analysis / Referendum Planning to be included in the design team. For each Specialty Design Subconsultant stated in the proposal, provide brief summary information for each partner such as potential role in the project, past projects worked on with the Prime and/or Design Architect (if any), nature of working and contract relationship, and 3-6 key projects. Include staff members (i.e. principal in charge, designer, other) of the Specialty Design Consultants relevant to this solicitation. This section should encompass all information in the response related to any Specialty Design Subconsultants.

TAB 2. PROJECT EXPERIENCE

Related to this section of the submission, Statement of Qualifications will be evaluated on the

- *Level of experience in projects similar in scope and complexity to that described in this RFQ;*
- *Demonstrated understanding of the characteristics of facilities assessment, planning, design and construction for this project type;*
- *Demonstrated ability and qualifications to address design issues relative to this size and type of project; and*
- *Evidence of experience in coordinating design and construction of facilities to minimize disruption to existing campus operations and to allow successful operation of campus facilities during campus improvements.*

Provide the experience of each firm – The AOR and the Design Architect. List 3-6 relevant projects where each firm has had the responsibility and contract to serve as the lead or design architect. Indicate the project name, project size (number of sf new and number of sf renovated), year of completion, construction cost and total project cost, and a project reference with a current phone number and email address. Describe the firm's role in the design and construction of each project. Projects identified must have been designed or constructed within the past ten years.

Include specific information on:

- A. Experience with sustainable design projects - both design and implementation.
- B. Projects that reflect the diverse and multicultural nature of a campus population

TAB 3. PROJECT PERFORMANCE

Related to this section of the submission, Statement of Qualifications will be evaluated on the recommended approach to providing design services to UNLV for this project as well as the availability of the key project personnel to be assigned to the project. Consideration will include staff and organizational capabilities to meet the scope, budget, quality and schedule of this project. In addition, the qualifications will be evaluated on demonstrated ability on projects similar to this project to undertake and complete quality institutional projects on time and within budget.

A. PROJECT APPROACH:

Provide a brief written statement on how you would approach this project to provide high-quality services to UNLV in an organized, thoughtful, and skilled manner to define and achieve project objectives, such as program, schedule, quality, budget and other objectives. During the programming phase of the project, the design team will be asked to provide a program summary by zone (administrative, retail enterprise, lounges, bookstore, student activities, student organizations and

government, study lounges, etc.) including ASF with corresponding cost for new and/or renovated SF. This data will be used to support design decision making regarding project scope.

By referencing your previous experience, address the following questions in your approach for this project:

1. How would you provide feedback and information to the various campus constituencies and groups about the status and design of the project?
2. How will the AOR and Design Architects and partners work and communicate together?
3. What is your experience in providing operating expenses in an expansion - how do you do financial modeling or a full pro forma? How do you propose to provide these services for this project?
4. What is your experience in outreach for a successful student referendum to increase student fees?

B. BUDGET AND SCHEDULE HISTORY:

Budget and Schedule management is very important for this project. State the firm's history and approach to keeping projects within budget parameters while working within the constraints of the academic and legislative calendars.

Address the following questions:

1. Provide a statement of schedule and budget performance history for each firm.
2. For the projects listed in Tab 2 Project Experience, provide initial budget, cost estimate at bidding, base bid for successful GC or CMAR, and final construction cost. Comment on the differentials between budgeted, bid, and final costs.
3. Provide recent (past 5 years) experience in designing projects within an established budget and schedule. (Include the projects described in Tab 2. Project Experience).
4. Explain experience with CMAR projects in controlling budget and schedule.

C. QUALITY CONTROL:

1. Describe the firm's quality control procedures.
2. Indicate means and methods for cost control that will be utilized for this project.
3. Indicate means and methods for schedule management that will be utilized for this project.

TAB 4. STUDENT OUTREACH, DIVERSITY, AND SUTSAINABILITY

A. STUDENT OUTREACH and ENGAGEMENT:

The success of this project will require a student referendum on increasing student fees to pay for the project, as well as a successful vote of the Nevada Board of Regents. To support these efforts, the design team will need to provide relevant data from UNLV's student community in comparison to its peer institutions. As a student fee-funded facility, it is imperative that students across the

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UNLV campus are engaged, excited and informed of the project's progress and goals. Students must be heavily involved in the decision-making process at every step in the process. As such, UNLV wants applicants to address the following points:

- What efforts will be done to engage the campus community? How would this partner with UNLV's efforts?
- What methods and media will be utilized?
- What is the timeline and process that might be in place?
- What prior projects have the applicants participated with similar outreach - what was their process, and what were the results?
- What tools did you provide students to engage other students in these efforts?
- What tools did you provide students to successfully engage a higher education governing board on any projects such as this?
- Other examples or areas of student engagement.

B. REFLECTION of DIVERSITY & MULTICULTURALISM:

UNLV is stated as the most diverse public university in the United States. As a result, topics related to inclusion, diversity, and multiculturalism are vital to a student center on our campus. Please address the following areas:

- What is your philosophy for design and engagement in the construction of a student union, as it relates to these topics?
- What are some examples with prior projects where you have incorporated these areas? Please be specific.
- What is your experience designing an effective multicultural center on a college campus? What are keys to consider when building this type of area?
- How would you engage to learn UNLV's cultural norms and climate?
- How do you incorporate diversity and multiculturalism into the project planning process?
- How does your firm reflect equity, inclusion, diversity, and multiculturalism?
- Other examples or information to add.

C. DEMONSTRATED COMMITMENT to SUSTAINABILITY:

Across the country, commitment to sustainability is an important value for college students and administrations. Please address the following areas:

- What are some specific areas where you have incorporated sustainability into projects that were unique, cutting-edge, or were highlights in that project, and which proved to be most feasible?
- What is your firm's own commitment to sustainability?
- How did you engage others to overcome possible skeptics about the importance of sustainability in projects?
- Provide some examples of sustainable projects in the past and how were they incorporated in a cost-effective manner? Please address multiple areas of sustainability.

TAB 5. REFERENCES

Provide points of contact on Projects provided in Tab 2, for the AOR and Design Architect. Contact information should include name, title, phone #, and e-mail address. 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. 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 6. 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 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 discretion, reject the Proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years. (Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance.)
- C.** Provide a statement of the financial condition of the firm, and the firm's ability to complete the services requested for this project without issues related to general financial condition, and the financial ability for the firm to support these services.

6. EVALUATION OF STATEMENT OF QUALIFICATIONS

- a) At the date and time stated in this RFQ, all Statement of Qualifications 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 Statement of Qualifications 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 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 Statement of Qualifications 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 Statement of Qualifications 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 Statements of Qualifications.
- e) Any letters of recommendation that are submitted with the Statement of Qualifications, but not specifically requested, will not be evaluated.
- f) Statement of Qualifications will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
(1) Team Qualifications (Tab 1)	25
a. Org Chart	
b. Design Firm Descriptions	
c. Key Personnel	
d. Specialty Design Consultants	
(2) Project Experience (Tab 2)	25
a. Architectural Project Experience	
b. Experience of Specialty Design Consultants	
(3) Project Performance (Tab 3)	30
a. Project Approach	
b. Budget and Schedule History	
c. Quality Control	
(4) Student Outreach, Diversity, & Sustainability (Tab 4)	20

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a. Student Outreach and Engagement	
b. Reflection of Diversity and Multiculturalism	
c. Demonstrated Commitment to Sustainability	
(5) References (Tab 5)	0
(6) Financial Condition (Tab 6)	0
Total Possible Points	100

7. **LATE SUBMITTALS**

Formal, advertised Request for Qualification indicates a time by which the Statement of Qualifications must be received in the Purchasing Department or through the NGEM System. Any Statement of Qualifications 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.

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

On the Due Date, all Statements of Qualifications 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.

7. **WITHDRAWAL OF STATEMENT OF QUALIFICATIONS**

Any Proposer may request withdrawal of a posted, sealed RFQ prior to the scheduled Due Date provided the request for withdrawal is submitted to the Purchasing Department in writing, or Proposer appears in person with proper identification to the Purchasing Department and verbally requests the Statement of Qualifications 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 Statement of Qualifications**" 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 the lesser of (5) years, completion of the Project or termination of the Project ("Initial Term" or "Term").
- d) The Proposer is solely responsible for the content of its Statement of Qualifications 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 Statement of Qualifications or any part(s) thereof and to waive informalities and minor irregularities in the Statement of Qualifications received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(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 Statement of Qualifications have been initially reviewed by UNLV. Such discussions may be for clarification of Statement of Qualifications content contained in a responsive

Statement of Qualifications 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. It is the Proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved.

6. **CONFLICT OF INTEREST**

Each Company submitting a Statement of Qualifications 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 Statement of Qualifications, 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 Statement of Qualifications without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the Contract by successful Proposer, UNLV may procure the articles or services from the other sources and hold the successful Proposer 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.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of Statement of Qualifications 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.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular Company.
- i) Proposer is not responsive or responsible.

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- j) Any misrepresentation in the Proposal.
- k) The public interest would be served by such a rejection.
- l) Failure to comply with submission instructions.
- m) Unauthorized contact with a UNLV employee or other representative.
- n) UNLV reserves the right to waive any minor informality or irregularity whereby the best interests of NSHE would be served

9. **FAILURE TO FURNISH AT SPECIFIED PRICE** (Not applicable to this solicitation)

10. **PROTESTS**

Any Proposer who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within five (5) business days after the date the recommendation to award a contract is issued by the Owner or authorized representative. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the protester. If the protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Vice President, Finance & Business/CFO, UNLV, within five (5) business days from the date of the letter issued by the Director of Purchasing. The decision of the Vice President, Finance & Business/CFO will be final. The Vice President, Finance & Business/CFO need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed written statement setting forth the specific reasons the Proposer submitting the protest believes the applicable provisions of the law were violated. (copies of relevant documents should be included), and
- 5) The form of relief requested.

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

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

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

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

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

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

11. **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.

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.

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 Statement of Qualifications. However, failure to provide a complete Statement of Qualifications 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 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**

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- 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 Statement of Qualifications. 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. 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.
- 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 Statement of Qualifications, 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.

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
PURCHASE ORDER TERMS AND CONDITIONS

(1) **GENERAL** The provision of materials, supplies and/or services by Supplier (together, the "Products") described in the UNLV Purchase Order (the "Order"), any other documents incorporated by reference, and the executed agreement, if any, constitute the "Agreement." The provision of Products is governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes vendors, suppliers, or contractors and its sub-contractors at any tier. No other terms or conditions will be binding upon the parties unless accepted in writing or set forth on the face of the Order. Performance hereunder, constitutes Supplier's unqualified acceptance of the Agreement and acknowledgment that Supplier has read and fully understands all terms and conditions.

(2) **ADDITIONS/CHANGES** No extra work, additions, alterations, including changes in price will be paid by UNLV unless agreed to and performed pursuant to and in accordance with a written revision to the PO.

(3) **RELATIONSHIP** Supplier is an independent contractor of UNLV and is not an employee, partner, joint-venturer, or franchisee. Supplier will defend, indemnify and hold UNLV harmless from any claim to the contrary.

(4) **PACKING & SHIPPING** All items shall be packaged, marked and otherwise prepared in accordance with good commercial practices to obtain lowest transportation rates consistent with UNLV Purchasing's shipping instructions. Order numbers must appear on all packing slips, shipping documents, labels, and invoices. "All shipments are F.O.B. destination, or for International shipments DDP destination; and time is of the essence. Supplier shall bear all risk of loss on items covered by the Order until final acceptance by UNLV.

(5) **EXPORT CONTROL REQUIREMENTS** Before furnishing goods, software, services or technical data that are on the U.S. Munitions List (22 C.F.R. pt. 121) or in the 500- or 600-series Export Control Classification Numbers of the Commerce Control List (15 C.F.R. pt. 774), Seller will notify Buyer that such items are export-controlled. Seller will ship export-controlled items only after Buyer's Export Controls Officer has furnished written confirmation that Buyer is prepared to accept delivery of such items.

(6) **INSPECTION** All items covered by the Order may be inspected and tested by UNLV at reasonable times and places and with Supplier's reasonable assistance. No inspection, tests, approval (including design approval), or acceptance of items shall relieve Supplier from responsibility for latent defects, material misstatements or omissions, or Supplier's warranty obligations.

(7) **INVOICING & PAYMENT** Supplier shall submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of the order. Invoices are payable net thirty (30) days from UNLV's acceptance of invoice. As an entity of the State of Nevada, UNLV is tax-exempt pursuant to the Nevada Revised Statutes. The UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

(8) **PROMPT PAYMENT DISCOUNT** Supplier's prompt payment discount is to be calculated from date of receipt of shipment, completion of services, or date of receipt of correct invoice, whichever is later.

(9) **PRICE WARRANTY.** Supplier warrants that the price(s) for the Products sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Supplier reduces its price(s) for such Products during the term of the Order, Supplier agrees to reduce the price(s) hereof accordingly. Supplier warrants that price(s) shown on the Order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

(10) **WARRANTIES** Supplier warrants that items furnished hereunder will: (i) be free from material defects in design, material and workmanship; (ii) be suitable for any particular purposes made known to Supplier in advance; (iii) substantially conform with any related sample, model, documentation, description, labeling or literature supplied by Supplier to UNLV, (iv) comply with all applicable UNLV policies and (v) substantially conform to any specific requirements of the Order. Unless otherwise agreed in writing, all hardware and items are transferred to UNLV free and clear of all liens and encumbrances. Unless designated as "reconditioned" or "used" on the Order, all Products are warranted to be new. Where applicable, Products will conform to the accessibility requirements of WCAG 2.0 AA standards. Services are warranted by Supplier to be performed in a professional and workmanlike manner in substantial compliance with applicable specifications.

(11) **LIABILITY** The Supplier, in performance of agreement shall release and discharge the Nevada System of Higher Education and the Board of Regents from liability for, and assume the risk of, loss or damage to property of the Supplier.

(12) **INDEMNIFICATION** Supplier will defend, indemnify, and hold harmless UNLV, its Regents, officers, employees, and agents ("Indemnitees"), from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement an/or the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control.. Supplier shall defend, indemnify and hold Indemnitees harmless from all losses, expenses (including without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind arising from any claim that the Products or use thereof, infringe any third party patent, copyrights, or otherwise violate intellectual property rights, if any. UNLV agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UNLV will cooperate fully in such defense. UNLV retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

(13) **PROPRIETARY RIGHTS AND CONFIDENTIALITY OF INFORMATION** All proprietary or confidential information obtained by Supplier from UNLV in connection with the Order is received in confidence, shall remain the property of UNLV and shall be used and disclosed by Supplier only to the extent necessary for the performance of the Order. Remedies at law being inadequate, the provisions of this Section may, in addition to other relief, be enforced by a temporary or permanent injunction without necessary of posting bond.

Supplier acknowledges that, pursuant to NRS 239.010, information or documents received by UNLV may be open to public inspection and copying. UNLV has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Supplier may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Supplier thereby shall have the right and obligation to indemnify and defend UNLV against third party claims for honoring such a designation. In the event a public records request is received, UNLV shall promptly give written notice of the request to Supplier and Supplier shall, within four (4) days, provide written legal justification for not disclosing the requested information

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or documentation, which justification is not binding on UNLV but will be considered by UNLV before responding to the request. If no such justification is timely received, UNLV shall promptly comply with the public records request pursuant to NRS 239.

- (14) **NOTICES** All legal notices shall be sent certified mail, return receipt requested, to the Director of the Purchasing Office shown on Exhibit A.
- (15) **INSURANCE – LIABILITY FOR INJURY** INSURANCE – LIABILITY FOR INJURY Supplier shall procure and maintain the following insurance during the term of the Order: (i) Commercial General Liability insurance including coverage for premises-operations, products-completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (ii) Automobile Liability Insurance in the amount of \$1,000,000 combined single limit, and (iii) Workers Compensation insurance, (iv) for professional services: Professional Liability coverage of not less than \$1,000,000 per occurrence and \$2,000,000 in annual aggregate, and (v) for software or cloud based services: Cyber Liability insurance with limits of not less than \$1,000,000 per occurrence and an annual aggregate of \$2,000,000. The Supplier shall provide UNLV with certificates of insurance evidencing the required insurance prior to the effective date of the Order. UNLV shall be named as an additional insured.
- (16) **CHOICE OF LAW & FORUM** The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement. Any and all disputes arising out of or in connection with the Agreement shall be litigated only in a court of competent jurisdiction in the county in which the work is performed or the ordered goods are delivered, and Supplier hereby expressly consents to the jurisdiction of said court. The United Nations convention on contracts for international sale of goods and the Unfair Contracts Act in the United Kingdom shall not apply to this agreement. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to, those set forth in Nevada Revised Statutes (“N.R.S.”) Chapter 41.
- (17) **COMPLIANCE WITH LAWS & POLICIES** In performance of the Order, Supplier shall comply with any and all applicable federal, state, and local laws, rules, ordinances and regulations (“Laws”), and all materials, work, and/or services furnished hereunder shall be produced or furnished in full and complete compliance therewith. Without limiting the foregoing, Supplier shall comply with the requirements of the Secretary of State relating to business licenses.
- (18) **RECOVERY OF FEES AND COSTS** In the event that UNLV is required to take legal action to enforce its rights under this Purchase Order, UNLV shall be entitled, as a prevailing party, to recover its full attorney’s fees and costs. This provision applies to all forms of legal action, including but not limited to mediation, arbitration and litigation.
- (19) **TERMINATION** UNLV may at any time by written notice suspend or cancel the Order or any part thereof without cause. An equitable adjustment in price and/or delivery schedule, as determined by UNLV in good faith, for Products completed or in process will be paid to Supplier. In the event of Supplier’s default hereunder, UNLV may exercise any or all legal rights available, at law or in equity. A breach or default may be declared with or without termination. The Supplier’s obligations that by their terms would ordinarily survive a termination of a PO shall survive.
- (20) **FORCE MAJEURE** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent and for which said party gave notice...
- (21) **SEVERABILITY** Any part, provision, representation or warranty expressed herein that is prohibited or held to be void or unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Any such instance of unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law that prohibits or renders void or unenforceable any provision hereof.
- (22) **SOFTWARE & DATA** Supplier shall use commercial anti-virus software to remove viruses capable of being detected in software prior to shipping. Supplier must safeguard all information of a personal or confidential nature that the Supplier has access to through work with software or data. All software and electronic equipment must meet the applicable accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, Section 508 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
- (23) **HAZARDOUS SUBSTANCE AND ENVIRONMENTAL LAW** “Hazardous Substance” means, hazardous substance as defined by applicable law. Supplier shall notify UNLV in writing prior to delivery of every article ordered or supplied under the Order or stored or used by Supplier on UNLV property that contains Hazardous Substances and provide the Material Safety Data sheets therefor. Hazardous substances shall be conspicuously labeled and properly handled and disposed of at all times, in accordance with Laws. UNLV shall be able to, at all times, inspect any Hazardous Substances introduced onto or intended to be introduced onto UNLV property by Supplier.
- (24) **PCI SECURITY COMPLIANCE** The Supplier must comply with the Payment Card Industry Data Security Standard (PCI DSS). The PCI Data Security Standard requirements apply to all payment card network members, merchants and service providers that store, process or transmit cardholder data. The requirements apply to all methods of credit card processing; the most comprehensive and demanding of which apply to e-commerce websites, and retail POS systems that process credit cards over the Internet. PCI official website at: <https://www.pcisecuritystandards.org>.
- (25) **NON-DISCRIMINATION IN EMPLOYMENT** Supplier shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Supplier shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, gender, sexual orientation, gender identity, veteran’s status, religion, age, disability, race, color, creed, ethnicity, or national origin. Supplier shall comply with and shall require all subcontractors to comply with all applicable federal, state and local laws and executive orders regarding employment.
- (26) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD** The Supplier certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or is in receipt of a notice of proposed debarment from any federal or state agency or local public body.

TERMS APPLYING TO FEDERALLY FUNDED ORDERS

FEDERAL FUNDING UNLV is a recipient of federal funds from various federal agencies. For Agreements funded with Federal Government Contract funds, Supplier shall comply with and agrees to flow-down to all subcontracts the following provisions, as amended, which are incorporated herein by reference. Without limiting the foregoing, compliance includes filing of any required certifications. .

The following provisions apply regardless of the amount of the order:

1. Prohibition of Segregated Facilities FAR 52.222-21
2. Previous Contracts & Compliance Reports FAR 52.222-22
3. Hazardous Material Identification and Material Safety Data (when applicable) FAR 52.223-3
4. Restrictions on Certain Foreign Purchases FAR 52.225-13
5. Restrictive Markings on Technical Data (when applicable) DFAR 52.227-7013
6. Access to Records, White House Office of Management & Budget Circular A-110.48(d).
7. Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 CFR part 401.
8. Equal Employment Opportunity 41 C.F.R. Part 60; Executive Order 11246; Executive Order 11375.
9. Clean Air Act and the Federal Water Pollution Control Act 42 U.S.C. 7401-7671q; 33 U.S.C. 1251-1387

The following provisions apply if the amount of the order exceeds \$2,000.00

1. Davis-Bacon Act 40 U.S.C. 276a to a-7; 29 CFR 5
2. Copeland "Anti-Kickback" Act 18 U.S.C. 874; 29 CFR Part 3 & §5.5(a)

The following provisions apply if the amount of the order exceeds \$10,000.00:

1. Walsh-Healey Public Contracts Act FAR 52.222-20
2. Equal Opportunity FAR 52.222-26
3. Affirmative Action for Workers with Disabilities FAR 52.222-36
4. Procurement of recovered materials 2 CFR§200.322

The following provisions apply if the amount of the order exceeds \$25,000.00:

1. Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters obtained prior to award FAR 52.209-5
2. Affirmative Action for Special Disabled and Vietnam Era Veterans FAR 52.222-35
3. Employment Reports on Disabled Veterans and Veterans of the Vietnam Era FAR 52.222-37
4. Clean Air and Water FAR 52.223-2
5. Debarment and Suspension; Executive Orders 12549 & 12689; 2 CFR 180

The following provisions apply if the amount of the order exceeds \$100,000.00:

1. Anti-Kickback Procedures FAR 52.203-7
2. Limitations on Payments to Influence Certain Federal Transactions FAR 52.203-12
3. Audit and Records - Negotiation (if order was entered into by negotiation) FAR 52.215-2
4. Utilization of Small Business Concerns FAR 52.219-8
5. Drug-Free Workplace FAR 52.223-6
6. Toxic Chemical Release Reporting FAR 52.223-14
7. Authorization and Consent FAR 52.227-1
8. Notice and Assistance Regarding Patent and Copyright Infringement FAR 52.227-2
9. Responsibility for Supplies FAR 52.246-16
10. Contract Work Hours and Safety Standards Act 40 CFR 3701 et. seq.
11. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352; FAR 52.203-11

The following provision applies if the amount of the order exceeds \$500,000.00:

Small Business Subcontracting Plan (does not apply to small business concerns) FAR 52.219-9

The following provision applies if the amount of the order exceeds \$550,000.00:

Price Reduction for Defective Cost or Pricing Data (if order was entered into by negotiation, when applicable) FAR 52.215-12, FAR 52.215-13

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SECTION E
SCOPE OF WORK/SPECIFICATIONS

UNLV is seeking an experienced and qualified team consisting of an Architect of Record and Design Architect (Student Union Specialty Designer), “the design team”, to provide architectural and interior design services (facility assessment, programming, facility master planning, facility design, FF&E design/specification, project management, contracting with and management of specialty design consultants for dining/food service, student engagement, and financial analysis as well as engineering and specialty sub-consultants, construction administration, other services) for an expanded student union, including both new construction of a building addition and remodeling a portion of the existing building. Submittals for this solicitation should emphasize relevant experience related to design of new facilities, major additions, and renovations for student unions. Major spaces related to this solicitation may include: An Intercultural Center including gathering spaces, offices, lounge, reception, and conference room; additional dining space and food retail outlets; informal student spaces for gathering and studying; the potential relocation of the Bookstore; an additional large ballroom space; student lounges; student recreation/billiard space and possible bowling alley; late night space with food service, recreation, lounge; outdoor spaces for programming; student academic collaboration spaces, and other related spaces.

UNLV intends to pursue full project funding for this project, with its primary source being student fees. Funding might, but is not guaranteed to include, private funds/donor funds and other funding sources. A financial analysis shall be developed by the design team for the project showing revenue projections, including currently dedicated revenue sources as well as potential sources of revenue. The final result of this analysis will be recommended student fee increase scenarios needed to support the project, reinforced by a comparison to student fee assessment data for student unions at peer institutions.

Through 2019, student feedback, input and buy-in for the project will be essential for moving forward. The design team will be required to enlist and engage students in support of this project, encouraging and soliciting student voices, and incorporating their ideas into the design. Students will need to be solicited in-person, through focus groups, outreach with student groups, surveys, social media, and other methods to enlist positive student support for the project. This will be a key element for securing necessary funding for the project. Refer to Appendix D for a summary of 2017-18 student feedback.

In anticipation of receiving formal approval from the Nevada System for Higher Education for the cost of final design, planning, and bidding services in December 2019, a student referendum on a fee increase will need to be conducted in fall 2019. This vote will gauge student interest in the project and serve as the litmus test the project moving forward. A second student fee increase is planned for 2020 for the construction of the project.

Residence hall students should be engaged in exploring options for the potential incorporation of Dining Commons into the Student Union. Enlisting and creating that support will be crucial to the work of the design team. It is important that the design team engage the students in a way which allows a student fee funding referendum to succeed with strong student support.

It is also possible that beyond initial facility assessment, programming, planning and other pre-design and conceptual design activities, that any additional funding may not be secured for this project, or phases of this project, for several years or longer. UNLV reserves the right, at UNLV's sole discretion, to determine at a future date, if significant time elapses until funding is secured for this project or phases of this project, to continue with the team selected via this solicitation or to perform another solicitation for these services at that time.

The Prime Architect / Architect of Record selected from this solicitation must have a local Nevada staffed office, where the Principal-in-Charge and Project Manager must be located as their primary office. UNLV intends to execute a contract with the Prime Architect / AOR only.

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Prime Architects shall include Design Architect (Student Union Specialty Designer) along with Specialty Design Sub-consultants the firm might propose to be a part of the team as requested in Section B Submission Instructions.

UNLV intends to select the Prime Architect / Design Architect team only through this solicitation. Next, UNLV will work with the design team to review their recommendations for Specialty Design Sub-consultants proposed as a part of their statement of qualifications. After the primary team has been determined, UNLV anticipates the Prime Architect will propose sub-consultants for engineering services (mechanical, electrical, plumbing, structural, civil, fire/life safety, telecommunications, other), building code services, audio-visual systems, acoustical design, landscaping design and other consulting services as needed. UNLV will work with the Prime Architect to review recommendations for these sub-consultants.

Initially, the Architect and its team will assist the university in establishing budget and schedule parameters based on the identified financial resources. Then, the team will prepare initial facility assessments, programming, conceptual design, and conceptual cost estimating. Based on those efforts, they will develop support materials for fundraising and other services as needed by UNLV for an expanded Student Union.

Given the project's complexities, UNLV has determined that it will utilize the CMAR project delivery method. It is UNLV's intent to issue an RFQ for CMAR services after the selection of the Architect of Record/Design Architect and during the contract negotiation process so that the CMAR can be on board to become part of the project team early in the design process. The project team would consist of representatives from the Student Union, Planning and Construction, the Architect of Record/Design Architect would participate in the CMAR Selection process as a non-voting member and adviser to the Selection Committee.

UNLV anticipates that the Student Union Expansion and Remodeling will consist of approximately 150,000 square feet of new construction (roughly doubling the square footage of the existing building) and 50,000 square feet of renovated space within the existing building.

This project will likely be completed in three phases:

1. Expansion of the Student Union
2. Renovation of a portion of the existing Student Union, and
3. (Potential Option to be Explored) Incorporation of the Dining Commons residential dining program into the Student Union.

PROJECT SCHEDULE:

Upon the selection of a design team, UNLV will request recommendations/statements of qualifications for any engineering or specialty sub-consultants, a scope of work proposal for the initial design work, and a proposal for the cost of design services. Future phases of work will also include submitting a scope of work proposal and a fee proposal for services.

- | | |
|---------------------------------------|------------------------------|
| • Short list of Design Teams | November 21, 2018 |
| • Interviews | Week of December 10-14, 2018 |
| • Selection of Design Team | December 31, 2018 |
| • Design Services Negotiation | January 2019 |
| • Project Kick Off | February 2019 |
| • Construction Commencement | May 2021 |
| • Construction Substantial Completion | May 2023 |

PROJECT SUMMARY:

UNLV's current Student Union is primarily viewed as a dining room, retail, meeting room, and administrative office facility. A significant, major expansion to the existing Student Union and a renovation of existing spaces to meet the campus' multicultural, community-building, social, educational and recreational requirements is needed for the campus. This project will provide expanded access to needed services as well as better opportunities for connection to the university for UNLV students, faculty, staff and community members.

The new Student Union needs to reflect the needs of students projected for the next thirty years, creating a place embracing community and mirroring ACUI's Role of the College Union (Appendix A). The expanded union, likely double the size of the existing building, will embody a facility reflective of a Top Tier institution at a size which mirrors best practices for similar institutions which are largely commuter, and supporting a growing student population, including an increase in on and near campus student housing.

UNLV's commitment to its Top Tier Initiative reflects its vision of entering the top 100 American research universities, as designated by the Carnegie Foundation as a Highest Research Activity (R1) University. This project will advance the university's goals as follows:

- a. Pathway Goal of Infrastructure and Shared Governance
 1. Diversity and inclusion are to be embodied in the expansion
 2. Facility which can better support educational, research and creative activity as well as a full range of campus life activities
 3. Creating an environment and spaces for collaboration, trust, respect, empathy, camaraderie and mutual success
 4. Providing spaces and resources for faculty and staff to do their job responsibilities successfully
 5. Student, faculty and administrators satisfaction with university facilities and processes
- b. Pathway Goal of Community Partnerships
 1. The student union expansion will increase opportunities for community partnerships as well as collaborations with Campus Life.
- c. Pathway Goal of Research, Scholarship and Creative Activity
 1. Expanded facility can increase breadth and depth of economic and cultural impact and ties with the community through cultural events, engagement with K-12, partnerships with non-profits and institutions and much more
- d. Pathway Goal of Student Achievement
 1. An expanded student union creates places to connect and build community – leading more students to come here and to increase retention rate. Students more engaged on campus will experience increased satisfaction with student services, campus environment and safety.

PROJECT OBJECTIVES

Site & Campus Context for the Union

1. The University's Master Plan recognizes the need for expansion of the Student Union to enhance Student Life in conjunction with the increase in on-campus and near-campus housing options. Within the plan's "Maryland Frontage Precinct", the expanded union, including potential retail dining, bookstore, and additional ballroom facilities, will provide vibrant frontage on Maryland Parkway while enhancing the urban edge of campus and its community connection. The future redevelopment of the

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FDH site and construction of a new building for Lee Business School to the north will further complete the transformation of the face of the university along Maryland Parkway.

2. Entries for the Student Union should reflect pedestrians entering from the north (from FDH), south (from Greenspun), east (from Maryland Parkway), and west (from internal campus) areas. The potential for future community-campus connections through the "Midtown UNLV" projects and the potential for light rail along Maryland Parkway should also be considerations.
3. The design of the new facility should be vibrant, alive and have a less commercial feel than the existing facility. The new addition must, however, feel like it belongs and connects to the existing building.
4. Plan appropriately for golf cart, bicycle, pedestrian traffic and parking needs for the facility.
5. The Student Union branding should be significant and apparent from the Maryland Parkway side of the facility for community and guests. Examine overall branding for the UNLV Student Union on campus.
6. Improved landscaping and outdoor seating should be provided.

Social / Collaborative / Study Spaces

1. Increased student lounge and informal spaces are desired in the building. This includes areas of relative quiet and study spaces, study group lounges, workgroup areas and more.

Meeting / Event / Conference Spaces

1. Existing meeting rooms are overprescribed and additional spaces are necessary.
2. Add an additional Ballroom which is larger than the existing and capable of managing at least 30% larger events than existing Ballroom usage. Ballroom should be able to be subdivided into at least six sections.
3. The existing Cohen Theater is relatively underutilized and that space's functionality could be changed, if a commensurate amount of meeting space with flexible design is incorporated elsewhere.

Retail

1. Incorporate the UNLV Bookstore operations into the Student Union so that there is a retail storefront option clear to the Las Vegas community along Maryland Parkway.
2. Investigate the option of including a UNLV-themed "sports pub" into the dining options of the facility

Food & Beverage / Dining

1. The facility should increase the amount of retail dining and seating options available for students/guests.
2. This project should incorporate the option in the near future to bring the existing Residential Dining Commons function into the Student Union.
3. Plan for and design kitchen preparation, storage and operational needs for an expanded catering, retail dining and future residential dining programs.

Recreation

1. Create a "late night" area which can be separated and closed off from the rest of the facility. This facility should incorporate increased recreation spaces, a late-night food option, study and community-gathering spaces and a possible bowling alley.

Student Activities Area(s)

1. Creation of an intentional, significant, and very visible “intercultural center” where offices related to Student Diversity and Social Justice and identity groups can have collaborative, programming, community and office spaces. This should be designed in ways which are inclusive and dynamic.
2. Incorporate some flexible student collaborative and innovations spaces, which can double as other functional areas like conference rooms or lounges during off-periods.
3. Programming space is another priority in the facility. Spaces for formal programs and activities, outdoor events and informal spaces should be developed in a variety of spaces in the new facility.

Culture & Environment for the Union

1. Spaces should be designed to go above-and-beyond merely ADA accessible spaces, but incorporate a philosophy of inclusion. All users of varying ability levels and access devices should feel comfortable utilizing the facility (deaf, blind, wheelchair users, ADD, autism, etc.)
2. 1.0% of the total budget for this project will potentially be dedicated towards art within the building. This will be spent and incorporated during construction with a separate faculty/staff and student committee.
3. Spaces should be designed so that they reflect the changing nature of the Student Union. Our population and usage changes from Monday-Thursday versus Friday and weekends. It is different from 7 am – 5 pm versus 5 pm – 11 pm. It is different from academic year versus summer.
 - i. Spaces should be flexible and able to be changed during the day (e.g. from a conference room to a lounge and back again)
 - ii. Maximize spaces for student usage. Student spaces should all have easy access to electrical outlets.
 - iii. The Student Union will sell spaces for conferences during the summer in order to gain additional revenue. Spaces should be designed to have the flexibility to capitalize on this feature
 - iv. Spaces must be designed in a way which allows ease of change if students needs’ change in the future. (e.g. we are changing and remodeling spaces and offices continually to reflect changing student needs. Any project should make these changes relatively easy to manage.
4. Spaces should reflect the high electrical and data usage needs of our technologically-savvy students and the trend that this will likely increase in the years ahead. Spaces should be technologically advanced, but have the infrastructure to be able to change in five years as technology advances.
5. Sustainability is a key value for our department. This facility should reflect sustainability in the highest order and with operational costs in mind. Sustainability should reflect energy usage, water usage, composting and other areas. We would expect seeking the equivalent of a LEED gold facility with consideration of creating a net-zero energy facility.
6. This facility should be designed so that surfaces, access and usage are easy to maintain by custodial and maintenance staff. Materials used should be appropriate for the weather in Las Vegas and custom materials should be avoided in favor of materials which can be easily replaced as needed.

Offices

1. Administrative offices would experience growth relative to existing capacities. Plan for the relocation and changes for these administrative and support areas.
2. Create business partner spaces/offices as necessary.

Support

1. This project will require the creation of a new loading dock to meet the needs of the Bookstore and Student Union operations in a location more accessible to truck and vendor traffic.
2. Storage in the facility for Student Union operations has been significantly reduced in the last year. Storage needs for building and activity operations needs to increase.
3. Student Union and Event Services custodial operations areas may need to expand to reflect the addition of a small maintenance shop area to support Student Union operations.

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SECTION F – RFQ Response Form

(Not applicable to this solicitation)

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SECTION G - LIST OF SUBCONTRACTORS

(Not applicable to this solicitation)

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**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		FAX (A.C. NO.)		
		E-MAIL				
		ADDRESS				
		INSURER(S) AFFORDING COVERAGE		NAIC #		
INSURED		INSURED A:				
		INSURED B:				
		INSURED C:				
		INSURED D:				
		INSURED E:				
		INSURED 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>						
INSURANCE TYPE	TYPE OF INSURANCE	ADD. SUBS. (INSUR. PERIOD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXPI. (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> 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. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MEDICAL EXP. (EA OCCURRENCE) \$ PERSONAL & ADV. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOR. AGG. \$ 1,000,000 \$
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED SCHEDULED AUTOS	<input type="checkbox"/> <input type="checkbox"/>				
	<input type="checkbox"/> UMBRELLA LIAB. <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> RETENTION	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROFESSIONAL LIABILITY EXCEPTIVE OF THE MEMBER'S BUSINESS (Mandatory in NE) (Each member's employer/OPERATIONS MEMO)	<input type="checkbox"/> <input type="checkbox"/>				<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 111 Additional Remarks Schedule, may be attached if from 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		

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UNLV | PURCHASING & CONTRACTS

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

(To be provided following the Pre-Submittal Meeting)

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Appendix A – Role of the College Union – Association of College Unions, International (2018 revision)

The college union advances a sense of community, unifying the institution by embracing the diversity of students, faculty, staff, alumni, and guests. We bolster the educational mission of the institution and the development of students as lifelong learners by delivering an array of cultural, educational, social, and recreational programs, services, and facilities.

By any form or name, we serve as the heart of the campus community and create a welcoming environment by:

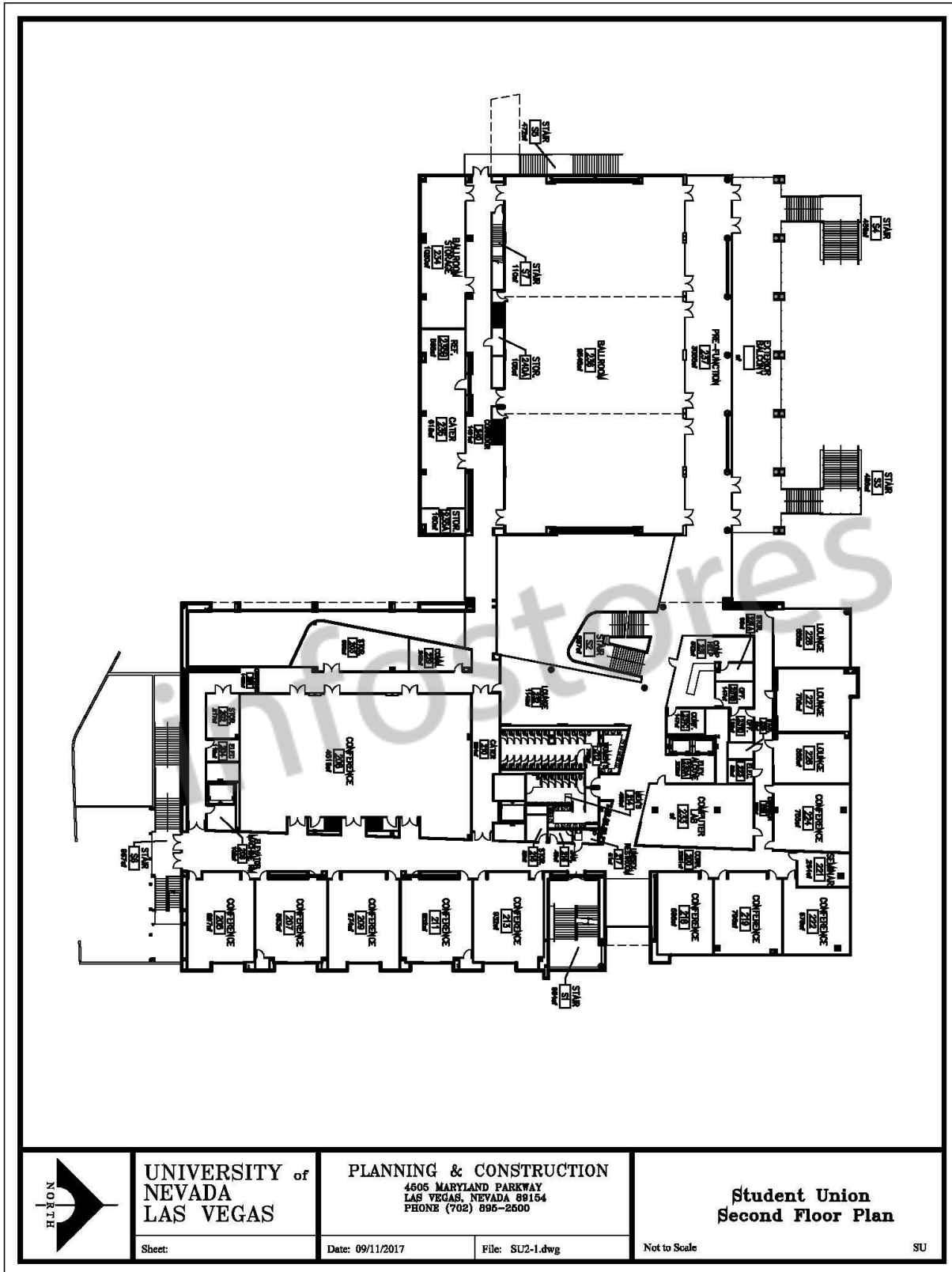
- *Operating as a student-centered organization that engages in shared decision making and holistic development through employment and involvement.*
- *Advocating for inclusivity and equity, fostering respect, and affirming the identities of all individuals.*
- *Educating students in leadership and social responsibility and offering firsthand experiences in global citizenship.*
- *Providing gathering spaces to encourage formal and informal community interactions that build meaningful relationships.*

Traditionally considered the living room, the college union enhances the student experience and cultivates an enduring connection to the institution.

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UNIVERSITY of
NEVADA
LAS VEGAS

PLANNING & CONSTRUCTION
4605 MARYLAND PARKWAY
LAS VEGAS, NEVADA 89154
PHONE (702) 895-2600

Student Union
Second Floor Plan

Sheet:

Date: 09/11/2017

File: SU2-1.dwg

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Market Match Summary
Fall 2015

Project Summary

UNLV Dining (Aramark Higher Education) performed a comprehensive study (called Market Match) to make recommendations for changes in our retail program during the fall semester 2015. This marked the mid-point of the ten-year contract (2010-2020).

Process

The process included the following components and assessments:

1. Interviews across 38 interest group/areas
2. Focus groups with staff, faculty and students
3. Aramark leadership from around the country assessed our campus
4. Profitability analysis of current venues
5. Campus mapping and traffic analysis
6. Neighborhood segmentation analysis - (seven) mini geographies to determined
7. Dining styles survey conducted and utilized
8. 1:1 intercept surveys by neighborhood (in person)

Results

1. Most visited locations in order (2015):
 - a. Dining Commons
 - b. Coffee Bean and Tea Leaf (Lied Library)
 - c. Starbucks (Student Union)
 - d. Einsteins (Student Recreation and Wellness Center)
 - e. Subway (Student Union)
 - f. Subway (Sidewalk Café)
 - g. Jamba Juice (Student Union) and IO Fuel (Student Recreation & Wellness Center)
2. Top location requested for a NEW venue was **Academic North/Sciences** (near Sidewalk Café and Science and Engineering Building)
3. Top requested food types in order
 - a. Burger
 - b. Chicken
 - c. Mexican
 - d. All you can eat
 - e. Pasta



Neighborhood Recommendations

- a. Athletics – add food trucks during events
- b. Science and Academic – 2nd highest traffic count
- c. Respondents want something new
- d. Convert Einstein's at Science and Engineering Building
- e. Convert Sidewalk Café Subway to an upscale grocery/prepared foods market
- f. Music and Art – add vending in Ham and Grant Halls

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Appendix D – Student survey summary

UNLV Student Union Expansion Assessment Data and Summary

The information below reflects key assessment and focus group data from late 2017 and early 2018.

UNLV Student Survey – 1/17/2018 to 2/7/2018 (2,975 respondents)

- 80% of students believe the Student Union should expand.
- 81.1% of students have avoided going to the Student Union because they felt they were not going to find a place to sit, it was too loud or would have to wait in line too long.
- Students – most important areas to expand (rated extremely or moderately important):
 - 84.0% - additional dining seating space
 - 79.1% - additional dining retail options
 - 75.0% - additional lounge seating
 - 63.4% - study space and quiet areas
 - 58.9% - additional technology space (computer lab)
 - 54.6% - collaborative/group project space
 - 46.8% - additional student organization space
 - 40.6% - student multicultural center
 - 37.3% - additional retail shops
 - 35.0% - additional meeting rooms/ballroom space
 - 29.4% - additional game room/recreation space
 - 20.8% - other
- % of students who would use a “late night” area with recreation/game room, late night restaurant, study/socializing space open later at night:
 - 49.0% would use this space at least once per week
 - Another 23.85% would use at least once per month
- 70.5% of students would support exploring an expansion of the Student Union for a large expansion, even knowing their fees would increase in the year 2021.

On-Campus students were similar – 82% said that the SU should expand. They were more in favor of additional dining and retail options than off-campus students. 75% of the students said that they would use the “late night” area at least once per week.

How often do you use the UNLV Student Union?

Percent

4.10% Never

8.98% Less than one time per month

5.42% 1 time per month

13.29% 2-3 times per month

11.67% 1 time per week

33.54% 2-3 times per week

17.39% Daily

5.62% More than once per day

Across all of the focus groups that were held, these are the most common themes

The current Union has many positives and negatives associated with it:

Pro:	Con:
Number of food vendors	Lack of healthy food options & food lines are long
Busy, always something going on	Not enough tables, chairs and outlets to plug into
Center of involvement on campus	Not enough office or storage space for RSOs
Provides great services such as the Copy & Send expensive	Don't know how to reserve space/feel it is too
The bank & the POD	Doesn't have enough banner space
Art Gallery space	Needs better ways to advertise events
Space to socialize	Crowded, too small compared to student enrollment
Well-kept building	Homeless people on the 1 st floor
Does a good job hosting events	Not enough parking by the building
Natural light	Loud & echoes all noise

Almost all participants agreed that it is hard to find space to sit unless you arrive early in the morning. It is also very difficult to find places to study or be quiet in a noisy building. Additionally, most participants agreed, when asked, that they have sometimes chosen not to come to the Union at all due to the lack of seating, long food lines and general noise factor.

Participants cited several additions that they would like to see considered for the future expansion:

- Meeting rooms including an additional ballroom & activity space on the 1st floor
- More gender neutral restrooms and changing facilities for events such as productions in the theatre
- Expanded lounge areas with possible lounges for veterans and non-traditional students, etc., as well as sleep pods, lactation space and other quiet spaces
- Office space & storage space for RSOs, CSUN, the Scarlet & Gray Free Press, administrative offices, etc.
- More TVs, microwaves, charging stations, tables & chairs, and improved WiFi
- A centralized bulletin board space with information for all events on campus
- Healthier dining options & making dining more accessible for those with disabilities and dietary restrictions
- More space celebrating diversity through art, The Intersection, LGBT Center, etc.
- More space for students to come together to chill but also to collaborate
- An on campus bar/pub or a bowling alley
- Host movie nights in the theatre

None of the participants were surprised to learn that the current Union is already undersized compared to the student body, and future enrollment projections. Participants were even more likely to think favorably about the cost if it would not be implemented until construction was underway or the building was open. Furthermore, many participants thought about this project through the lens of an improved campus community when and if they personally chose to return to UNLV for graduate and/or professional degree work.

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Almost all participants thought that incorporating the Bookstore would be a good idea to unify the two spaces, create better traffic flow, encourage students to visit the Bookstore more often than just at the beginning and end of the semester, and to create a quiet place where people could potentially hang out.

The idea about the Dining Commons being combined with the Union met with a bit more resistance, especially among students who currently live on campus or have in the past. There were concerns about the cost of dining in the Union being higher, dining being remote for students living in Dayton & South, and making sure there is enough seating, especially for residential students to be able to sit together. However, participants were generally open to the idea, especially if it meant bringing more healthy eating options into the building.

Furthermore, participants who are involved in Student Organizations and Student Government were excited by the prospect of being able to program more due to meeting room & event space being expanded. They cited lack of available space after priority registration as a challenge to providing events on campus.

Overwhelmingly, the participants were very positive about the prospect of expanding the Student Union and are looking forward to providing more feedback via the survey coming out in spring 2018 and/or being involved in a steering committee. However, focus group participants are also very concerned with making sure that the building is student driven and that those leading the process are accountable to ensuring that any future expansion is pursued with student needs at the heart and that the building is accessible to all regardless of ability.

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UNLV RFQ # 729-CH
Appendix E – Site Plan of Project Limits



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