



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)**

**REQUEST FOR PROPOSAL 577-DC
FOR THE CONSTRUCTION MANAGER AT RISK FOR THE UNLV RAJ
FIRST AND SECOND FLOORS RENOVATION PROJECT**

RELEASE DATE: Wednesday, July 10, 2013

MANDATORY PRE-PROPOSAL MEETING AND SITE INSPECTION Tuesday, July 16, 2013, 1:30pm PDT
UNLV RAJ Building Lobby

LAST DAY FOR QUESTIONS: Friday, July 19, 2013, 5:00pm PDT

LAST DAY FOR ADDENDA : Wednesday, July 24, 2013, 5:00pm PDT

OPENING DATE, TIME and LOCATION: Thursday, August 1, 2013, 3:00pm PDT
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed Proposals, **one (1) original, five (5) copies**, and one **(1) electronic copy**(CD or flash drive), subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. **All Proposals must be received on or before the opening date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this RFP, fax or e-mail your questions directly to:

DONNA CRUZADO
donna.cruzado@unlv.edu
Phone: 702-895-0968
Fax: (702) 895-3859

Visit the UNLV Purchasing website at <http://purchasing.unlv.edu/purchasing/solicitations> for posted RFP documents and any addenda.

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

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SECTION A INTRODUCTION

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal for a Construction Manager at Risk (CMAR) for the pre-construction and potential future construction services for the UNLV Rogers Administration & Justice Center (RAJ) first and second floor renovation project. The preconstruction services will be performed in conjunction with the scope of services being provided by the selected architect for the project.

The purpose of these improvements is to renovate space on the first and second floors of RAJ to accommodate relocation of several academic units from other locations on the Maryland Campus to this facility. Future occupants consist of Honors College, Black Mountain Institute (current occupant also to be future occupant in building), Law School, English Department Faculty, Writing Center, and Math Learning Center.

Project scope of work includes renovation and expansion of the existing 4 story RAJ building. Renovation work will occur at floors 1 & 2 and expansion work will occur at floors 1, 2, and 3. RAJ is connected to the William Boyd School of Law (BSL) by a bridge on floors 3 & 4.

The existing RAJ building is approximately 89,542 square feet and the scope of work is approximately 52,297 square feet including both renovation and expansion areas. This includes: shell expansions at the west and southeast, system upgrades, core building upgrades and tenant improvements. Scope of work occurs at Floors 1, 2, and 3 of the building primarily with shell improvements at Floor 3 for a future tenant improvement. No other work is intended on Floor 4, or the bridges, or William Boyd School of Law Building. Project will be phased.

The existing RAJ building is a concrete slab on grade, moment frame system with a 3 hour structural fire rating. The west expansion will be a three story addition to the current building with assumed structural components to be slab on grade, steel post and beam, steel deck and concrete flooring, and roofing with steel beams and deck. The south expansion occurs in-between the existing glazing and the screen wall of the existing building. The building face will be expanded to the south at floors 1, 2, & 3 of the building. The structural system is intended to match the existing system: slab on grade, moment frame system with steel deck and concrete flooring. System improvements will include demolition of existing mechanical, power, lighting, fire protection, communication and glazing systems on floors 1 & 2, and replacement and upgrades to those systems. Core upgrades will include improvements at the restrooms, lobbies, new elevator, and signs at floors 1 & 2. Tenant Improvements will include 6 (six) relocated university departments and will occur on Floors 1 & 2. Demolition in the existing department areas will occur on Floors 1, 2, and a portion of Floor 3. Hazardous Material Abatement will be required at two rooms in the building. Coordination of FF&E may also be included as part of various phases of the project.

An initial project phase including a general facility assessment; programming, conceptual design, conceptual cost estimating and phasing schedule for all construction phases will have been completed by UNLV by the end of July 2013.

The scope of work for this RFP will be to complete limited pre-construction services to include review of conceptual design, conceptual cost estimating and phasing/scheduling for all project phases that have been completed by UNLV. This will include a confirming conceptual cost

estimates for all phases. Thereafter the scope will include construction services for one phase concurrent with the pre-construction services of the next phase until all phases are complete.

2. UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)

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

3. TERMINOLOGY

BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.
COMPANY(IES)	"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
CONTRACT	AIA 133, A133 Exhibit A, and AIA 201 resulting from this RFP.
CONTRACT DOCUMENTS	The RFP documents, Proposer's Proposal and the AIA 133 and AIA 201 plus Exhibits and any mutually agreed upon written modifications
GENERAL TERMS AND CONDITIONS	By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
GMP	Guaranteed Maximum Price as defined in AIA 133 and 133 Exhibit A.
CMAR	Construction Manager at Risk as defined in MRS Chapter 624 and explained in AIA 133.
CONTRACTOR	Successful Proposer(s)
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.

NSHE	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
PROPOSER(S)	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this RFP or you, as applicable.
REQUEST	Request for Proposal, RFP
RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.
UNLV	University of Nevada, Las Vegas

SECTION B SUBMISSION INSTRUCTIONS AND EVALUATION OF PROPOSALS

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

1. MANDATORY PRE-SUBMITTAL INFORMATIONAL MEETING AND SITE WALK

There will be a mandatory pre-submittal informational meeting on the date and at the location indicated on the cover sheet of this RFP. Attendees at the meeting should consist of staff members proposed to work on this project. Additional team members may attend the meeting at the contractors' 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 will result in the rejection of the Proposal.

During the meeting, UNLV staff will be available to answer questions about the RFP. Verbal responses to questions made at the informational meeting will be followed up with written addendum to the RFP. Verbal clarifications will not be binding.

2. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made to the written specifications by UNLV employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. Written Addenda will be sent to those attending the Pre-Bid meeting and will be posted on the UNLV Purchasing website: <http://go.unlv.edu/purchasing/solicitations>. All addenda must be acknowledged on the RFP Response Form. Proposals may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed 75 pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. All figures must be written in ink or

typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and must indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's firm shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFP should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

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

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

- o) All Proposers, by signing the RFP Response Form, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated by identifying and addressing specific exceptions.
- p) All Proposers, by signing the RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFP document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Proposals are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Proposals must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Proposal submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award. **Prices are not considered proprietary and should not be marked as so.**

3. ALTERNATE BRAND/SPECIFICATION REQUEST

- a) Unless stated otherwise within this solicitation, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type.
- b) Any request for alternate equipment or specifications must be submitted, in writing, to the purchasing representative listed on the first page of this document by the last day for questions. Such requests will be evaluated and a determination made as to whether they meet the criteria for an approved as "equal". Any such approved "equals" will be posted with the Addendum for all bidders to consider. Absent such approval, all Proposals received will be required to furnish items exactly as specified. Failure of a successful contractor to provide equipment or process as specified will be a basis for termination for default.
- c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) UNLV reserves the right to consider submittals not in exact accordance with the specifications.

4. SUBMISSION REQUIREMENTS

- a) **Mandatory Pass/Fail Requirements: (TAB 1)**
 - 1) Certification that Proposer has not been terminated from any contract for breach of contract, or had been identified as excluded from doing business with the Federal

Government. Evidence of such termination will disqualify the Proposer from doing work with the University.

- 2) Evidence of holding a valid State of Nevada Contractor's License.
- 3) Evidence of required Insurance as identified in Section 11 of attached sample contract AIA A201.

b) Organizational Qualifications: (TAB 2)

1. Provide a brief narrative describing the CMAR Firm, including size, ownership/principals, length of time in business, number of personnel by discipline or area of the firm.
2. Provide an organization chart of the company, identifying where this project will fit in the firm structure or organization; identify key staff (as identified in Article 2 of AIA 133) proposed for this project, with resumes.
3. Identify the number and size of current project workload. Summarize the firm's experience with applicable institutional building types (i.e., major events and athletic facilities) and related support items (parking, staging, marshaling, etc.), using the Construction Manager at Risk construction delivery method.
4. Describe the basis of firm's familiarity with higher education campuses.
5. List the services and potential trades that are proposed to be performed by the CMAR in-house, and those services and trades proposed to be provided by a party contracted to the CMAR

c) Project Experience: (TAB 3)

1. Identify at least three and no more than six projects of similar size and complexity that have been successfully completed by the contractor under the CMAR method of contract within the past ten years.
2. Identify each project by name, client/owner, and size, scope of work, initial contracted value and final contracted value.
3. Provide a client/owner point of contact for each project, with phone number and email address. Identify which of these projects the proposed key staff supported and in what capacity.
4. Identify any Litigation and Dispute History in the past five years, including assessment of liquidated damages, contract terminations, and judgments against them.

d) Project Management Approach: (TAB 4)

1. Describe the general approach to this project, critical issues related to this project, and how you propose to resolve them; describe your approach to managing cost and change orders, schedule/project phasing and coordinating with facility and university events/activities.

2. Provide a chart showing all projects completed in the past three years that identifies the budgeted cost and schedule and the number and cost of all change orders.

e) **Approach to Quality Assurance and Safety: (TAB 5)**

1. Describe the firm's quality assurance program, identifying the person responsible for quality assurance on this project; provide a list of all safety violations and their resolution on all projects completed in the past three years.
2. Provide a brief summary narrative of your safety program.

f) **Proposed Price – MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE**

1. Complete Pricing Response Form, Section F, and submit in a separate sealed envelope. This includes the identification of the fixed fee for Preconstruction Services for the "Assessment" phase and the Conceptual Design Phase; Construction Management fee, and Bond Rate.
2. UNLV will pay the fees for the plan review and inspection services of the State Public Works Division, State Fire Marshall, and other agencies as applicable. No utility review or connection fees are anticipated on this project.
3. For Projects proposed to cost in excess of \$100,000, payment and performance bonds will be required for the full amount of the Guaranteed Maximum Price and payment of Prevailing Wages will be required. Bonds are required to be submitted within five (5) days after acceptance of the GMP.

5. EVALUATION OF PROPOSALS

- a) At the date and time stated in this Request, all Proposals will be opened publicly and the name of the respondents 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.
- b) Proposals will initially be reviewed to ensure that they have addressed the Pass/Fail requirements identified in Section B.4.a above.
- c) Those Proposals that meet the minimum qualifications will be evaluated by an evaluation committee.
- d) **Technical Evaluation:** The Proposals will be evaluated based on the criteria listed below from which UNLV may identify a "short list" of best qualified firms or may move to award.

Weighted Evaluation Criteria

Possible Points

- | | |
|--|----|
| 1. Organizational Qualifications (TAB 2) | 20 |
| • Team composition | |
| • Experience of Member firms | |
| • Experience of key staff | |

2. Project Experience (TAB 3)	20
• Relative Projects	
• Performance record	
3. Project Management Approach (TAB 4)	15
4. Approach to Quality Assurance & Safety (TAB 5)	5
Total Possible Technical Points	60

e) **Cost Evaluation:** Cost will be independently evaluated according to the evaluation criteria stated below:

1. Pre-Construction Fixed Fee
2. Construction Management Fee
(Expressed as a percentage of construction cost)
3. Bond Rate
(Expressed as a percentage of construction cost)

Total Possible Cost Points	40
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Total Possible Points	100
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f) UNLV reserves the right to conduct interviews with Proposers at any stage of the process. Such interviews may be for clarification of Proposal elements or for presentation of Proposal information. If interviews are conducted, the Proposer shall have present the project manager, project superintendent, and may bring others that are proposed on the project. If interviews are conducted, information from interviews will be considered in developing the Technical Scores.

g) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.

h) UNLV reserves the right to reject any or all Proposals or any part of the Proposal and to waive informalities and minor irregularities in the Proposals received.

6. STIPEND

No stipend will be offered for submission of a response to this RFP. No compensation of any amount, or type, will be given to any team for preparing a response to this RFP. All costs associated with preparation of the RFP response are the responsibility of the Proposers.

7. LATE PROPOSALS

Formal, advertised Request for Proposals indicate a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the

expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

8. WITHDRAWAL OF PROPOSAL

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

SECTION C GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

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

2. APPROPRIATIONS

The terms of any Contract issued are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this 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 the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. AWARD OF CONTRACT

- a) Award will be made to the most responsible and responsive Proposer. The basis of award will be determined by evaluation of items as listed in section B.5, Evaluation of Proposals, and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and the UNLV.
- b) A contract will be awarded on the basis of which Proposal UNLV deems best suited to fulfill the requirements of the RFP. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP.
- c) UNLV shall not be obligated to accept the lowest priced response, but will make an award in the best interests of UNLV after all factors have been evaluated. All evaluations factors identified in Section B.5 will be used for evaluating Proposals. UNLV reserves the right to negotiate final contract terms with any Proposer selected. Such negotiations may result in modification to contract clauses or the request for a Best and Final Offer.
- d) A formal Contract will be signed by the successful Proposer and UNLV to perform this service. The term of the contract will be will be identified in the contract with a completion not to exceed date. Liquidated Damages will be determined at a later date per the terms of AIA Document A133-2009 as amended. Liquidated Damages in the amount of \$5,000 per instance will be assessed for changes to the Construction Manager at Risk's authorized representatives per the terms of AIA Document A133-2009 as amended.
- e) The terms and conditions contained in the attached sample contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the sample contract, will constitute and govern any agreement that results from this RFP. If a Proposer takes exception to any terms or conditions set forth in the contract, Proposer must submit a list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFP. 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.

4. COMPLIANCE

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. CONFIDENTIAL TREATMENT OF INFORMATION

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

6. CONFLICT OF INTEREST

Persons or firms submitting Proposals on this solicitation are certifying that they have had no contact with an employee or member of the NSHE in any manner that would give that company or person submitting such a Proposal, any unfair advantage over any other company or person submitting a Proposal. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular Proposal without further consideration.

7. DEFAULT OF CONTRACT

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

8. DISQUALIFICATION OF PROPOSERS

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

- a) Failure to use the forms furnished by the UNLV.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly provide a full response in the RFP Response Form, Pricing Response Form or Royalty Response Form, as applicable.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.

- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) UNLV reserves the right to waive any minor informality or irregularity.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

11. PAYMENT TERMS

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

13. PROTESTS

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

To be considered, all Protests must identify the following:

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

14. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:
- (1) Proposer's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this RFP is issued.
 - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
 - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:
- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
 - A description of the goods or services purchased
 - The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
 - The reporting information must be available to UNLV by September 15
- 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.

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

15. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which UNLV is involved. It is important that Proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the Proposal documents.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under this Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment the 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 the University's energy and financial performance while distinguishing our institution as an environmental leader.

16. TAXES, LICENSES AND PERMITS

- a) It is the Proposers' responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. UNLV is exempted from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid.
- c) At the time of submitting the Proposal, the Proposer must have a current State of Nevada Contractor's license relevant to the work. For subcontracted work, the subcontractor must have the applicable specialty license.

SECTION D SCOPE OF WORK/SPECIFICATIONS

1. PROJECT SCOPE OF WORK SUMMARY

UNLV is seeking an experienced and qualified Nevada-licensed General Contractor to serve as the Construction Manager at Risk (CMAR) to provide pre-construction services, demolish (including abatement of hazardous materials, if necessary), construct, and warranty the project. During the preconstruction phase of the project the Project Executive and Project Manager shall be available to meet with the Owner bi-weekly or as needed. The CMAR selected from this solicitation must have a local Nevada staffed office, during construction, where the Project Executive, Project Manager, Superintendent and Safety Director must be located as their primary office until the project has been completed.

The project shall comply with the requirements of OSHA, all applicable federal, state and county statutes, regulations, and codes. UNLV will be the Owner and will take final acceptance.

The cost of the construction work will be based on a Guaranteed Maximum Price (GMP) as described in the Sample Contract. UNLV will request GMP's which will be phased per the Sample Contract. The budget range for construction is \$5 - \$6 million, based on funding being sought for this project. Initial project phasing including a general facility assessment; programming, conceptual design, conceptual cost estimating and phasing schedule for all construction phases will have been completed by UNLV by the end of June 2013. Phase 1 construction may commence in Spring/Summer of 2014. Floors 3 & 4 will remain occupied during the construction period of all phases. The schedule will be determined based on the availability of funding over the next 2 – 3 years.

During the construction schedule development process, it is the responsibility of the CMAR to make reasonable improvements as necessary to the proposed construction schedule by further recommending the design/construction phasing that reduces the proposed duration of construction. Among the items that should receive consideration in achieving these objects are: identification of long lead items, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies during the design phase to expedite their reviews, and proactive interaction with subcontractors to establish their commitment to the project's budget and schedule objectives.

This project will require the General Contractor to be the CMAR. The duties of the CMAR are specified in the attached Sample Contract and include: 1) pre-construction services such as, the development of schedules, preparation of construction cost models/estimates, packaging of early trade bid packages, field verification of all conditions, etc., to manage the project cost and schedule; 2) review of design, costs, schedules and other aspects, as applicable, with UNLV; 3) bidding/buyout, of subcontractor work to maintain the GMP and schedule and 4) other services not mentioned that are consistent with the requirements of the facility construction.

2. PROJECT TECHNICAL REQUIREMENTS

This project will be done in phases.

Limited Pre-Construction services on all phases will be completed by August/September 2013. Limited Pre-Construction services will include review of conceptual design, conceptual cost estimating, and phasing/scheduling for all project phases. Full Pre-Construction services

resulting in a Guaranteed Maximum Price (GMP) for in Phase 1 will be in January/February 2014.

Upon UNLV's acceptance of Phase 1 GMP, Phase 1 construction will commence and Pre-Construction of Phase 2 will be initiated. Subsequent phases will follow with the construction of one phase concurrent with Pre-Construction service for the next phase until all phases are complete.

The CMAR will evaluate the following Phasing Options as part of the Limited Pre-Construction to determine the option which is the best value for UNLV.

PHASING OPTION A – 1st Floor T. I. / 2nd Second Floor T.I.

Phase 1

- Demolition – 1st, 2nd, and 3rd Floors
Hazardous Material Abatement
Demolition of Existing Department Areas
- Shell Expansions
Shell Expansion West - 1st Floor
Shell Expansion South - 1st, 2nd & 3rd Floors
- System Upgrades - 1st & 2nd Floors
Mechanical System
Power System
Lighting System
Fire Protection System
Communication System
Glazing
- Core Upgrades- 1st & 2nd Floors
Restrooms
Lobbies
Elevator
Signs

Phase 2 - 1st Floor

- Honors College T.I.
- Math Tutoring T.I.
- Writing Center T.I.
- English Department – 1st Floor T.I.

Phase 3 - 2nd Floor

- BMI T.I.
- Law School T.I.
- English Department – 2nd Floor T.I.

PHASING OPTION B - West 1st & 2nd Floor T.I. / East 1st & 2nd Floor T. I.

Phase 1 - Same as PHASING OPTION A

- Demolition - 1st, 2nd, and 3rd Floors
Hazardous Material Abatement
Demolition of Existing Department Space
- Shell Expansions
Shell Expansion West - 1st Floor
Shell Expansion East - 1st, 2nd & 3rd Floors
- System Upgrades - 1st & 2nd Floors
Mechanical System
Power System
Lighting System
Fire Protection System
Communication System
Glazing
- Core Upgrades - 1st & 2nd Floors
Restrooms
Lobbies
Elevators
Signage

Phase 2 - 1st & 2nd Floors West

- Honors College T.I.
- BMI T.I.
- Law School T.I.

Phase 3 - 1st & 2nd Floors East

- Math Tutoring T.I.
- Writing Center T.I.
- English Department – 1st & 2nd Floor T.I.

* T.I. = Tenant Improvement(s)

**SECTION E
PRICING RESPONSE FORM**

1. Pre-Construction* Fixed Fee for all Phases _____
(Pre-Construction Services includes review of conceptual design, conceptual cost estimating, and phasing/scheduling for all project phases completed by UNLV by July 31, 2013, CM's confirming conceptual cost estimate for all phases.)

2. Construction Management Fee Applicable for each Phase _____
(Expressed as a percentage of construction cost)

3. Bond Rate _____
(Expressed as a percentage of construction cost)

* Full Pre-Construction Services for each subsequent phase will result in a Guaranteed Maximum Price (GMP) for each phase. Each GMP will become a Change Order to the Contract. Section H, List of Subcontractors to be used on this Project, including Nevada Contractor License numbers for each, will be required with GMP submission.