Bid # (5240)
PWP # (CL-2016-261)

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

# INVITATION FOR BID NO. 5240-FG
# UNLV Maintenance Caulking Project for Student Services Complex A (SSC-A) and Maintenance Caulking and Paint Project for Beverly Rogers Literature and Law Building (RLL)

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| **RELEASE DATE:** | **Tuesday, September 6, 2016** |
| **MANDATORY PRE-BID AND SITE WALK:** | **Tuesday, September 13, 2016 at Campus Services Building 145 at 9:00 am** |
| **LAST DAY FOR QUESTIONS:** | **Monday, September 19, 2016 at 5:00 pm** |
| **LAST DAY FOR ADDENDA:** | **Monday, September 26, 2016** |
| **OPENING DATE, TIME and LOCATION:** | **Friday, September 30, 2016 at 2:00 pm**<br>**Local Time**<br>University of Nevada, Las Vegas<br>4505 Maryland Parkway<br>**Campus Services Building, Room 235**<br>Las Vegas, NV 89154-1033 |

Sealed bids, one (1) original one (1) electronic copy, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above ("Bid(s)"). All Bids must be received on or before this date and time to be considered. Bids may be mailed or hand delivered to the address above. Please go to http://maps.unlv.edu/ to view a map of the UNLV campus.

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

Franklin Godinez, Purchasing Analyst
purchasingunlv@unlv.edu
Phone: (702) 895-5883
Fax: (702) 895-3859

**Companies wishing to do business with UNLV and submit a responsive Bid ("Bidders") 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
## SUBMISSION INSTRUCTIONS

UNLV invites you to submit a Bid on the material and/or services specified within this IFB. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, Pricing Response Form, Bid Response Form, sample insurance if applicable, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the IFB may result in your Bid being declared non-responsive.

### 1. BID PREPARATION AND SUBMISSION

a) Bidders are expected to examine the entire IFB document including any attachments. Failure to do so will be at the Bidder's risk.

b) If it becomes necessary to revise any part of this IFB, a written addendum will be posted on http://go.unlv.edu/purchasing/solicitations and available for all Bidders 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 Bidders in written addendum form from the Purchasing Department.

c) Prices shall be submitted as requested in this IFB. When units are identified, the price for each unit Bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the Amount column for each item bid. In case of error in extension of price, the unit price will prevail.

d) **Bids 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 Bid. Bidders shall include with their Bid 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.

e) Each Bid must acknowledge all addenda issued, must be sealed and submitted in an envelope with the Pricing Response Form and the Bid Response Form and MUST indicate the name of the Bidder, Bid number, title of the IFB as listed on the first page of the IFB, and the date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Bids will not be considered.**

f) 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 Bid that is not properly addressed and identified.

g) Alterations, modifications or variations may not be considered unless authorized by this IFB document or by an addendum.

h) When not otherwise specified, Bidder must definitely state the time of proposed delivery. Days must be calculated in consecutive calendar days.

i) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.

j) Any irregularities or lack of clarity in the IFB should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Bidders.

k) Altering the IFB document and Bid form may render the Bid null and void.

l) All Bidders, by signing the **Bid Response Form,** certify that they agree to the terms and conditions set forth in this IFB 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 or a purchase order is issued by UNLV.

m) UNLV accepts no responsibility or liability for any costs incurred by a responding firm/company ("Company") prior to the execution of the Contract.

n) UNLV reserves the right to contract for less than all of the goods/services identified herein.

2. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

a) Unless stated otherwise within this IFB, wherever in the IFB 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. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

b) If the specifications of each item you are bidding are the same as those stated in the IFB, write in "AS SPECIFIED" where it states "STATE MANUFACTURER". If the specifications of the item you are bidding are similar to or equal to but not identical, list the name of the manufacturer and the item's model or stock number. **IF A SUBSTITUTE ITEM IS BID, TWO (2) COPIES OF COMPLETE SPECIFICATIONS OF THE SUBSTITUTE ITEM SHOULD ACCOMPANY THE BID. THIS IS NECESSARY IN ORDER TO HAVE YOUR SUBSTITUTE ITEM CONSIDERED. THE UNLV TAKES NO RESPONSIBILITY IN EVALUATING YOUR SUBSTITUTE ITEM IF THE SPECIFICATIONS ARE NOT INCLUDED.**

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 Bids not in exact accordance with the specifications.

3. **DISCLOSURE RESTRICTIONS**

a) The contents of your Bid or other information submitted to UNLV are subject to public release, upon request, after the Contract award.

b) **Bids are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Bids submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered for award.

4. **LATE BIDS**

Formal, advertised Invitations for Bids indicate a time by which the Bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the Bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this IFB.

5. **PUBLIC OPENING OF BIDS**

Bids will be opened and read publicly at the time and place indicated in the IFB. Bidders, their authorized agents and other interested parties are invited to be present. The total sum read shall be subject to the provisions of determination of the lowest Bid as outlined under the "Award of Contract" paragraph. Information read is subject to verification.

6. **WITHDRAWAL OF BID**

Any Bidder may request withdrawal of a posted, sealed Bid prior to the scheduled Bid 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 Bid be withdrawn and signs for its receipt.

## SECTION B
## GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of 90 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of any Contract issued, whether a signed purchase order or a signed contract based on the Minimum Contract Terms ("Contract") 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 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 shall be made to the lowest responsive and responsible Bidder after giving due consideration to price, quality, availability, conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV.

b) UNLV may accept any item or group of items of any Bids unless the Bidder qualifies its Bid by specific limitations.

c) UNLV reserves the right to award by item, groups of items, or all items, or to reject any and all Bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served.

d) UNLV reserves the right to award on a multi year basis and, if in the best interest of UNLV, to award to multiple Contractors.

e) A signed purchase order mailed (or otherwise furnished) to the successful Bidder ("Contractor") within the time for acceptance specified in the Bid, results in a binding contract without further action by either party and/or a formal Contract may be entered into between the successful Bidder(s) and UNLV.

f) If applicable, 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 constitute and govern any agreement that results from this IFB. If Bidder takes exception to any terms or conditions set forth in the Minimum Contract Terms (including the insurance requirements), or any general terms or conditions set forth herein, Bidder must submit a specific list of the exceptions as part of its response to this IFB. Bidder's exceptions will be reviewed by UNLV and may result in disqualification of Bidder's offer as non-responsive to this IFB. If Bidder's exceptions do not result in disqualification of Bidder's response, then UNLV may consider Bidder's exceptions when UNLV evaluates the Bidder's response.

g) If after the award of an item or items has been made to a Contractor and a purchase order is issued to that Contractor for the item or items awarded; the Contractor fails to furnish the items as

listed on the purchase order, that Contractor may be removed from our Bidder list for a period of one year.

h) Any governmental, state, or public entity within the State of Nevada or outside the State may utilize this IFB at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the Contractor(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

Companies submitting a Bid in response to this IFB are certifying that they have had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such an offer, any advantage over any other company or person submitting an offer. 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 offer without further consideration.

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF BIDDERS**

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

a) Failure to use the Bid forms furnished by UNLV.

b) Lack of signature by an authorized representative on the Bid Response Form.

c) Failure to properly complete the Bid Response Form and the Pricing Response Form or to comply with any applicable reporting requirements.

d) Evidence of collusion among Bidders.

e) Unauthorized alteration of the Bid forms.

f) Failure to submit requested documents required in Bid terms, conditions and specifications.

g) Failure to furnish proof of receipt of any addendum pertaining to that particular Bid project.

h) Any Bidder 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.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Bidder fails to furnish any item at the price specified in the IFB, whether such failure is due to a mistake of fact by the Bidder or any other reason, the UNLV Director of Purchasing and Contracts, may cause the name of such Bidder to be removed from the list containing the names of prospective Bidders to whom invitations to bid are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the Director of Purchasing and Contractsmay determine.

10. **FREIGHT TERMS**

a) All freight terms must be F.O.B. destination. Unless there is a separate line item for transportation charges (e.g., freight, insurance, etc.) in the Pricing Response Form, prices must include all transportation charges. At UNLV's sole discretion, UNLV may require that the goods be shipped by the successful Bidder using UNLV's FED EX account number.

b) Any Bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **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 Bidder shall not be due any interest or penalty on any unpaid amounts.

13. **PROMPT PAYMENT DISCOUNTS**

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

14. **PROTESTS**

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

Director of Purchasing and Contracts. The decision of the Senior Vice President for Finance and Business will be final. The Senior Vice President for Finance and Business 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 statement of the legal and factual grounds of the protest, including copies of relevant documents, and
5) The form of relief requested.

## 15. SAMPLES

Bidders may be required to furnish a sample of the product being bid after the Bid opening for further evaluation. Bidders will be responsible for any charges involved in shipping and picking up their samples.

## 16. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

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

a) In compliance with NSHE policy, a Bidder responding to any IFB 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 Bid:

   (1) Bidder's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder 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 IFB 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 IFB. 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 Bid. However, failure to provide a complete Bid in response to this IFB could result in rejection of the submittal as incomplete.

b) Any award from this IFB 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 Bidder to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. <u>These</u>

reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
- A description of the goods or services purchased
- The amount of expenditures with the subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30)
- The reporting information must be available to UNLV by September 15

c) Definitions

(1) 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.

d) All Bidders, by signing this Bid, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

## 17. SUSTAINABILITY

a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which UNLV is involved. It is important that Bidders share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the bidding documents.

b) UNLV may request the successful Bidder to provide reports related to sustainability on all goods and services provided in response to this IFB. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.

c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

## 18. TAXES, LICENSES AND PERMITS

a) It is the Bidders 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) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

## 19. EQUAL EMPLOYMENT OPPORTUNITY

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, sex, color, creed, ethnicity, religion, age, marital status, pregnancy, gender, gender identity, gender expression, genetic information, veteran's status, national origin, physical or mental disability, or any other factor protected by anti-discrimination law. 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 C
## PURCHASE ORDER TERMS AND CONDITIONS

1. **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 order.

2. **BUSINESS LICENSE REQUIREMENT**
A person 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 Contractor 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. For contracts in excess of $25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

3. **CANCELLATIONS**
UNLV reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall UNLV be required to pay more than contractor's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**
The above terms and conditions may only be modified by UNLV with the exception of clauses which may be in conflict with any Bid, proposal or Contract pertaining to this project. Bid, proposal or Contract terms and conditions will take precedence.

5. **DEBARMENT/SUSPENSION STATUS**
The Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

6. **DELIVERY**
Delivery must be made within the time stated and only to the destination stated on this order. If Contractor fails to deliver on time, UNLV reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on the order.

7. **GOVERNING LAW**
Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

8. **HAZARDOUS MATERIALS**
Contractors furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Contractors must furnish the necessary MSDS for each chemical, substance or product listed on the order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

9. **INDEMNIFICATION**

Vendor/Contractor, shall indemnify, defend and hold harmless NSHE/UNLV from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

10. **INSURANCE**

All Contractors performing work on UNLV premises are required to provide evidence of coverage for Worker's Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

11. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

12. **NON-DISCRIMINATION**

The Contractor shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. Contractor shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. Contractor shall comply with and shall require its subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

13. **PRICE WARRANTY**

Contractor warrants that the price(s) for the items or services 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 Contractor reduces its price(s) for such items or services during the term of this order, Contractor agrees to reduce the price(s) hereof accordingly. Contractor warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from UNLV.

14. **PROMPT PAYMENT DISCOUNT**

Contractor'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.

15. **PURCHASE ORDER NUMBERS**

UNLV purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

16. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Contractor warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

17. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Contractor shall comply with any and all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

18. **TAX EXEMPTION**

NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

19. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Contractor's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

20. **WARRANTY**

Contractor expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by UNLV. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

## SECTION D
## SCOPE OF WORK/SPECIFICATIONS

**Project Completion Date:** Substantial completions of this Project must be no later than **January 16, 2017**.

**Liquidated Damages** in the amount of $1,500 per day will be levied for each day the project is not completed after the required Project Completion Date.

**Liquidated Damages** in the amount of $1,000 for substitution of Key Personnel without prior consent.

Working hours: 6:00 am until 2:30 pm or agreed upon time

Start date: December 19, 2016

End date: January 16, 2017

### Lot 1
### Student Services Building Complex-A South Wing Caulking Project Location

1. South wing of building: Seal all windows and doors on entire south wing facing windows with Dow Corning (Color to Match, which has to be field verified) silicone based caulking along with backer-rod. The areas around the door frames need to have matching colored Dow Corning that is field verified. Make sure that the windows are cleaned, old seal removed and prepped well before adding the new seal.

2. South Wing East side of building will require Dow Corning's ALL Guard field verified color match on all window sills. Installation will follow all manufacturer's specifications for proper prep and installation methods.

3. South/East Corner of South wing has a random moving crack that needs attention. Installation of web-seal flashing that has sealant material along the entire edge of the seal. One coat minimum of a urethane coating over the seal to protect the seal from the elements.

4. Caulk all control joints and expansion joints entirety, especially where the South Wing buts up to the main building. (Field walk will be necessary to view this issue). Existing joints will be removed and replaced if necessary to provide a water-tight seal.

### Lot 2 – Option A
### Beverly Rogers Literature and Law Building (RLL) Caulking/Paint Project

- To install the specified sealant material, Dow Corning at all metal joint intersection, including vertical and horizontal metal panels, wet glazing on all windows and seal all windows and penetrations. Horizontal metal caps will be re-fastened and/or added fasteners will be used before adding sealant. The application of Dow Corning will need to comply with the manufacturer specifications and be color matched to the existing building color. The color match will have to be field verified (Mock up) and approved by UNLV Project Manager before the sealant can be used. Pressure washing and drying of the building caulking areas is a must before applying the sealant.

1. North East Corner – North Face of Building beginning at the North East Corner extending approximately 120 feet to the west – entire height of building.

2. East-North Corner – East Face of building beginning at the North Corner extending approximately 30 feet to the south – entire height of building.

3. South Face – Entry Way – From the bridge approximately 40 feet heading east - entire height of building.

4. Roof – Clean and install new Sealant on all metal laps. Fabricate and install cap piece to cover butt seams in wall cap to extend at least 2" over seam and seal.

5. Building will be completely painted with specialized paint that will adhere to the specified caulking used for the caulking project. Color of paint will be the same as the existing color of building. Contractor will be responsible for capturing color from building structure.

- Contractor will be responsible to remove and replace all bird screens necessary to complete the scope of work.

- Contractor will be responsible for securing area around any lifts, scaffolding, or swing stages at all times.

- Representatives from both UNLV Facilities Management and the Contractor, must be present for a final inspection job walk. The final invoice will not be accepted, until both parties agree that this job has been completed and functioning in a satisfactory fashion.

**Lot 2 – Option B**

**Beverly Rogers Literature and Law Building (RLL) Caulking/Painting Project**

- To install the specified sealant material, Dow Corning at all metal joint intersection, including vertical and horizontal metal panels, wet glazing on all windows and seal all windows and penetrations. Horizontal metal caps will be re-fastened and/or added fasteners will be used before adding sealant. Pressure washing and drying of the building caulking areas is a must before applying the sealant.

1. The entirety of the build will be caulked and sealed.
2. Roof – Clean and install new Sealant on all metal laps. Fabricate and install cap piece to cover butt seams in wall cap to extend at least 2" over seam and seal.

3. Building will be completely painted with special siliconized paint that will adhere to the specified caulking used for the caulking project. Color of paint will be the same as the existing color of building. Contractor will be responsible for capturing color from building structure.

- Contractor will be responsible to remove and replace all bird screens necessary to complete the scope of work.
- Contractor will be responsible for securing area around any lifts, scaffolding, or swing stages at all times.
- Representatives from both UNLV Facilities Management and the Contractor, must be present for a final inspection job walk. The final invoice will not be accepted, until both parties agree that this job has been completed and functioning in a satisfactory fashion

## SECTION E
## PRICING RESPONSE FORM

Will provide all materials, labor, tools, supplies, equipment, supervision, training and transportation necessary to complete the UNLV project, as described herein for the following amount:

Lot 1: **Student Services Building Complex-A**

$_____

Lot 2: **Beverly Rogers Literature and Law Building**

Option A $_____

Option B $_____

**Total for Lot 1 and Lot 2 option A: $**_____
**Total for Lot 1 and Lot 2 option B: $**_____

It is anticipated to execute a contract and issue a purchase order by Substantial completion of this Project must be no later than **January 16, 2017.**

Submitted By:

By: _____ Date: _____

Name: _____

Title: _____

Company: _____

**EXHIBIT A**

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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.

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).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A : | |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | ☐ CLAIMS-MADE ☒ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | ☒ | ☒ | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 500,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☒ HIRED AUTOS ☒ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☒ OCCUR | ☐ | ☐ | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☒ PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 500,000 |
| | PROFESSIONAL LIABILITY ☐ | | | | | | | |
| | PROJECT SPECIFIC | | | | | | | |
| | (IF APPLICABLE) | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ENDORSEMENTS/SPECIAL PROVISIONS

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| BOARD OF REGENTS<br>NEVADA SYSTEM OF HIGHER EDUCATION<br>4505 MARYLAND PARKWAY<br>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.<br><br>AUTHORIZED REPRESENTATIVE |

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SAMPLE