



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

**REQUEST FOR PROPOSAL NUMBER 631-DC FOR THE DESIGN AND  
CONSTRUCTION OF THE MPE PHOTOVOLTAIC ARRAY SYSTEM AND  
POSSIBLE FUTURE ON-CALL SERVICES**

**RELEASE DATE:** Thursday, December 11, 2014

**MANDATORY PRE-PROPOSAL  
MEETING AND SITE INSPECTION** Monday, December 22, 2014 at 1:00pm PST  
Campus Services Building, Planning & Construction Rm 131B

**LAST DAY FOR QUESTIONS:** Monday, January 5, 2015 at 5:00pm PST

**LAST DAY FOR ADDENDA :** Monday, January 12, 2015 at 5:00pm PST

**OPENING DATE, TIME and LOCATION:** Friday, January 30, 2015 at 3:00 PM PST

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

Sealed Proposals, one original, three (3) copies and one electronic copy of the technical proposal and one original of Section #, Pricing Response Form, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above ("**Proposal(s)**"). **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 Request for Proposal, fax or e-mail your questions directly to:

**Donna Cruzado, Senior Purchasing Analyst**  
**[donna.cruzado@unlv.edu](mailto:donna.cruzado@unlv.edu)**  
**Phone: 702-895-0968**  
**Fax: 702-895-3859**

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

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## **SECTION A** **INTRODUCTION**

### **1. PURPOSE OF REQUEST**

The University of Nevada, Las Vegas ("UNLV") seeks a Design-Build team/entity for the design and construction of solar panels at UNLV. UNLV has elected to participate in the NV Energy Renewable Generations Rebate Program and the Design-Build contractor will complete the scope of work in accordance with requirements of the program

The scope of work consists of two sections:

**Section 1** - The design and construction of approximately 350 Kilowatt AC Solar Array on the Paul McDermott Physical Education Building (MPE) on the UNLV Maryland Parkway Campus. Campus map and building floor plans are attached as Exhibit F. Proposals should provide an alternate for a weather station and a 5 year prepaid internet monitoring system.

**Section 2** - On-call services for the design and construction of solar panels at UNLV.

UNLV will accept Proposals from electrical contractors as a Prime Contractor as long as they comply with NRS 624.

### **2. UNIVERSITY OF NEVADA, LAS VEGAS**

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

### **3. TERMINOLOGY**

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	"Contract" is the final agreement with the Contractor.
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and the AIA 141 plus Exhibits and any mutually agreed upon written modifications
CONTRACT SUM	Total cost of project as defined in AIA 141, Article 4, including: cost or work plus design-builder's fee with a guaranteed maximum price.
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.
GENERAL TERMS AND CONDITIONS	By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.
MINIMUM CONTRACT TERMS	Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).
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 Request for Proposal 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 stated.
UNLV	University of Nevada, Las Vegas

## **SECTION B**

### **SUBMISSION INSTRUCTIONS**

UNLV invites the submission of Proposals on the material and/or 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 or Royalty Fee Response Form, RFP Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the RFP 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. At a minimum, the Proposer's team must be represented by the lead contractor, and lead designer. Attendees at the meeting should consist of staff members proposed to work on this project. Additional team members may attend the meeting at the Proposers 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.

#### **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 posted on <http://go.unlv.edu/purchasing/solicitations> and available for all proposers 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 must be acknowledged on the **Proposal Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed **100** 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) Guaranteed Maximum Price- 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 RFP 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 Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the 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>.
- 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 that it has had no contact with an employee or member of 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 Minimum Contract Terms (including all insurance requirements) unless otherwise stated.
- 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 Company prior to the execution of the Contract.
- s) UNLV reserves the right 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.
- 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.

- u) Projects exceeding \$100,000 requires the payment of Prevailing Wages. The Public Works Number for this Project is PWP #CL-2015-87. Prevailing Wages Rates for Clark County must be used. See PWP Website at [www.laborcommissioner.com](http://www.laborcommissioner.com). Click on Public Works/Prevailing Wages by County, and then click on Clark to view or print the Prevailing Wage rates for this project.
- v) For Projects exceeding \$100,000 and upon Notice of Intent to Award, the Successful Proposer must obtain Performance and Payment bonds equivalent to the contract amount. Bonds may be in the format attached or may use AIA Formats. Bonds must be submitted within five days of receiving the Notice of Intent to Award.
- w) The Successful Proposer will be required to submit proof of insurance at the limits identified in the attached Sample Contract.

### **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) **TAB 1.** Mandatory Pass/Fail Requirements - The Proposer is to provide:
  - 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 and Business License.
  - 3) Evidence of required Insurance as identified in Sample Certificate of Insurance attached to this RFP as Exhibit A and in Section A.11 of sample contract AIA A 141, attached to this RFP as Exhibit B.

- 4) The Prime Contractor must have completed at least one project with the Solar Generation Rebate Program. Provide evidence of project completion.

b) Evaluation Requirements - Proposers are to provide the following:

- 1) **TAB 2.** Identify team composition; describe the size and experience of the prime contractor, licensed design consultants, and any other key consultants, subcontractor or other team members proposed as a part of the team for this project. Further, describe the experience of the team members (staff and organizations) working together on similar projects;
- 2) **TAB 2.** Identify the key staff from each organization or company proposed on the project, their experience on similar projects, and their experience working with their respective organization or company.
- 3) **TAB 3.** Prime Contractors must provide details of previous projects, comparable in complexity, minimum of 50 KW AC Systems in size, within the past three (3) years. Include the following information:
  - a) Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f)
  - b) Owner contact information (Verify that all names, addresses, and phone numbers are current. Any reference that is not current will be considered non-responsive. Do not use references that are retired or no longer employed by the project's owner).
  - c) Architect contact information (if applicable).
  - d) Project Cost
    - i. Contracted amount and final construction cost
    - ii. Percent of change orders and reason for change
  - e) Completion dates (scheduled, substantial, and final)
  - f) Project Manager (person responsible to the Owner for the overall success of the project);
  - g) Project Superintendent (person responsible for coordinating the day-to-day work);
  - h) Other key members as applicable (name and responsibility)

Points of contact on projects provided in this section may be contacted as references. The Proposer grants permission to UNLV to contact all references identified. References from the Planning & Construction or Facilities Management Departments of UNLV will NOT be accepted. Furnishing incorrect or incomplete reference information may lead to the Proposer's elimination from consideration for award. The decision to eliminate a Proposer from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

- 4) **TAB 3.** To strengthen evaluation of project experience, additional projects may be supplied by the Proposer, with references identified.
- 5) **TAB 4.** Provide a project management plan, how the team is to be organized, approach to design, construction, start up, etc.
- 6) **TAB 5.** A concept design compliant with the RFP Scope of Work and Technical Requirements showing all components of the proposed system. (Section 1.02 Description of Work and Section 1.03 Technical Requirements). All equipment shall be within the approved section of the Solar Generations Rebate Program.
- 7) **TAB 6.** A detailed project schedule to meet the timing constraints, including proposed work hours.



- 8) **In a separate sealed envelope**, provide the Guaranteed Maximum Price (GMP) for a 350 KW AC System. Proposers also have the option to provide the GMP for maximum KW for the MPE roof. Each GMP should include the following:

- (a) Cost of the Work
- (b) Design-Builder's Fee
- (c) Design Builder's Contingency Amount
- (d) Design-Builder's Design/Pre-Construction Fee
- (e) Identify alternates, if any.
- (f) List of unit prices, if any.
- (g) Identify allowances, if any.
- (h) Identify assumptions, if any.

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.

## 5. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) Proposals will initially be reviewed to ensure that they meet the Pass/Fail requirements identified above.
- c) The Proposals will be evaluated based on the criteria listed below from which UNLV will determine the successful proposing team.

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
<b>1. Qualifications of Proposer (TAB 2-3)</b>	<b>25</b>
<ul style="list-style-type: none"> <li>• Proposed team members</li> <li>• Past project performance</li> <li>• Experience working on higher education campuses', public projects or complex operating environments.</li> </ul>	
<b>2. Quality of Design (TAB 4-5)</b>	<b>25</b>
<ul style="list-style-type: none"> <li>• Quality of Design</li> <li>• Quality of materials and country of manufacture</li> <li>• Sustainability features</li> <li>• All materials and devices shall conform to solar generation product requirements and warranties</li> </ul>	
<b>3. Design Build Schedule (TAB 6)</b>	<b>10</b>
<ul style="list-style-type: none"> <li>• Quality of Design phasing approach</li> <li>• Quality of Construction phasing approach</li> </ul>	
<b>4. GMP/Contract Sum</b>	<b>40</b>
<b>Total Possible Points</b>	<b>100</b>

- d) 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 lead contractor and lead design team professional for the project (including the project managers, project superintendent, and project engineer).
- e) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- f) 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.
- g) A Contract will be awarded on the basis of which Proposal(s) UNLV deems best suited to fulfill the requirements of this RFP and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Proposal fully meets the requirements of this RFP and/or meets the needs of UNLV.

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 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. The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**", and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.

b) UNLV intends to award Section 1 of this RFP's Scope of Work as a complete turnkey project and reserves the right to contract for less than all of the services identified herein. 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 section.

UNLV intends to award Section 2 of this RFP's Scope of Work to multiple vendors on a multi-year basis. The initial term of the Contract will be one (1) year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional three (3) one-year renewals terms ("Renewal Term(s)" or "Term(s)"). UNLV may, at its sole discretion, not renew contracts based on unsatisfactory performance or other reasons. UNLV also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this section.

c) The Proposer is solely responsible for the content of its Proposal and ensuring that it best meets the evaluation criteria set forth in this RFP. 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 RFP.

d) UNLV reserves the right to reject any or all Proposals or any part(s) thereof and to waive informalities and minor irregularities in the Proposals received.

e) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service. The term of the contract will be identified in the contract with a completion date or not to exceed date. Liquidated Damages in the amount of \$500.00 to \$1,000.00 per day will be assessed if the project is not completed by this date.

f) 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.

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

In case of default of the 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 UNLV.
- b) Lack of signature by an authorized representative on the RFP Response Form or to comply with any applicable reporting requirements.
- c) Failure to properly provide a full response in the RFP Response Form or Pricing 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) UNLV reserves the right to waive any minor informality or irregularity.

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

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

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **MANUALS**

In conjunction with performance of the contract, contractor will be required to furnish the following manuals, if applicable:

Parts Manual	As Built Drawing on a CD in PDF Format
Installation Manual	Operating Manual/Instructions
Training Manual	Warranty documentation

12. **PAYMENT TERMS**

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

13. **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 (7) 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 from the date of the letter issued by 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) Identification of the solicitation title and number being protested,
- d) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- e) The form of relief requested.

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

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 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 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 RFP.
- b) UNLV may request the successful Proposer to provide reports related to sustainability on all goods and services provided under its Proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.

16. **TAXES, LICENSES AND PERMITS**

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

UNLV seeks a Nevada-licensed Prime Electrical Contractor (C-2 or C-2g) who can assemble a design-build team of licensed professionals and subcontractors to design construct and warranty solar panels at UNLV. UNLV has elected to participate in the NV Energy Renewable Generations Rebate Program and the Design-Build contractor will complete the scope of work in accordance with requirements of the program. The Contractor is required to complete and submit all Solar Generations Rebate Program paperwork required to obtain the full rebate.

UNLV will accept Proposals from electrical contractors as a Prime Contractor as long as they comply with NRS 624.

The scope of work consists of the following:

#### **SECTION 1: MPE PROJECT**

The design and construction of approximately 350 Kilowatt AC Solar Array on the Paul McDermott Physical Education Building (MPE) on the UNLV Maryland Parkway Campus as described in the sections 1.02 and 1.03 below. The area available for solar installation is between the north and south gym of MPE and limited to the concrete deck. The design-build team/entity shall consist of a Nevada-licensed Prime Electrical Contractor (C-2 or C-2g) and Nevada licensed Engineering consultant(s) as required. The new Photovoltaic Arrays 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 design and construction work will be based on a Guaranteed Maximum Price (GMP) as described in Exhibit B, Sample Contract. It is the responsibility of the Design-Build team to make reasonable improvements as necessary to the delivery and construction/fabrication schedule by further developing 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, possible delivery issues, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies of the State during design phase to expedite and complete their reviews within the project schedule proposed in the RFP, and initiate proactive interaction with subcontractors to establish their commitment to the project's budget and schedule objectives.

The project will require the Prime Contractor to be the lead entity in organizing the design-build team. The Prime Contractor must assemble and structure the Design-Build Team so the Owner has direct input and engagement with all design disciplines with the lead contractor involvement. During the design phase, the design-build team shall provide: 1) design services to produce the required design and construction, SPWD and other applicable agency Permitted documents and approvals, based on this RFP; 2) 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; 3) review of design, costs, schedules and other aspects, as applicable, with UNLV; 4) bidding/buyout, of subcontractor work to maintain the GMP and schedule and 5) other services not mentioned that are consistent with the current standards of design-build practice.

During the construction phase, the design-build team shall provide: 1) Supplemental and additional design and engineering services required to support the submitted design 2) Delivery, construction/fabrication, related improvements, and the appropriate life safety aspects per the agency approved documents, 3) construction administration services by the general contractor to include the award and management of all trade contracts; appropriate construction site staffing to include a full-time on-site superintendent; management of construction activity, paperwork process, documentation, and inspections leading to a Certificate of Occupancy as applicable; 4) construction administration services by the design-build team's architect and engineers to

include field observation, and 5) other services not mentioned that are consistent with the standards of design-build practice. 6) Design-Builder shall comply with UNLV Design, Construction, and Sustainability Standards.

**MPE PROJECT PERFORMANCE REQUIREMENTS  
PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to the work of this Section.

**1.02 DESCRIPTION OF WORK**

- A. The work under this section includes but is not limited to the engineering, design, and construction of a new 350kW photovoltaic array on the Paul McDermott Physical Education Building (MPE). The area available for solar installation is between the north and south gym of MPE and limited to the concrete deck. The Technical Requirements for the new photovoltaic array are included in this RFP under Section 1.03. AC wattage of a system equals the California Energy Commission Photovoltaics for Utility Scale Applications Test Conditions (CEC-PTC) rating of the panels multiplied by the number of panels multiplied by the CEC efficiency rating of the inverter.
- B. The Design-Build Team is required to survey the existing site conditions to confirm they will meet or exceed all aspects of the project specifications and RFP as a whole.
- C. Any demolition, haul off, and disposal are to be done in a sustainable manner, i.e. in accordance with UNLV Design, Construction and Sustainability Standards (See Exhibit F at: [http://facilities.unlv.edu/plancon/sustainability\\_standards.html](http://facilities.unlv.edu/plancon/sustainability_standards.html)) as well as USGBC LEED standards and practices.
- D. UNLV is requesting a GMP for the project. UNLV is also requesting a statement included with the GMP that all materials and devices provided for this project comply with and meet all required performance and warranty requirements of the NV Energy Solar Generations 2014 Program Handbook.
- E. Prevailing wages reports will be required and submitted to UNLV on a monthly basis.
- F. Payment and performance bonds are required for this project.

**1.03 TECHNICAL REQUIREMENTS**

- A. UNLV has a preference towards PV panels manufactured and warranted in the United States. This will be one of the factors taken into consideration under quality of design during Proposal scoring.
- B. The installation may not compromise, damage, or alter the current building roofing system. If any building or roof penetrations are required they will be designed, approved, and warranted for 25 years. Ballasted systems are acceptable.
- C. Coordination with NV Energy will be necessary for the net metering connection and install.
- D. All plans and calculations must be submitted, though UNLV Planning and Construction Department, to The State Public Works Department for permitting and approval.
- E. The footprint on the roof shall comply with all State Codes and not exceed the roof structures allowable foot pounds. This is to be verified and calculated by the Design-Builder, and by a currently registered Nevada-licensed Structural Engineer.

- F. The Design should use minimum roof space to allow for future expansion of each system for all options where the KV capacity is less than the maximum capability of the roof for electrical power generation from the photovoltaic panels.
- G. The design shall also provide for access to and maintenance of existing roof mounted equipment.

#### **1.04 SUBMITTALS**

- A. Shop Drawings: Provide shop drawings prepared under the supervision of, and reviewed by, a qualified professional engineer
- B. The proposed Work Schedule, including proposed work hours.
- C. Two copies of Project Record Documents are to be submitted to the owner that include D size drawing sheets and a CD that includes both AutoCAD and PDF files of each and every drawing and specification.

#### **1.05 DELIVERY, STORAGE AND HANDLING**

- A. Bulk Materials: Deliver materials in clean, washed and covered trucks to eliminate contamination during transportation. On site stockpiling locations to be coordinated with the University. Stockpile only in areas free of debris and away from drainage routes. Cover all materials with plastic or geotextile if materials are to be stockpiled more than 48 hours.

#### **1.06 PROTECTION OF UTILITIES AND STRUCTURES**

- A. The Contractor shall take special care to protect all surrounding structures and utilities. Any structures or utilities broken or damaged by the contractor or their subcontractors must be repaired immediately, to the satisfaction of the University, without delay. Failure to do so will result in back charges to the contractor for repair services.

#### **1.07 WARRANTY**

- A. The PV panels warranty shall replace or repair non-productive panels with new materials or panels, including installation at the sole expense of the warranting contractor for a period of twenty five (25) years to the University from the date of substantial completion.
- B. The Inverters warranty shall replace or repair defective inverters with new materials or inverters, including installation at the sole expense of the warranting contractor for a period of ten (10) years to the University from the date of substantial completion.
- C. A principal of the applicable firm, duly authorized to make contracts, shall sign the Paul McDermott Physical Education Building (MPE) Photovoltaic Array Systems contractor warranty. The term "contractor" contained herein means the firm furnishing the warranty. "University" is the Board of Regents on behalf of the University of Nevada, Las Vegas.
- D. The Contractor shall be required to guarantee 100% of all labor, materials, workmanship and services for the Paul McDermott Physical Education Building (MPE) Photovoltaic Array Systems.
- E. All operation and maintenance manuals, as built drawings, and all other project documents are to be delivered to the University prior to final payment.

#### **1.08 PROJECT MEETINGS**

- A. A Pre-Construction meeting is intended to be held at the UNLV Campus Services Building, Planning and Construction, Room 131B approximately one week prior to commencement of Design and Construction.
- B. Weekly project meetings are intended to be held either on site or at the UNLV Campus Services Building, Planning and Construction, Room 131B. Time and day to be determined.
- C. The contractor will be required to record and submit all meeting minutes for these meetings.
- D. Consistent with the UNLV Preconstruction Meeting Agenda. These items will be covered by UNLV first in the meeting and the items contained in this list will become part of the contractual requirements.

## **PART 2 - MATERIALS**

### **2.01 GENERAL**

- A. All products and work shall be superior or equal to that required by governing codes, ordinances, rules and regulations.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. The Contractor is required to coordinate with other trades as required to maximize schedule effectiveness.
- C. The Contractor shall perform all work in strict accordance to the approved drawings, shop drawings and manufacturer's specifications and instructions.
- D. Verification: The Contractor is responsible for verifying and completing all installed work of this RFP as a whole.
- E. All inspections will be performed by the State Public Works Division and State Fire Marshal and it is the responsibility of the contractor to schedule all inspections with both the State Public Works Division and State Fire.

### **3.02 GENERAL CLEANUP**

- A. The site shall be kept clean and free of debris throughout the installation by the contractor. Remnant materials shall be stored or disposed of daily in a proper container or legal manner.
- B. After completion of the entire project, the site shall have a general cleanup removing all debris remaining on the site that is not a part of the final project.
- C. The cost of each unit supplied to this project shall be a part of the total Guaranteed Maximum Price given in the Design-Builders RFP response and become the sole expense of the Prime Contractor.
- D. Contractor shall provide the labor, supplies, and equipment as necessary for final cleaning of surfaces and installed items.
- E. All usable remnants of new material shall become the property of the Owner.
- F. Surfaces, recesses, enclosures, etc., shall be cleaned as necessary to leave the work area in a clean and immaculate condition ready for immediate occupancy and use by the Owner.

### **SECTION 2: ON-CALL SERVICES**

UNLV reserves the right to award contracts for on-call services for the design and construction of solar panels at UNLV. Evaluation of this section will be based on the qualifications of the Proposer and quality of design (Tabs 1-5 of the Proposal). Cost or schedule will not be a factor in evaluating this section. Successful Proposers will be required to enter into a contract with UNLV for an initial term of one year with an option to renew, at UNLV's sole discretion, for an additional three (3), one-year periods. Contracts will have similar terms and conditions to the AIA form Contracts provided in Exhibit B.

When a particular job arises and it is determined that the on-call Contractors shall be utilized, a designated UNLV Project Manager shall solicit quotes/responses from all the Contractors. The UNLV Project Manager will work directly with the Contractor for the duration of the project. However, Contractor will not begin work until issued a purchase order by the Purchasing Department.

All quotes on individual projects must be submitted on UNLV's ITQ. The successful Contractor for a project will be awarded a purchase order and notice to proceed for the project. If a Contractor is not interested in a particular job, a "no bid" ITQ must be submitted to the UNLV Project Manager. UNLV reserves the right to cancel Contracts if Contractors do not respond to the ITQs with a "no bid" response or if, in UNLV's sole discretion, Contractors submit several "no bid" responses to ITQs and are deemed by UNLV to be non-responsive to providing on-call services. UNLV also reserves the right to replace cancelled, terminated or non-renewed Contracts with new ones from other Proposers during the term of the contract and renewals for this solicitation. Replacement Contracts may be selected from Proposers who responded to this RFQ but were not initially selected or a new solicitation may be processed.

Individual projects under this contract shall not exceed \$2,000,000 and the annual aggregate total for all projects shall not exceed \$4,000,000 per Contractor. The actual volume of work will depend solely on UNLV's needs. This RFP or resulting contracts shall not be interpreted or construed as a commitment or a promise by UNLV to expend any specific sum of money for the services identified herein.

If, at any point during the contract period, a Contractor is unable to provide the manpower or equipment to meet the project's requirements, UNLV will be authorized to award the project to another Contractor. The UNLV Purchasing Department will issue a purchase order to any Contractor of its choosing in order to meet the

requirements. UNLV reserves the right to issue a separate solicitation for any project for the design and construction of solar panels at UNLV at its sole discretion.

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

## **PART 1 – ON-CALL GENERAL OPERATING PROCEDURES**

1. **Pricing:** Purchase order pricing will remain firm during the duration of the Purchase Order. However, current wage rates must be used if applicable. Quotes will be held firm for 60 days.
2. **Purchase Orders:** If UNLV shall elect to use this contract, UNLV Project Manager will prepare an ITQ, including the project technical scope of work following UNLV policies, project specific delivery scope items, and other items and the lowest responsive/responsible Contractor will be issued a purchase order to perform work. The Contractor will prepare and submit a quote on the ITQ form prepared by the UNLV Project Manager and referenced documents and materials in the ITQ. Site visits will be conducted as necessary and arranged by the UNLV Project Manager. Contractor shall submit completed ITQ to UNLV Project Manager for review/approval. Issuance of a Purchase Order and Notice to Proceed by the Purchasing Department shall authorize the Contractor to proceed with the work.

Submittals: Contractor shall submit shop drawings as required by the scope of work of the project or the UNLV Project Manager. Manufacturer technical data and/or samples as required by UNLV Project Manager per the design or the technical specifications shall be delivered to UNLV Project Manager within five (5) working days of Notice to Proceed or at a time as designated by the UNLV Project Manager.

Because coordination of permits, final inspections and the collection and updating of utility records fall within UNLV Planning and Construction responsibilities, no work may be contracted without a UNLV Planning and Construction Representative approval and final review.

3. **Work Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable for performing work requests which are clearly beyond the defined Scope of Work. If a Contractor is asked to perform a scope of work not requested by the UNLV Project Manager or not indicated in the ITQ upon which a Purchase Order has been issued, Contractor must report such requests to the attention of the UNLV Project Manager. If the Contractor performs such unauthorized work, the costs for the unauthorized work may become the liability of the Contractor and UNLV will be under no obligation to make payment for unauthorized work.
4. **Work Scheduling:** All work shall be, insofar as possible, performed during normal working hours (8:00 A.M. to 5:00 P.M.) Monday through Friday. However, some projects may require work outside the normal hours and this will be specified in the ITQ scope of work. All work shall be coordinated with the UNLV Project Manager to avoid interference with any facility schedule.

The UNLV Project Manager representative will sign the appropriate form verifying that the work has been completed. A list of worker's name(s) and job classification(s) shall be included on the form.

5. **Response Time:** Contractor will be expected to respond to the approved work order within three (3) days for routine requests and within one (1) day for emergency requests, unless otherwise specified in the purchase order.

6. **Interrupting Services:** The Contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during construction or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the UNLV Facilities to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of UNLV. A minimum of 72 hours' notice shall be given to UNLV Project Manager.
7. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance/product and non-responsiveness will constitute grounds for cancellation of the contract. UNLV Planning and Construction will review Contractor performance, and upon instances of unsatisfactory performance, will formally inform Contractor of such and require a formal plan from the Contractor to achieve satisfactory performance. If, after consultation between UNLV Planning & Construction and UNLV Purchasing Department, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Purchasing Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactory completed to date. No allowance will be made for anticipated work or profits.
8. **Final Acceptance:** The Contractor shall notify the UNLV Project Manager when each project is complete. UNLV shall then arrange for a prompt inspection by the UNLV Project Manager and others as determined by UNLV who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.
9. **Invoice and Purchase Order Procedures:** Upon award of a job, UNLV will issue a purchase order and notice to proceed. Itemized invoices, clearly referencing appropriate response pricing item number, purchase order and work order number, shall be submitted in accordance with the purchase order. UNLV reserves the right to require AIA pay applications.

When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals, releases of lien and/or other submittal required by the Contract documents.

10. **Wage Rates:** The wage rates that are applicable at the time each project is awarded will be used. State of Nevada prevailing wage rates must be used on all projects performed which is \$100,000 or more. Certified payrolls must be submitted to the UNLV Project Manager where prevailing wage rates must be used.

UNLV reserves the right to hire a consultant for review of prevailing wage documents. Said consultant will contract directly with UNLV and will review the documents.

11. **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, in the State of Nevada, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A general contractor's license is required for the vendor entering into the contract with UNLV. Contractors are encouraged to submit other licenses as may be considered appropriate for specific work activities. Designers must be appropriately licensed.
12. **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. If the foreman actually works on the site as a crew member, his/her hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.



13. **Codes, Fees and Permits:** All work shall be executed in accordance with the current International Building Codes (IBC), International Fire Codes (IFC), local and state ordinances and regulations governing the particular class of work involved. The Contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

In the event of a conflict between the various specifications, codes and standards, the more stringent shall govern. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved, Contractor shall obtain and deliver to the UNLV final certificates of acceptance.

UNLV shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses. Contractor may also be required to stamp and/or sign plans or design documents as is allowable by law for UNLV's Annual Permit program(s) with the Building Official(s), for review and acceptance by the Building Official during Annual Permit review and audits.

14. **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances and the UNLV Design, Construction and Sustainability Standards available at <http://www.unlv.edu/plancon/standards-contracts>. UNLV may also have other specific specifications which may apply to any given project. UNLV specifications will be provided by the UNLV Project Manager as applicable. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of the specifications and for which the Contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to UNLV.
15. **Inspections:** Contractor shall contact the UNLV Project Manager, when work is ready for inspection. Payment is contingent upon passing any inspection. UNLV will **not** reimburse Contractor for work/materials needed to remedy "no pass" work. UNLV may inspect projects at any time with or without prior notification to the Contractor. UNLV shall have the right to observe all framing, electrical or plumbing work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the UNLV Project Manager may order it uncovered for his observation. The Contractor shall uncover and replace all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by UNLV shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the Contractor. The Contractor shall notify UNLV 24 hours in advance before covering up any concealed work or conducting tests by any authority.
16. **Guarantee:** The Contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to UNLV, any and all defective equipment, parts, etc., within 12 months after accepted by UNLV approval of final payment. This excludes normal maintenance and daily servicing of equipment which is UNLV's responsibility.
17. **Protection of Adjacent Surfaces:** The Contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of UNLV Project Manager.
18. **Protection of the Work:** The Contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by UNLV Project Manager.

19. **Clean-up:** The Contractor shall keep the site clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.
20. **Specifications Deviation:** Contractor must follow and provide work in conformance with the UNLV Design, Construction and Sustainability Standards available at <http://www.unlv.edu/plancon/standards-contracts>.
21. **Post Award Conference:** After contract award, the Contractor shall meet with UNLV Project Manager to outline procedures such as scheduling, project administration, pre-construction planning, inspections and other items related to the administration and delivery of the project.
22. **Contractor Performance Evaluation:** For each project, Contractors will be evaluated based on their performance which will include, but not be limited to, the ability to meet schedule, management of staff/subcontractors, response to field changes, site safety and logistics, and adherence to UNLV policies and procedures.

## **PART 2 - MATERIALS:**

1. **Materials Supply and Quality:** Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). Any manufacturer's data supplied with the materials shall be submitted to the UNLV Project Manager. All materials shall be new, unused, and in good condition accordingly. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the UNLV Project Manager.
2. **Procurement of Other Materials:** UNLV reserves the right to procure any materials through normal procurement channels and to furnish such materials to Contractor for installation. Materials, so procured shall not be marked up by the Contractor in any manner. Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to the UNLV Project Manager. Changes shall be made as mutually agreed or necessary.

## **THE FOLLOWING INFORMATION PERTAINS TO BONDING, WAGE RATES, AND INSURANCE REQUIREMENTS. PLEASE READ CAREFULLY.**

1. **Bonding Requirements:** The successful Contractor(s), upon notification of the award of the specific project shall deliver the required performance and materials/payment bonds in the amount of 100% of the project to be furnished within 10 business days of notice of award. Bond must be to UNIVERSITY OF NEVADA, LAS VEGAS, executed by a surety company authorized to do business in the state of Nevada.

The bond shall stay in full force and effect until final acceptance of all projects initiated under the agreement. Performance and payment bonds are required for all work \$100,000 or more. Should any surety become insolvent or cease to do business in Nevada, notice will be given the Contractor to that effect and the Contractor shall immediately provide a new surety satisfactory to UNLV. **No payment will be made under the contract until the new surety is qualified and bond accepted by UNLV.**

2. **State Wage Rates:** It is the Contractor's responsibility to acquaint them with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Nevada State Labor and Industrial Commission are available on the Nevada Office of the Labor Commissioner website at <http://www.laborcommissioner.com/pwppw.html> and will be paid by the Contractor for every job performed under this contract for projects \$100,000 or more on an individual basis. Compliance is a

part of this RFP. The Contractor shall pay all laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

In the event it is found by the State Labor Commission, that any laborer or mechanic employed by the Contractor or subcontractor on the site of a project covered by this contract has been or is being paid, as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, UNLV may, by written notice to the Contractor and his subcontractor (if the violation involves a subcontractor) terminate their right to proceed with the work, or such part of the work as to which there has been a willful failure to pay the required wages, and UNLV may prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the State Labor Commissioner as provided in the Public Works Minimum Wage Act.

3. **Insurance:** The Contractor shall, at his own expense, carry and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance listed on the UNLV Risk Management and Safety website at <http://rms.unlv.edu/insurance-and-claims/insurance/certificates/>. Contractor must furnish the appropriate certificate of insurance to the UNLV Purchasing Department prior to official award. If any policy changes occur during the life of contract, it is the Contractor's responsibility to provide updated certificate to the UNLV Purchasing Department.

## SECTION E PRICING RESPONSE FORM

**1. Guaranteed Maximum Price (GMP):** The sum of the cost of the work, the design builder's fee and the design builder's contingency below is guaranteed not to exceed \$ \_\_\_\_\_

- a. Cost of the Work (included in GMP) \$ \_\_\_\_\_
- b. Design-Builder's Fee (included in GMP) \$ \_\_\_\_\_
- c. Design Builder's Contingency Amount (included in GMP) \$ \_\_\_\_\_
- d. Design-Builder's Design/Pre-Construction Fee (included in GMP) \$ \_\_\_\_\_

e. The GMP is based on the following alternates, if any:

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f. Unit Prices, if any, are as follows:

Description	Units	Price

g. Allowances, if any, are as follows:

Allowance	Amount	Included Items

h. Assumption, if any, on which the GMP is based, are as follows:

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**2. Option 1: GMP for Maximum PV array on MPE Roof** \$ \_\_\_\_\_  
**# of Kilowatts included: \_\_\_\_\_ KW**

- a. Cost of the Work (included in GMP) \$ \_\_\_\_\_
- b. Design-Builder's Fee (included in GMP) \$ \_\_\_\_\_
- c. Design Builder's Contingency Amount (included in GMP) \$ \_\_\_\_\_
- d. Design-Builder's Design/Pre-Construction Fee (included in GMP) \$ \_\_\_\_\_

e. The GMP is based on the following alternates, if any:

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f. Unit Prices, if any, are as follows:

Description	Units	Price
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g. Allowances, if any, are as follows:

Allowance	Amount	Included Items

h. Assumption, if any, on which the GMP is based, are as follows:

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