



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

**REQUEST FOR PROPOSAL 634-DC FOR THE DESIGN AND CONSTRUCTION OF
THE GREENHOUSE LOT AND SOFTBALL PARKING IMPROVEMENTS**

RELEASE DATE: Friday, March 6, 2015

**MANDATORY PRE-PROPOSAL
MEETING AND SITE INSPECTION:** Thursday, March 12, 2015 at 10:00am PDT
Campus Services Building, Planning & Construction Rm 131B

LAST DAY FOR QUESTIONS: Tuesday, March 17, 2015 at 5:00pm PDT

LAST DAY FOR ADDENDA : Friday, March 20, 2015 at 5:00pm PDT

OPENING DATE, TIME and LOCATION: Wednesday, April 1 2015 at 3:00pm PDT
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

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

Sealed proposals consisting of **one (1) original, three (3) copies**, one (1) electronic copy on CD or flash drive and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions and scope of services, herein stipulated and/or described herein, 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.

This Project has been estimated to cost approximately \$500,000.

This project or work is not being financed in whole or part from Federal or State Funds. The University of Nevada, Las Vegas, is funding the project.

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

Donna Cruzado, Sr. Purchasing Analyst
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.

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SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

UNLV invites interested parties to submit a Proposal for the following projects:

Project A

UNLV seeks a Design-Build team/entity for the design and construction of a parking lot where the greenhouse was demolished. The project consists of verification of existing site conditions, including, but not limited to, any and all underground utilities. Furthermore, the Design-Build team is required to confirm access to the site to complete any and all work required. The design-builder will be required to design, engineer, and construct the parking lot per the requirements set forth in this RFP and in the project technical requirements.

Project B

UNLV seeks a Design-Build team/entity for the design and construction of the softball parking improvements. The project consists of verification of existing site conditions, including, but not limited to, any and all underground utilities. Furthermore, the Design-Build team is required to confirm access to the site to complete any and all work required. The design-builder will be required to design, engineer, and construct the parking lot per the requirements set forth in this RFP and in the project technical requirements.

UNLV reserves the right to award Project A, Project B, neither or both depending on the outcome of this RFP. Both Project A and Project B are independent projects of one another but are solicited in a single RFP. Project A and Project B may be awarded to one or two Proposers depending on the outcome of the evaluation process. The selection will be in the best interest of the University.

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 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 (GMP)- 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 Project A is PWP #CL-2015-151 and Project B is PWP #CL-2015-150. Prevailing Wages Rates for Clark County must be used. See PWP Website at 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 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 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, Exhibit A and in Section A.11 of attached sample contract AIA A 141, Exhibit B.

b) TAB 2 - QUALIFICATION OF COMPANY: Proposers are to provide the following:

- 1) Identify team composition; describe the size and experience of the general contractor, design partner, and any other key "partners" intended to be used on this project. Further, describe the experience of the team companies working together on similar projects.
- 2) Identify the key staff from each of the team companies proposed on the project, their experience and their experience working with the team companies.
- 3) To strengthen evaluation of project experience, additional projects may be supplied with references identified.
- 4) Identification of any Litigation and Dispute History in the past five years, including assessment of liquidated damages, contract terminations, and judgments against the Contractor.
- 5) Identification of two projects of comparable size and complexity and valued at no less than \$100,000 successfully completed by the Contractor within the past five years. Identify a "customer" point of contact for each project, with phone number and email address.

c) TAB 3 – QUALITY OF DESIGN

- 1) Provide a project management plan, how the team is to be organized, approach to construction and assembly of the grid, etc.
- 2) For both Project A and B, a design compliant with the RFP Performance Support Documents (Section 1.02 Description of Work).

d) TAB 4 – DESIGN BUILD SCHEDULE

- 1) A detailed project schedule to meet the timing constraints, including proposed work hours.

e) TAB 5 – CONTRACT SUM: The detailed Contract Sum, addressing 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) Proposals that meet the minimum qualifications, evaluation will be conducted by an evaluation committee.
- d) The Proposals will be evaluated based on the criteria listed below from which UNLV will identify a “short list” of best qualified Companies to submit Stage 2 documents.

Weighted Evaluation Criteria	Possible Points
1. QUALIFICATIONS OF COMPANY (TAB 2)	25
<ul style="list-style-type: none"> • Team composition • Quality/experience of Member Company • Quality/experience of key staff 	
2. QUALITY OF DESIGN (TAB 3)	20
<ul style="list-style-type: none"> • Quality of Design • Quality of materials • Sustainability features 	
3. DESIGN BUILD SCHEDULE (TAB 4)	15
<ul style="list-style-type: none"> • Appropriate Compliant Design phasing • Appropriate Compliant Construction phasing 	
4. CONTRACT SUM (TAB 5)	40
TOTAL	<hr/> 100

- f) UNLV reserves the right to conduct interviews with Proposers at any stage of the process. Such interviews may be for clarification of Proposal elements or for presentation of Proposal information. If interviews are conducted, the Proposer shall have present, the lead contractor and lead design team professional for the project (including the project managers, project superintendent, and project engineer).
- g) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Proposals.
- h) UNLV reserves the right to reject any or all Proposals or any part of the Proposal and to waive informalities and minor irregularities in the Proposals received.
- i) 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 this 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 RFP.
- 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 not to exceed April 4, 2015. Liquidated Damages in the amount of \$500.00 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

1. PROJECT SCOPE OF WORK SUMMARY

For Projects A and B, UNLV seeks a Nevada-licensed contractor who can assemble a design-build team of licensed professionals and subcontractors to design, demolish (including abatement of hazardous materials, if necessary), construct and warranty the project as described in the Performance Based Documents. The Performance Based Documents consist of a performance criteria (Exhibit E), project description, and conceptual layout (Exhibits C, D, & F).

The design-build team/entity shall consist of a Nevada-licensed Contractor and Nevada licensed Architecture and Engineering consultant(s) as required. The new parking lots 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.

Proposers are invited and encouraged to submit multiple Proposals utilizing different systems meeting or exceeding the minimum performance specifications to provide the owner with options for different value alternatives. It is the intent of the University to choose the best value option based on the scoring criteria in this solicitation.

The cost of the design and construction work will be based on a Guaranteed Maximum Price (GMP) as described in the Sample Contract. The estimate for the entire Design-Build Scope of Work for Project A is \$230,000 and for Project B is \$300,000. The schedule for design, permitting, and construction for both projects shall be no later than May, 2015. It is the responsibility of the Design-Build team to make reasonable improvements as necessary to the construction 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, further development of the phased construction strategy, initiation of preliminary discussions with the approving agencies 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 projects will require the Contractor to be the lead entity in organizing the design-build team. The Contractor must assemble and structure the Design-Build Team so the Owner has direct input and engagement with all design disciplines with prime 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 the Performance Based Documents; 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) construction of Projects A & B, related improvements, and the appropriate life safety aspects per the agency-approved documents, 3) construction administration services by the 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; 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.

2. 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, demolition, and construction of the new Greenhouse Parking Lot (Project A) and the engineering, design, demolition, and construction of the softball parking improvements (Project B) . The performance criteria for the new parking lots shall follow the guidelines in Exhibit E.
- B. The Design-Build Team shall perform their own soils investigation, after award, to confirm the subsurface conditions to meet or exceed the design intents requirements for a complete installation that meets or exceeds all aspects of the project specifications, product requirements, and RFP as a whole, and provides an acceptable system for all performance and maintenance requirements.
- C. 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.
- D. 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 http://facilities.unlv.edu/plancon/sustainability_standards.html) as well as USGBC LEED standards and practices.

1.03 SUBMITTALS

- A. Contractors must have successfully completed a minimum of two (2) projects, comparable in size and complexity and valued at no less than \$100,000, within the past the (5) years.
- B. Shop Drawings: Provide shop drawings prepared under the supervision of, and reviewed by, a qualified professional engineer
- C. The proposed Work Schedule, including proposed work hours.
- D. 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.

1.04 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.

1.05 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 sub contractors 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 OF THE PROJECT (OR SYSTEM)

- A. The Warranty/Guarantee shall cover, in general, the usability of the Greenhouse Parking Lot and Softball Parking Improvements; accessories use characteristics and suitability of the installation. All items covered by the warranty are to be replaced or repaired with new materials, including installation at the sole expense of the warranting contractor for a period of one (1) year to the University from the date of substantial completion.
- B. 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 for both project's A and B.
- 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.
- B. The Contractor shall perform all work in strict accordance to the approved drawings, shop drawings and manufacturer's specifications and instructions.
- C. Verification: The Contractor is responsible for verifying and completing all installed work of this RFP as a whole.
- D. All inspections will be performed by the State Public Works Division and it is the responsibility of the contractor to schedule all inspections.

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 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 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 condition ready for immediate occupancy and use by the Owner.

SECTION E PRICING RESPONSE FORM

PROJECT A: 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:

- 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:

PROJECT B: 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 \$ _____

- i. Cost of the Work (included in GMP) \$ _____
- j. Design-Builder's Fee (included in GMP) \$ _____
- k. Design Builder's Contingency Amount (included in GMP) \$ _____
- l. Design-Builder's Design/Pre-Construction Fee (included in GMP) \$ _____

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

- n. Unit Prices, if any, are as follows:

Description	Units	Price

o. Allowances, if any, are as follows:

Allowance	Amount	Included Items

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

SECTION H
SAMPLE 100% PAYMENT BOND (LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENCE,

THAT _____, as Contractor, and _____ as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, "University", in the sum of _____ dollars, (\$ _____), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled.

NOW THEREFORE, if said Contractor or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2012.

(SEAL) _____ (Contractor) _____ (Surety) (SEAL)

By: _____ (Signature) By: _____ (Signature)

Surety Name: _____
Contact Name: _____
Address: _____
Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

SECTION I
SAMPLE 100% PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENCE,

That _____, as Contractor, and _____, as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, hereinafter called "University", in the sum of _____ dollars, (\$ _____), for payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presence.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled

NOW THEREFORE, if said contractor shall perform all the requirements of said contract required to be performed on his/her part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED AND SEALED, this _____ day of _____, 2012.

(Contractor) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

Surety Name: _____
Contact Name: _____
Address: _____

Phone Number: _____
Fax Number: _____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)