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

INVITATION FOR BID (IFB) NO.5210-BC MARYLAND OFFICE BUILDING ROOF REPLACEMENT

NEVADA STATE LABOR COMMISSION PWP NUMBER: N/A

RELEASE DATE: November 23, 2015

MANDATORY PRE-BID AND SITE WALK: December 1, 2015 at 9:00 a.m. 4292 S. Maryland Parkway, Las Vegas, NV 89154

LAST DAY FOR QUESTIONS: December 4, 2015

LAST DAY FOR ADDENDA: December 08, 2015

OPENING DATE, TIME and LOCATION: December 22, 2015 at 2:00 p.m. Local Time
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

PUBLISHED: Las Vegas Review-Journal
November 22, 2015

A Mandatory Pre-Bid Conference and Site Walk will be held on the date and at the time and location noted above. An additional site visit may be held at the discretion of the UNLV Project Coordinator. All bidders must stay for the entire mandatory site visit, in order to qualify to bid on this project.

Sealed bids, one original and two (2) copies and one (1) electronic copies, subject to the terms, conditions and specifications herein stipulated and/or attached hereto, will be publicly opened as stated above. **All bids must be received on or before this date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to http://maps.unlv.edu/ to view a map of the UNLV campus.

This Project has been estimated to cost approximately $135,000.00.
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 Invitation for Bid, fax or e-mail your questions directly to:

Brandy Candelaria, Contracts Administrator
Brandy.candelaria@unlv.edu
(702) 895-0969
Fax: (702) 895-3859

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

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SECTION A
SUBMISSION INSTRUCTIONS

UNLV invites you to submit a bid on the material and/or services specified within this Invitation for Bid. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, bid response form, sample insurance, and contract. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Invitation for Bid may result in your bid being declared non-responsive.

1. DEFINITIONS

   a) **Addendum**: A written document issued by the Owner, via the Purchasing and Contracts Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.

   b) **Agreement**: The AIA Form 105, as modified, with the AIA Form 201, as modified, that will be supplied following the mandatory Pre-Bid Conference and Site Walk.

   c) **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.

   d) **Bidder(s)**: A Prime Contractor who submits a Bid to the Owner for a project.

   e) **Bid Documents**: Include but are not limited to, the Invitation for Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, Pricing Response Form, and any Addenda issued prior to the date designated for receipt of Bids, as applicable.

   f) **Bid Form(s)**: The Bid Response Form pages, Bid security, and any attachments.

   g) **Contract**: Contract documents include the Bid Documents, the Agreement, Contractor’s Bid Forms, all Addenda, Contractor’s Bonds and Insurance, Subcontractor Notification letters and Notice of Award. In the event of a conflict, the terms and conditions of Sections A and B of the Bid Documents shall prevail over any other Contract document.

   h) **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or successful Bidder. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statutes Chapter 338.

   i) **Owner or UNLV**: The term used throughout these documents will mean the Board of Regents of the Nevada System of Higher Education (“NSHE”), on behalf of the University of Nevada, Las Vegas (“UNLV”).

   j) **Subcontractor or Independent Contractor**: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between the Owner and the
above-mentioned Subcontractor who perform work or services for the Prime Contractor.

k) Successful Bidder: Bidder who is the lowest responsive, responsible and/or best bidder, to whom UNLV or the authorized representative has authorized the award of the Contract.

2. BID PREPARATION AND SUBMISSION

a) Each Bidder by submitting their Bid represents that: (i) Bidder has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder’s offer may expire at the end of the 120 calendar day’s period; (ii) Bidder has visited the project site and is familiar with the local conditions under which the work is to be performed; (iii) prior to submission of the Bid, the Bidder shall ascertain that it has received all Addenda issued and shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form; and (iv) Bidder and the successful Contractor, and its Subcontractors/Independent Contractors, shall comply with all applicable provisions of the Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338 whether said provisions are explicitly stated or incorporated by this reference.

b) If it becomes necessary to revise any part of this Invitation to Bid, a written addendum will be posted on http://go.unlv.edu/purchasing/solicitations and available for all bidders to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.

c) Bids are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed in ink. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their Bid Forms the necessary documents or attachments as required in this document. The Bid Form, all Stipulated Bid Attachments, and the Bid Security, shall be included in the envelope containing the bid. Omission of, or failure by a Bidder to complete any portion of the required documents, or fail to include them in the Bid envelope at the time of Bid Opening, may be cause to reject the Bid. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

d) Bids must be accompanied by a bid bond, certified check, or cashier’s check in the amount of five percent (5%) of the bid amount (“Bid Security”).

e) Each bid, acknowledging all addenda issued, must be sealed and submitted in an envelope with the Pricing and Bid Response Form and must indicate the correct legal name of the bidder (as it appears on its formation documents), bid number, title as listed on the first page of this Invitation, and date and time of opening on the outside of the envelope. Telegraph, facsimile, email or telephone bids will not be considered.
f) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.

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

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

i) Bidders shall take no advantage of any apparent error or omission in the Bid Documents. In the event the Bidders discover such an error or omission or other irregularity, they shall immediately notify the Purchasing Department. The Purchasing Department will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.

j) Altering the invitation and bid form may render the bid null and void.

k) All bidders, by signing the Bid Response Form, certify that they agree to the terms and conditions set forth in this IFB and attached contract unless otherwise stated.

l) UNLV accepts no responsibility or liability for any costs incurred by a Bidder prior to the execution of the contract.

m) UNLV reserves the right to reject any and all bids 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.

n) Pursuant to NRS, any contract for construction work for which the estimated cost exceeds $250,000 shall be subject to the provisions of NRS, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS.

1. Please note that if a change order causes a contract to exceed $250,000, the Owner will audit the entire contract period. Contractor agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project. Contractor shall obtain a State of Nevada Public Works Number as required by the State Labor Commissioner. Contractor shall use the State Labor Commissioner’s prevailing rate of per diem wages established for the Nevada System of Higher Education which is 90% of the rate for the locality in which the improvements are to be constructed for each craft or type of workman needed to construct the improvement. Subject to the provisions of applicable law, Contractor agrees not to pay less than the specified prevailing rate of wages to the contractor and its employees selected to construct the improvements. Contractor will include the substance of the prevailing wages requirement of this Section as contractual language in all contracts and lower tier subcontracts. In addition, all solicitations and contracts shall contain the applicable prevailing wage rates. Contractor will monitor compliance to the payment of prevailing wages pursuant to Nevada Administrative Code §338. Contractor shall keep accurate records showing the name, occupation; actual per diem wages paid to each employee used in connection with construction of the improvements.
and other information as required by 338, 070. Such records shall be open to inspection and reproduction by the Owner during normal business hours. Contractor will send one (1) copy of each wage report to UNLV’s Project Coordinator no later than 15 days after the end of each calendar month. This Section 6 shall be deemed to incorporate any future modifications to the NRS or NAC with respect prevailing wage requirements that are applicable to the Nevada System of Higher Education. The Public Works Number for this Project is PWP# N/A. 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. Contractor shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

2. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner’s project is paid less than the designated rate for any work done under the contract by the Contractor or any Subcontractor under it.

3. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the Owner’s project for which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body pursuant to subsection 6 of NRS 338.070.

4. Contractor shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on the Owner’s project is not reported to the public body awarding the contract by the contractor or any subcontractor engaged on the public work as required pursuant to subsection 6 of NRS 338.070.

5. Contractor shall comply with the requirements of NRS 338.20 and post in a generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda established for the Nevada System of Higher Education which is 90% of the prevailing wage rate for the locality in which the improvements are to be constructed.

o) For Projects exceeding $100,000 and upon Notice of Intent to Award, the Successful Bidder must obtain Performance and Payment bonds equivalent to the amount bid. 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. Required bonds and insurance must be furnished prior to the Contract being awarded and becoming binding.

p) The Successful Bidder will be required to submit proof of insurance at the limits identified in the Contract.

q) Bidder must be qualified as a bidder with the State Public Works Division of the Department of Administration for the cost category required for this Project. Bidders for this work must be qualified and properly licensed to perform the particular work.
pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor’s License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low Bidder’s Contractor’s license to the scope of the project, it shall be the low Bidder’s responsibility to obtain an opinion from the State Contractor’s Board at its next meeting. **Bidders are reminded that, per Nevada Revised Statutes, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.**

r) The Bidder(s) agree to furnish documentation as permitted by NRS 338.140(d) if requested by Owner.

s) The Bidder must provide the names for their designated Superintendent, Project Manager and Safety Director.

t) The Bidder(s), and the successful Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

3. **SUBCONTRACTOR/INDEPENDENT CONTRACTOR**

a) The Bidder shall be bound by and comply with the applicable provisions Nevada Revised Statutes Chapter 338 pertaining to Subcontractors and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. Bidder must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

(1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

(2) If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid one percent (1%) of the prime contractor’s total bid or $50,000, whichever is greater.

b) A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than 1 percent of the prime contractor’s total bid and which is not being performed by a subcontractor, the prime contractor shall also include on the list:

(1) A description of the labor or portion of the work that the prime contractor will perform; or

(2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.
c) Following are detailed delivery instructions for **Subcontractors List**:

Hand Delivery:  

E-Mail: Purchasingunlv@unlv.edu

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

*Note: Subject line of the e-mail must provide the Bid No., Project Description, and Name of Attachment*

d) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive as provided in the NRS 338.141. Any Bidder or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors’ Board with a copy of all correspondence to the Owner. The Owner will not conduct any investigations regarding the Bidders’ (Prime Contractor) relationships with Subcontractors.

e) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.

f) If a Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; the Contractor shall forfeit, as a penalty to the Owner, an amount equal to one percent (1%) of the total amount of the contract.

g) If a Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; the Contractor shall forfeit as a penalty to the Owner, the lesser of, and excluding any amount of the contract attributable to change orders the following:

(1) An amount equal to 2.5 percent of the total amount of the contract; or

(2) An amount equal to 35 percent of the estimate by the engineer of the cost of the work the contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.

4. **ALTERNATE BRAND/SPECIFICATION REQUEST**

a) Unless stated otherwise within this IFB, wherever in the IFB any item required to be furnished is mentioned by a brand name or a manufacturer’s name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.

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

c) UNLV alone shall determine if a substitute item is equal to what was requested and the decision will be final.

d) UNLV reserves the right to consider Bids not in exact accordance with the specifications.

5. DISCLOSURE RESTRICTIONS

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

b) The contents of your bid or other information submitted to UNLV are subject to public release under Nevada law, upon request, after the Contract award. The bidder shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the bidder is alerted that this marking is advisory only and not binding on UNLV. If there is a request from the public to inspect any part of the bid so marked, UNLV will advise the bidder and request written, legal justification in support of the "proprietary" marking. Prices are not considered proprietary and should not be marked as so. If UNLV determines, after receipt of the written, legal justification, that the material is subject to disclosure under Nevada law, the bidder will be notified.

6. LATE BIDS

Formal, advertised bids indicate a time (based on the time stamp at the UNLV Purchasing and Contracts Department front desk) by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document. Regardless of the method used for delivery, the Bidder shall be wholly responsible for the timely delivery of its bid.

7. PUBLIC OPENING OF BIDS

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

6. WITHDRAWAL OF BID

Any prospective bidder may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.
SECTION B
GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

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

2. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV’s decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. AWARD OF CONTRACT

a) Award shall be made to the lowest responsive and responsible bidder and/or best bidder after giving due consideration to price; bidder preference, if applicable; quality; availability; conformance to specifications, financial capability and service, including such things as life cycle cost, if applicable, all in the best interests of the requesting department and UNLV and in accordance with the applicable requirements of the Nevada Revised Statutes.

b) UNLV intends to award this as a complete turnkey project; partial bids may not be accepted unless determined to be in UNLV’s best interest. UNLV reserves the right to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the UNLV would be served.

c) A formal contract will be signed by the successful bidder and UNLV to perform this service.

d) The terms and conditions contained in the attached Agreement or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this IFB. If bidder takes exception to any terms or conditions set forth in the contract, bidder will submit a specific list of the exceptions as part of its response to this IFB. Proposer’s exceptions will be reviewed by UNLV and may result in disqualification of bidder’s offer as non-responsive to this IFB. If bidder’s exceptions do not result in disqualification of bidder’s response, then UNLV may consider bidder’s exceptions when UNLV evaluates the bidder’s response.

e) If after the award the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. COMPLIANCE

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

5. CONFIDENTIAL TREATMENT OF INFORMATION
Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this bid.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer 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 BIDDERS**

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

a) Failure to use the bid form furnished by the UNLV.

b) Lack of signature by an authorized representative on the bid form.

c) Failure to properly complete the bid.

d) Evidence of collusion among bidders.

e) Unauthorized alteration of bid form.

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

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

h) Any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

i) Omission of Bid Security, in an acceptable form.

j) Reports of poor performance on previous contracts.

k) Bidder is not a qualified bidder pursuant to NRS 338.1379.
l) Bidder is not responsive or responsible.

m) The quality of service, materials, equipment or labor offered does not conform to the approved plans or specifications.

n) The public interest would be served by such a rejection.

o) UNLV reserves the right to waive any minor informality or irregularity.

9. **FREIGHT TERMS**

All bids involving transportation of materials must include transportation charges. Freight charges cannot be accepted as an estimated cost item. Transfer of Title for goods will be the FOB destination, as stated. Any bid submitted with FOB point other than as stated, or freight charges listed as a separate or estimated item, may be cause for disqualification of the bid.

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; RELEASE OF RETENTION; WAGE DISCLOSURE; CHANGE ORDERS**

a) Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful bidder shall not be due any interest or penalty on any unpaid amounts. Interest on outstanding amounts shall be payable only as required by Nevada Revised Statutes Chapter 338.

b) Ninety-five percent (95%) of the amount of any progress payment must be paid and five percent (5%) withheld as retainage until 50 percent of the work required by the Contract has been performed. After 50 percent of the work required by the Contract has been performed, Owner may pay to the Contractor in accordance with the requirements of NRS 338.515: (i) any of the remaining progress payments without withholding additional retainage; and (ii) any amount of any retainage that was withheld from progress payments pursuant to this paragraph, if in the opinion of Owner, satisfactory progress is being made in work. Further retention shall comply with the requirements of NRS Chapter 338. Contractor must include in its Bid for incorporation into the Contract the hourly and daily rate of wages to be paid each of the classes of mechanics and workers employed on the project.
The Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s). A copy of the form of Change Order is attached hereto. No extra work, additions, alterations, including changes in price will be paid by Owner unless agreed to and performed pursuant to and in accordance with a written and properly authorized change order.

13. **PROTESTS**

Any Bidder who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within five (5) business days after the date the recommendation to award a contract is issued by the Owner or authorized representative. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protestant. If the Protestant 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:

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

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

A. 25% of the total value of the base bid submitted by the Bidder filing the protest; or

B. $250,000.

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

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

Neither UNLV nor the authorized representative is liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a Bidder, whether or not the person files the protest pursuant to this clause.
If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the Bidder who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by UNLV in an amount equal to the expenses incurred by UNLV because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

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.

15.15. **SUBSTANTIAL COMPLETION**

In the event Substantial Completion is not achieved within 60 days of notice to proceed, except as result only of delays for which the Owner is chargeable under the Contract Documents or from Unavoidable Delay, Construction Manager agrees that Owner shall have the right to deduct from any sums due to Construction Manager hereunder the sum of $500.00 for each day that Substantial Completion is actually delayed, provided, however, that (i) Owner may commence to make such deductions prior to the scheduled date of Substantial Completion in the event Owner reasonably projects that the Project will not be completed on the scheduled date of Substantial Completion and (ii) Construction Manager shall pay to Owner in cash any amounts which Owner is entitled to deduct in the event the remaining amount of funds due hereunder is less than the amounts Owner has the right to deduct. Owner and Construction Manager agree and acknowledge that (i) Owner’s actual damages for the failure of Substantial Completion would be substantial but extremely difficult to ascertain and (ii) such sum represents a fair and reasonable estimate of the costs Owner will incur as a result of such late achievement of Substantial Completion.

"Unavoidable Delays" means delays due to any of the following, and only the following, (provided that such delay is beyond Construction Manager’s reasonable control): war, insurrection, civil commotion, strikes, slowdowns, lock outs, riots, flood, earthquakes, fires, casualties, acts of God, acts of a public enemy, acts of terrorism, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental moratoriums, unusually severe or abnormal weather conditions, failure of utilities, or a court order which causes a delay (unless resulting from a wrongful act of Construction Manager). In no event shall the application to Construction Manager of any applicable law, regulation, rule or other governmental requirement constitute an Unavoidable Delay. Construction Manager shall use reasonable good faith efforts to notify Owner not later than five (5) days after Construction Manager knows of the occurrence of an Unavoidable Delay. An extension of time for an Unavoidable Delay shall only be for the period of the Unavoidable Delay, which period shall commence to run from the time of the commencement of the cause of the Unavoidable Delay.

16. **SUSTAINABILITY**

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

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

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

17. **TAXES, LICENSES AND PERMITS**

a) It is the Contractor's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. Contractor shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. The bidder certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing department in the event the license is no longer valid. For contracts in excess of $25,000, a business license number and information demonstrating good standing with the State of Nevada is required.

c) At the time of submitting the Bid, Bidders 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.

18. **EQUAL EMPLOYMENT OPPORTUNITY**

UNLV is an Equal Opportunity/Affirmative Action educator and employer committed to achieving excellence through diversity. All qualified applicants will receive consideration for employment without regard to, among other things, race, color, religion, sex, age, creed, national origin, ethnicity, religion, gender, marital status, pregnancy, political affiliation, veteran status, physical or mental disability, sexual orientation, genetic information, gender identity, gender expression, or any other factor protected by anti-discrimination laws. UNLV employs only United States citizens and individuals lawfully authorized to work in the United States. Women, under-represented groups, individuals with disabilities, and veterans are encouraged to apply.

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

19. **CLOSE-OUT DOCUMENTATION**  
As a part of the required contract close-out documentation, Contractor shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts.

20. **Federal, State, Local Laws.**

Each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.

Bidder certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

21. **PREFERENTIAL EMPLOYMENT.** All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

22. **PREFERENCE IN BIDDING**

a) The Owner shall award the Contract to the Bidder who submits the best Bid as defined by NRS 338.1389 and, in doing so will consider the Bidder’s eligibility for a bidding preference. Eligibility for the preference will be established if the Bidder, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor’s Board; and 2) submits the “Affidavit Pertaining to Preference Eligibility” form, attached hereto as Attachment No. 6, within 2 hours after the completion of the opening of the Bid by the Owner, included as part of the Bid Documents and hereafter incorporated into the Contract.

b) If the Contractor submitted, within 2 hours after the completion of the opening of the Bid, a signed and notarized “Affidavit Pertaining to Preference Eligibility” form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles the Owner to liquidated damages in the amount of one percent (1%) of the Contract Price.

c) A person who submitted a Bid who believes that the Contractor that obtained a preference bidding by submitting within 2 hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a “written objection” in accordance with the provisions of NRS Chapter 338.0117 with the Owner that sets forth proof or substantiating evidence to support the belief of the person or entity that the
Contractor has failed to comply. The objection will be handled in accordance with the requirements of 338.0117.

d) The provisions of the Affidavit are deemed incorporated into the Contract. Any failure to comply with the provisions of the Affidavit entitles UNLV to a penalty in accordance with NRS 338.0117.

e) The awarded Contract shall include and Contractor shall include in each contract between Contractor and a Subcontractor and shall require each Subcontractor to include in each contract with a lower tier Subcontractor the following provisions:

(i) If a party to the contract causes the contractor, applicant or design build team to fail to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1 of NRS 338.0117, the party is liable to the Owner for a penalty in the amount of 1 percent of the cost of the largest contract to which he or she is a party;

(ii) The right to recover the amount determined pursuant to paragraph (a) by the public body pursuant to subsection 5 may be enforced by the public body directly against the party that caused the failure to comply with a requirement of paragraphs (a)-(d), inclusive, of subsection 1; and

(iii) No other party to the contract is liable to the public body for a penalty.

23. DISPUTES. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within thirty (30) days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this Section 22, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. GENERAL. Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes Chapter 338. To the extent a provision of this Contract is prohibited by the NRS it is hereby deemed modified to the extent necessary to comply with the provisions of NRS. To the extent a provision of the NRS is required to be inserted into this Contract it is deemed inserted.
SECTION C
MISCELLANEOUS TERMS

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

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

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

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

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

6. INSURANCE. All Seller’s performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker’s Compensation, General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

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

8. PRICE WARRANTY. Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.
9. **PROMPT PAYMENT DISCOUNT** Seller’s prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

10. **PURCHASE ORDER NUMBERS**
NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

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

13. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**
In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

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

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

The Applicator shall supply the Owner with a separate five-year workmanship warranty. In the event any work related to roofing, flashing, or metal is found to be within the Applicator warranty term, defective or otherwise not in accordance with the Contract Documents, the Applicator shall repair that defect at no cost to the Owner. The Applicator’s warranty obligation shall run directly to the Owner, and a copy shall be sent to the manufacturer. **The contractor shall respond to a reported warranty roof leak within 24 hours of notification.** Failure of the awarded installer to respond and make permanent repairs within 24 hours, shall give the owner the right to make the necessary permanent repairs either in house or by another approved contractor. Regardless of who makes the permanent repairs it will be the awarded contractor’s responsibility to pay the financial cost of the repairs to the entity that made the permanent repairs. **The contractor’s warranty shall cover any damages to the interior contents of the building that are a direct result of water infiltration in to the building from a roof leak.**
SECTION D
SCOPE OF WORK/SPECIFICATIONS

1. Specifications: Location of Building: 4292 S. Maryland Parkway, Las Vegas, NV 89154. Remove old roof and replace with new sarnifill 72 mil s327 membrane as per the following section 07543 specifications pages 23 – 28.

2. Project Completion Date: Substantial completion of this Project must be no later than Sixty (60) DAYS FROM NOTICE TO PROCEED.

3. Liquidated Damages in the amount of $500.00 per day will be levied for each day the project is not completed after the required Project Completion Date.
PART 1 - GENERAL CONDITIONS

1.01 DESCRIPTION

A. Scope

To install an attached 72 mil single-ply PVC roofing membrane utilizing Rhinobond attachment including flashings and other components, to comprise a roofing system for the structure of interest:

1. The existing Built-up Roofing system is to be removed down to the plywood deck.

2. Existing equipment curbs and walls are to be flashed with 72 mil PVC membrane. New equipment curbs are to receive 72 mil PVC fiberglass-reinforced flashing membrane.

3. ½” Dens-Deck roof board is to be mechanically fastened directly to the substrate using #15 Fasteners and Rhinobond plates in accordance with Section 3.05 of this specification.

4. A new 72 mil PVC, polyester-reinforced, PVC membrane is to be welded to the Rhinobond plate in accordance with Section 3.06 of this specification.

5. The color of the membrane is to be EnergySmart White, or other to be selected by Owner.

6. A 20 year UNLV Systems Warranty shall be provided to the Owner upon completion as described in Section 1.0 of this specification.

B. Related Work

The work includes but is not limited to the installation of:

1. Substrate Preparation
2. Roof Drains
3. Wood Blocking
4. Insulation & Dens-Deck
5. Roof Membrane
6. Fasteners
7. Adhesive for Flashings
8. Roof Membrane Flashings
9. Walkways
10. Metal Flashings
11. Sealants

C. Upon successful completion of work the following warranties may be obtained:

1. UNLV 20 Year Systems Warranty
2. 5 Year Roofing Applicator Warranty

1.02 QUALITY ASSURANCE

A. This roofing system shall be applied only by a Roofing Applicator authorized by approved PVC membrane manufacturer prior to bid.

B. Upon completion of the installation an inspection may be made by a Technical Service Representative of PVC Membrane Manufacturer to determine that the visible elements of the roofing system have been installed in accordance with the project specification, details and approved changes wherever a System warranty has been specified.

C. There shall be no deviation made from the Project Specification or the approved shop drawings without prior written approval by the Owner, the Owner’s Representative and PVC Manufacturer.
D. Applicable code/insurance requirements shall be identified by the Owner or Owner's representative.

E. Manufacturers warranty shall be "No Dollar Limit" for the replacement of defective materials and/or labor and shall not contain any exclusion's for ponding water.

F. Manufacturer to be Responsible Care 140001 and ISO 14001 certified.

G. Membrane manufacturer must have an established program for recycling membrane at the end of its useful life. Must provide 3 (three) instances in which they have done so.

H. Membrane manufacturer to confirm in writing that they directly manufacture the roofing membrane (private labeled membranes are not acceptable).

I. Membrane manufacturer shall not require the use of cut edge sealant at any location. This is a maintenance item that the owner does not accept.

J. Membrane manufacturer must have an established program for recycling membrane at the end of its useful life. Must provide 3 (three) instances in which they have done so.

1.03 SUBMITTALS

A. Copies of Specification.

B. The Applicator shall submit written verification from PVC Membrane Manufacturer that they are an authorized Applicator.

C. The Applicator shall verify that the specifications for the roofing project are in accordance with PVC Membrane Manufacturer.

D. Sample copy of UNLV Warranty.

E. Sample copy of Applicator's Warranty.

F. Certification from the Applicator that the system specified meets code and insurance requirements.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.

B. Handle all materials to prevent damage. Place all materials on pallets and fully protect from moisture.

C. Membrane rolls shall be stored lying down on pallets and fully protected from the weather with clean canvas tarps. Unvented polyethylene tarps are not accepted due to the accumulation of moisture beneath the tarpaulin in certain weather conditions that may affect the ease of membrane weldability.

D. As a general rule all adhesives shall be stored at temperatures between 40 degree F and 80 degree F. Read instructions contained on adhesive canister for specific storage instructions.

E. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.

F. Any materials which the Owner's representative or PVC Membrane Manufacturer determine to be damaged are to be removed from the job site and replaced at no cost to the Owner.

G. Material Safety Data Sheets (MSDS) shall be available at the job site at all times.
1.05 JOB CONDITIONS

A. Materials may be installed under certain adverse weather conditions but only after consultation with PVC Membrane Manufacturer, as installation time and system integrity may be affected.

B. Only as much of the new roofing as can be made weathertight each day, including all flashing and detail work, shall be installed. All seams shall be heat welded before leaving the job site that day.

C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.

D. All surfaces to receive new insulation, Dan roof deck, membrane or flashings shall be dry. Should surface moisture occur, the Applicator shall provide the necessary equipment to dry the surface prior to application.

E. All new and temporary construction, including equipment and accessories, shall be secured in such a manner as to preclude wind blow-off and subsequent roof or equipment damage.

F. Uninterrupted water stops shall be installed at the end of each day's work and shall be completely removed before proceeding with the next day's work. Water stops shall not emit dangerous or unsafe fumes and shall not remain in contact with the finished roof as the installation progresses. Contaminated membrane shall be replaced at no cost to the Owner.

G. The Applicator is cautioned that certain PVC membranes are incompatible with asphalt, coal tar, heavy oils, roofing cements, creosote and some preservative materials. Such materials shall not remain in contact with PVC membranes. The Applicator shall consult PVC Membrane Manufacturer regarding compatibility, precautions and recommendations.

H. Arrange work sequence to avoid use of newly constructed roofing as a walking surface or for equipment movement and storage. Where such access is absolutely required, the Applicator shall provide all necessary protection and barriers to segregate the work area and to prevent damage to adjacent areas. A substantial protection layer consisting of plywood over felt or plywood over insulation board shall be provided for all new and existing roof areas that receive rooftop traffic during construction.

I. Prior to and during application, all dirt, debris and dust shall be removed from surfaces by vacuuming, sweeping, blowing with compressed air or similar methods.

J. The Applicator shall follow all safety regulations as required by OSHA and any other applicable authority having jurisdiction.

K. All new roofing waste material (i.e., scrap roof membrane, release paper, empty cans of adhesive) shall be immediately removed from the site by the Applicator and properly transported to a legal dumping area authorized to receive such material.

L. The Applicator shall take precautions that storage and application of materials and equipment does not overload the roof deck or building structure.

M. Flammable adhesives and deck primers shall not be stored and not be used in the vicinity of open flames, sparks and excessive heat.

N. All rooftop contamination that is anticipated or that is occurring shall be reported to PVC Membrane Manufacturer to determine the corrective steps to be taken.

O. The Applicator shall verify that all roof drain lines are functioning correctly (not clogged or blocked) before starting work. Applicator shall report any such blockages in writing (letter copy to PVC Membrane Manufacturer) to the Owner's Representative for corrective action prior to the installation of the PVC roof system.
P. Applicator shall immediately stop work if any unusual or concealed condition is discovered and shall immediately notify Owner of such condition in writing.

Q. Site cleanup, including both interior and exterior building areas that have been affected by construction, shall be completed to the Owner's satisfaction.

R. All landscaped areas damaged by construction activities shall be repaired at no cost to the Owner.

S. The Applicator shall conduct fastener pullout tests in accordance with the latest version of the SPRI/ANSI Fastener Pullout Standard to help verify condition of the deck/substrate and to confirm expected pullout values.

T. Precautions shall be taken when using flashing adhesives at or near rooftop vents or air intakes. Adhesive fumes could enter the building. Coordinate the operation of vents and air intakes in such a manner as to avoid the intake of adhesive odor while ventilating the building. Keep lids on unused cans at all times.

U. Protective wear shall be worn when using solvents or adhesives or as required by job conditions.

V. PVC membranes are slippery when wet or covered with snow, frost, or ice. Working on surfaces under these conditions is hazardous. Appropriate safety measures must be implemented prior to working on such surfaces. Always follow OSHA and other relevant fall protection standards when working on roofs.

1.06 WARRANTIES

A. 20-year System Warranty (only products purchased from approved PVC Membrane Manufacturer are covered under the UNLV System Warranty)

Upon successful completion of the work to the owner's satisfaction and receipt of final payment, the 20-year System Warranty (70-mph wind speed) shall be issued.

B. Applicator/Roofing Contractor 5-Year Warranty

Applicator shall supply Owner with a separate 5-Year workmanship warranty. If any work related to roofing, flashing, or metal is found to be within the Applicator warranty term, defective or otherwise not in accordance with Contract Documents, the Applicator shall repair that defect at no cost to Owner. Applicator's warranty obligation shall run directly to Owner.

PART 2 - PRODUCTS

2.01 GENERAL

A. All components of an attached 72 ml single-ply PVC roofing membrane utilizing Rhinobond-attached roof system shall be manufactured, supplied or accepted by the membrane manufacturer.

B. Manufacturer to have a minimum of four years experience recycling their membranes at the end of their service life back into new membrane products. Provide a minimum of five reference projects.

C. Condensation or moisture migration into the roof system must be controlled so that it does not compromise the performance of components of the assembly. Moisture vapor tends to migrate from warmer to cooler areas. Air/vapor retarders are used to inhibit or block the flow of warm moist air into the roof system. To determine if an air/vapor barrier is necessary, a design professional with experience with air handling and moisture control should be consulted.
2.02 MEMBRANE

A. 72 mil, thermoplastic membrane with polyester reinforcement.
   1. Approved Manufacturers: Sika Samafl, Durolast or pre-approved Equal.

B. Typical Physical Properties

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<th>Minimum Physical Properties</th>
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<td>Discoloration (by observation)</td>
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<td>Crazing (7x magnification)</td>
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2.03 FLASHING MATERIALS

Consult respective product data sheets for additional information.

A. Wall/Curb Flashings
   1. PVC Membrane flashing
   2. PVC Clad laminated metal flashing
   3. PVC Flashing Membrane – asphalt resistant

B. Perimeter Edge Flashings
   1. PVC clad
   2. Non-Typical Edge

C. Miscellaneous Flashings
   1. Corners - Universal Prefabricated outside/inside flashing corners made of 0.060 inch (60 m/1.5 mm) thick membrane that are heat-welded to membrane or Samac clad base flashings.
   2. Stack Prefabricated cones available in 5 sizes
   3. Multi-Purpose Sealant A proprietary sealant used at flashing terminations.
2.04 INSULATION/BARRIER BOARD

Consult respective product data sheets for additional information.

A. Polyisocyanurate Insulation – If required by owner
   A closed-cell, tapered, polyisocyanurate (ISO) foam core insulation board. ISO insulation must have a minimum nominal density of 2.0 pcf per ASTM D 1622. Insulation shall have less than 1% water absorption per ASTM C208 and less than 2% linear change per ASTM S2126 testing for dimensional stability. Insulation is available in 3.1 inch x 4’ x 8’ boards.

B. DensDeck
   A siliconized gypsum, fire-tested hardboard with glass-mat facers. Available in ¼ inch x 4’ x 8’ boards.

2.05 ATTACHMENT COMPONENTS

Consult respective product data sheets for additional information.

A. RhinoBond Disc
   A polymer coated 3 inch round plate used with various fasteners to attach the Insulation/Dens-Deck board and as a substrate for induction welding the membrane.

B. Fastener-XP
   A #15, heavy-duty, corrosion-resistant fastener used with RhinoBond Disc to attach Insulation/Dens-Deck to steel or wood roof decks.

2.06 MISCELLANEOUS ACCESSORIES

A. Multi-Purpose Tape
   A high performance sealant tape used with metal flashings as a preventive measure against air and wind blown moisture entry.

C. RhinoBond Induction Welder
   A 110 volt induction welding device that creates a radio frequency that allows the membrane to be welded to a specially coated plate.

D. Solvent Cleaner
   A high quality solvent cleaner used for the general cleaning of residual asphalt, scuff marks, etc., from the membrane surface. Sameolv is also used daily to clean seam areas prior to hot-air welding in tear off or dirty conditions or if the membrane is not welded the same day it is unrolled.

E. Perimeter Warning Tape
   Designed for use on PVC membranes as a reflective, highly visible pressure sensitive tape used to draw attention to roof perimeters and potential hazardous areas. The tape is available in 2 inch wide rolls by 30 feet long and comes on a release liner for easy application. Perimeter Warning Tape exceeds reflectivity 3 requirements and Federal spec. L-S-300, Class 1.

2.07 SEALANTS

A. Multi-Purpose Sealant (for termination details).

B. Depending on substrates, the following sealants are options for temporary overnight tie-ins:
   1. Multiple layers of roofing cement and felt.
2. Spray-applied, water-resistant urethane foam.
3. Mechanical attachment with rigid bar and compressed sealant.

2.08 MISCELLANEOUS FASTENERS AND ANCHORS

A. All fasteners, anchors, nails, straps, bars, etc. shall be post-galvanized steel, aluminum or stainless steel. Mixing metal types and methods of contact shall be assembled in such a manner as to avoid galvanic corrosion. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins. All concrete fasteners and anchors shall have a minimum embedment of 1-1/4 inch and shall be approved for such use by the fastener manufacturer. All miscellaneous wood fasteners and anchors used for flashings shall have a minimum embedment of 1 inch and shall be approved for such use by the fastener manufacturer.

PART 3 - EXECUTION

3.01 PRE-CONSTRUCTION CONFERENCE

A. The primary contractor shall conduct a pre-roofing conference before any work begins, so all parties involved in the roofing system construction, or who may work on or through the roofing system, understand their obligations with respect to the roofing membranes.

3.02 SUBSTRATE CONDITION

A. Applicator shall be responsible for acceptance or provision of proper substrate to receive new roofing materials.

B. Applicator shall verify that the work done under related sections meets the following conditions:
1. Roof drains and scuppers have been reconditioned or replaced properly.
2. Roof curbs, rollouts, equipment supports, vents and other roof penetrations are properly secured and prepared to receive new roofing materials.
3. All surfaces are smooth and free of dirt, debris and incompatible materials.
4. All roof surfaces shall be free of water.

3.03 SUBSTRATE INSPECTION

A. A dry, clean and smooth substrate shall be prepared to receive PVC mechanically-attached roof system.

B. The substrate shall be clean, smooth, dry, free of flaws, sharp edges, loose and foreign material, oil and grease. Roofing shall not start until all defects have been corrected.

C. All roof surfaces shall be free of water.

D. PVC shall be applied over compatible and accepted substrates only.

3.04 SUBSTRATE PREPARATION

A. If necessary, accumulations of bitumen or other irregularities shall be scratched and removed so as to produce a flat, smooth surface. Insulation and Dens-Deck boards shall lay flat from one board to another.

B. All wet areas shall be removed and replaced.

C. Surfaces on which the PVC membrane is to be applied shall be compatible, clean, smooth, free of sharp edges, loose and foreign material, oil, grease and bitumen.

D. When possible, work shall begin at the high point of the roofing area and proceed to the lowest point.

3.05 INSULATION/DENS-DECK INSTALLATION

General Criteria:
A. Insulation/Dens-Deck shall be installed according to manufacturer’s instructions.

B. Insulation/Dens-Deck shall be neatly cut to fit around penetrations and projections.

C. Install tapered insulation in accordance with insulation manufacturer's shop drawings.

D. Do not install more Insulation/Dens-Deck board than can be covered with membrane by the end of the day or the onset of inclement weather.

E. Mechanical Attachment
   1. Insulation/Dens-Deck shall be mechanically fastened to the structural deck with approved membrane fasteners and RhinoBond Disc according to the manufacturer's and PVC membrane manufacturer's recommendations for fastening rates and patterns. The quantity and locations of the fasteners and plates shall also cause the boards to rest evenly on the roof deck/substrate. Each board shall be installed tightly against the adjacent boards on all sides.
   2. Fasten the Insulation/Dens-Deck so the RhinoBond disc and fastener XP in a 2 by 2 foot grid pattern according to PVC Membrane Manufacturer's and the wind design requirements. Fasteners must be tight enough that the membrane disc does not turn, but not so tight as to deform the disc.
   3. Perimeter and Corner Areas

The perimeter and corner area will be determined by building height and width and other conditions according to ASCE 7 guidelines, PVC Membrane Manufacturer's Technical or FM LPDS 1-29 if insured by Factory Mutual. To meet the perimeter and corner uplift requirements, increase fastener density by decreasing the spacing between fastener points in one or both directions. The total tributary area to each fastener is no more than 60 percent for the perimeter and 40 percent for corners, based on the load of roof fastening density. See Detail Drawings.

Notes:
   a) Perimeter area is defined as the outer boundary of the roof. If the roof is broken into different levels, each roof area shall be treated as an individual roof with its outer boundary being treated as a perimeter. Typically, internal expansion joints and firewalls are not considered to be full perimeters. Refer to Factory Mutual's Data Sheet 1-25 for more information.
   b) The ridge area is defined as the high point in the roof area formed by two intersecting planes. When the sum of the slopes is a minimum of 4 inches in 12 inches (30 degrees), each side of the ridge shall be treated as a perimeter area.

4. Fasteners are to be installed consistently in accordance with fastener manufacturer's recommendations. Fasteners are to have minimum penetration of 1 inch through the structural deck.

5. Use fastener tools with a depth locator and torque-limiting attachment as recommended or supplied by fastener manufacturer to ensure proper installation.

3.06 INSTALLATION OF PVC MEMBRANE

The surface of the Dens-Deck shall be inspected prior to installation of the PVC roof membrane. The substrate shall be clean, dry, free from debris and smooth with no surface roughness or contamination. Broken, delaminated, wet or damaged boards shall be removed and replaced. PVC membrane shall be attached with fasteners and RhinoBond disc according to PVC membrane manufacturer's and wind uplift requirements per ASCE 7 or Factory Mutual.

A. RhinoBond - Membrane Attachment to Structural Deck

1. General

   a) PVC full width rolls shall be placed over the installed boards. Membrane overlaps shall be shingled with the flow of water where possible. Seam overlaps may be placed over disc
RhinoBond plate. Welding of the plate will not be affected.

b) Tack welding of the membrane for purposes of temporary restraint during installation is not permitted and may result in voiding of warranty. Consult Technical Department for further information.

2. Field, Perimeter and Corner Areas

Over the properly prepared, installed and attached substrate surface following the 2 by 2 foot grid pattern, PVC full-width rolls are to be installed so as to properly shed water. See Detail Drawings for fastener layouts. Refer to FM LPDS 1-29 for their requirements for perimeter and corner enhancements.

3. Securement Around Roofop Penetrations

a) Around all perimeters, at the base of walls, drains, curbs, vent pipes, or any other roof penetrations, fasteners and RhinoBond discs, discs or perimeter bars shall be installed according to perimeter rate of attachment. Fasteners shall be installed according to the manufacturer's instructions. Fasteners shall be installed using the fastener manufacturer's recommended torque-sensitive fastening tools with depth locators. If RhinoBond disc is not used, the fasteners shall clamp the PVC membrane tightly to the substrate.

b) PVC membrane flashings shall extend 2-1/2 inches past disc and be hot-air welded to the PVC deck membrane.

3.07 RHINOJOND INDUCTION WELDING

B. General

1. Welding equipment shall be provided by or approved by PVC membrane manufacturer. All mechanics intending to use the equipment shall have successfully completed a training course provided by a Technical Service Representative prior to welding,

2. All membrane to be welded shall be clean and dry.

C. Induction Welding

1. Activate the weld between membrane and plate using approved portable induction device. The induction coil must be positioned over the center of the RhinoBond disc. +/- 1 inch Portable Induction device must elevate the temperature of the RhinoBond disc from ambient to 400 - 500 degree F. Cycle time will be affected by available power, use a heavy gauge power cord, at a minimum 12 gauge by 100 feet.

2. When the induction welding cycle is complete, immediately place a Cool & Clamp magnetic weight on the welded assembly. This device must be left in place for at least 60 seconds.

3.08 HOT-AIR WELDING OF SEAM OVERLAPS

A. General

1. All seams shall be hot-air welded. Seam overlaps should be 3 inches wide when automatic machine-welding and 4 inches wide when hand-welding, except for certain details.

2. Welding equipment shall be provided by or approved by PVC membrane manufacturer. All mechanics intending to use the equipment shall have successfully completed a training course provided by a PVC Manufacturer Technical Service Representative prior to welding.

3. All membrane to be welded shall be clean and dry.

B. Hand-Welding

Hand-welded seams shall be completed in two stages. Hot-air welding equipment shall be allowed to warm up for at least one minute prior to welding.

1. The back edge of the seam shall be welded with a narrow but continuous weld to prevent loss of hot
2. The nozzle shall be inserted into the seam at a 45 degree angle to the edge of the membrane. Once the proper welding temperature has been reached and the membrane begins to "flow", the hand roller is positioned perpendicular to the nozzle and rolled lightly. For straight seams, the 1-1/2 inch wide nozzle is recommended for use. For corners and compound connections, the 3/4 inch wide nozzle shall be used.

C. Machine Welding

1. Machine welded seams are achieved by the use of PVC membrane automatic welding equipment. When using this equipment, PVC manufacturer instructions shall be followed and local codes for electric supply, grounding and over current protection observed. Dedicated circuit house power or a dedicated portable generator is recommended. No other equipment shall be operated simultaneously off the generator.

2. Metal tracks may be used over the deck membrane and under the machine welder to minimize or eliminate wrinkles.

D. Quality Control of Welded Seams

1. The Applicator shall check all welded seams for continuity using a rounded screwdriver. Visible evidence that welding is proceeding correctly is smoke during the welding operation, shiny membrane surfaces, and an uninterrupted flow of dark grey material from the underside of the top membrane. On-site evaluation of welded seams shall be made daily by the Applicator at locations as directed by the Owner's Representative or PVC membrane representative. One inch wide cross-section samples of welded seams shall be taken at least three times a day. Correct welds display failure from shearing of the membrane prior to separation of the weld. Each test cut shall be patched by the Applicator at no extra cost to the Owner.

3.09 MEMBRANE FLASHINGS

All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative and PVC manufacturer. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, smooth, and solvent-resistant surfaces. Use caution to ensure adhesive fumes are not drawn into the building.

A. Adhesive for Membrane Flashings

1. Over the properly installed and prepared flashing substrate, flashing adhesive shall be applied according to instructions found on the Product Data Sheet. The adhesive shall be applied in smooth, even coats with no gaps, globs or similar inconsistencies. Only an area which can be completely covered in the same day's operations shall be flashed. The bonded sheet shall be pressed firmly in place with a hand roller.

2. No adhesive shall be applied in seam areas that are to be welded. All panels of membrane shall be applied in the same manner, overlapping the edges of the panels as required by welding techniques.

B. PVC manufacturer's requirements and recommendations and the specifications shall be followed. All material submittals shall have been accepted by PVC Manufacturer prior to installation.

C. All flashings shall extend a minimum of 8 inches above roofing level unless otherwise accepted in writing by the Owner's Representative and PVC Membrane Manufacturer Technical Department.

D. All flashing membranes shall be consistently adhered to substrates. All interior and exterior corners and miters shall be cut and hot-air welded into place. No bitumen shall be in contact with the PVC membrane.

E. All flashing membranes shall be mechanically fastened along the counter-flashed top edge with peel stop at 6-8 inches on center.

F. PVC flashings shall be terminated according to PVC membrane recommended details.
G. All adhered flashings that exceed 30 inches in height or that of the perimeter Sarnabar spacings shall receive additional securement. Consult Technical Department for securement methods.

H. All mechanically-attached flashings that exceed 15 inches in height shall receive additional securement. Consult approved PVC Manufacturer Technical Department for securement methods.

3.10 PVC CLAD METAL BASE FLASHINGS/EDGE METAL

All flashings shall be installed concurrently with the roof membrane as the work progresses. No temporary flashings shall be allowed without the prior written approval of the Owner’s Representative and PVC Manufacturer. If any water is allowed to enter under the newly completed roofing due to incomplete flashings, the affected area shall be removed and replaced at the Applicator’s expense.

A. PVC clad metal flashings shall be formed and installed per the Detail Drawings.

1. All metal flashings shall be fastened into solid wood nails with two rows of post galvanized flat head annular ring nails, 4 inches on center staggered. Fasteners shall penetrate the nailer a minimum of 1 inch.

2. Metal shall be installed to provide adequate resistance to bending and allow for normal thermal expansion and contraction.

B. Adjacent sheets of clad shall be spaced 1/4 inch apart. The joint shall be covered with 2 inch wide aluminum tape. A 4 inch minimum wide strip of PVC flashing membrane shall be hot-air welded over the joint. Exercise caution at perimeter of roof. Workers shall follow OSHA safety procedures.

3.11 WALKWAY INSTALLATION

A. Tred Walkway

Roofing membrane to receive tred Walkway shall be clean and dry. Place chalk lines on deck sheet to indicate location of Walkway. Apply a continuous coat of approved adhesive to the deck sheet and the back of Walkway in accordance with technical requirements and press Walkway into place with a water-filled, foam-covered lawn roller. Clean the deck membrane in areas to be welded. Hot-air weld the entire perimeter of the Walkway to the PVC deck sheet. Check all welds with a rounded screwdriver. Re-weld any inconsistencies. Important: Check all existing deck membrane seams that are to be covered by Walkway with rounded screwdriver and re-weld any inconsistencies before Walkway installation. Do not run Walkway over bars. Tred Walkways shall be installed two (2) courses wide around all roof top mechanical equipment and at all access and egress locations.

3.12 TEMPORARY CUT-OFF

All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary waterstops shall be constructed to provide a 100 percent watertight seal. The stagger of the board joints shall be made even by installing partial panels of Insulation/Dens-Deck. The new membrane shall be carried into the waterstop. Waterstop shall be sealed to the deck and substrate so that water will not be allowed to travel under the new or existing roofing. The edge of the membrane shall be sealed in a continuous heavy application of sealant as described in Section 2.07. When work resumes, the contaminated membrane shall be cut out. All existing, contaminated membrane, insulation fillers, etc. shall be removed from the work area and properly disposed of off site. None of these materials shall be used in the new work.

If inclement weather occurs while a temporary waterstop is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.

If any water is allowed to enter under the newly-completed roofing, the affected area shall be removed and replaced at the Applicator’s expense.
3.13 COMPLETION

Prior to demobilization from the site, the work shall be reviewed by the Owner's Representative and the Applicator. All defects noted and non-compliances with the Specifications or the recommendations of PVC roofing membrane manufacturer shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Owner's Representative and PVC roofing membrane manufacturer prior to demobilization.

All Warranties referenced in this Specification shall have been submitted and have been accepted at time of contract award.
**SECTION E**

**SAMPLE CERTIFICATE OF INSURANCE**

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**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policyholder must endorse. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

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**COVERAGES**

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<td>THIS BLT TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY Pertain, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</td>
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**CERTIFICATE HOLDER**

**BOARD OF REGENTS**
**NEVADA SYSTEM OF HIGHER EDUCATION**
**4505 MARYLAND PARKWAY**
**LAS VEGAS, NEVADA 89154-1033**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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SECTION F
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) ____________________________     _________________________ (SEAL)
   (Contractor)                         (Surety)

By: _________________________________     By: _________________________________
   (Signature)                        (Signature)

Surety Name: _______________________________
Contact Name: _______________________________
Address: _________________________________
Phone Number: _______________________________
Fax Number: _______________________________

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
SECTION G
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.

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

By: ___________________________ By: ___________________________
    (Signature)  (Signature)

Surety Name: ___________________________
Contact Name: ___________________________
Address: ________________________________

Phone Number: ___________________________
Fax Number: ___________________________

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
Bid Attachment 1
PRICING RESPONSE FORM

Bid Number
Project Name:
PWP number:

Name of Contractor: _____________________________________________________

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to
furnish any and all labor, equipment, materials, transportation, and other facilities required for the
services as set forth in the Bidding and Contract Documents.

   Will provide all materials, labor, tools, supplies, equipment, supervision, training and
   transportation necessary to provide a “turn-key” project to complete the UNLV Maryland Office
   building roof replacement

2. as described herein for the following amount:

   $_________________________________

   Substantial completion of the project must be achieved by 60 days from notice to
   proceed.

3. Have examined the Contract Documents and the site(s) for the proposed work and satisfied
themselves as to the character, quality of work to be performed, materials to be furnished
and as to the requirements of the specifications.

4. Have completed all information in the blanks provided and have submitted the following
within this Bid:

   a) Have listed the name of each Subcontractor which will be paid an amount
      exceeding five percent (5%) of the Total Base Bid amount.

   b) Attached a bid security in the form of, at my option, of a Cashier's Check, Bid
      Bond, or Certified Check in the amount of 5% of the total bid price. The Cashier's Check, Bid
      Bond, or Certified Check must be payable to the Board of Regents, Nevada System of Higher
      Education, which it is agreed will be retained as liquidated damages by UNLV if Bidder fails to
      execute the Contract and furnish the required Payment and Performance Bonds and insurance
      certificates in conformity with the contract documents within five (5) calendar days after
      notification of the intent to award of the Contract.

   c) If claiming the preference eligibility, I have submitted a valid Certificate of
      Eligibility with this Bid.

5. Agree that this bid may not be withdrawn within a period of one hundred twenty (120)
calendar days after the opening thereof.

6. Have checked carefully all of the above figures and understands that UNLV will not be
responsible for any errors or omissions on the part of the Bidder in making up this bid.
7. Certify the following: a) that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person not herein named; b) that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any person, firm or corporation to refrain from bidding; and c) that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other bidder.

8. Acknowledge that a review of your license Status/History from the State Contractors' Board and a list of past audits by the Office of the Labor Commissioner may be considered when determining the lowest responsive and responsible bidder. As part of the evaluation process, bidders may be required to provide a written explanation of each complaint including the nature of the complaint and its status.

9. Acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 5 (List of Subcontractors 1% and above) within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or FAX to 702.895.3859 or purchasingunlv@unlv.edu and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:

   a) My firm’s name on the list if my firm will perform any work which is more than 1 percent of the prime contractor’s total bid and which is not being performed by a subcontractor. The prime contractor shall also include on the list:

   1) A description of the labor or portion of the work that the prime contractor will perform; or
   2) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

   b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

   c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor’s total bid or $50,000, whichever is greater.

10. Acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3.d above, I must submit Bid Attachment 6, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions in order to qualify for a preference. The forms must be submitted via hand delivery or email to unlvpurchasing@unlv.edu and I understand hand delivery is recommended. Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.
11. Acknowledge that I have not breached a public work contract for which the cost exceeds $25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

12. Acknowledge that my bid is based on the current State of Nevada prevailing wages for Nevada System of Higher Education (if applicable).

13. Bidder understands that, if awarded the Contract, it shall not, without the written consent of UNLV, substitute any subcontractor in place of the subcontractor(s) designated on this bid form. Bidder understands that violation of any of the provisions of this Item may be deemed a breach of the contract and UNLV shall have the right to terminate the contract. Bidder acknowledges that any substitutions must be made in accordance with Section 338.141 and the failure to comply will result in forfeiture of the amounts set forth therein.

14. Bidder represents that the following people will serve in the following capacity:
   Superintendent
   Project Manager
   Safety Director

Submitted By:

By: ______________________________ Date: ________________
Name: ______________________________
Title: ______________________________
Company: ____________________________
ATTACHMENT 2
BID RESPONSE FORM

Company Name: ________________________________________ Bid No.: _____________ PWP No.: ______________________

Nevada Business License No.: ________________________ Business License Exp.: ________________________

Address: ___________________________________________ City: ____________________

State: ______ Zip Code: __________ Phone No.: ______________ Fax No.: _________________

Contact Person: ________________________ Email: _______________________________

UNLV Supplier Number (MUNIS ID): __________ Federal Tax ID No.: _____________________________

Please check the appropriate box(es) in accordance with General Terms and Conditions:

BUSINESS STATUS (Attach certifications)
__ Minority Business Enterprise (MBE)  __ Small Business Enterprise (SB)
__ Women-Owned Business Enterprise (WBE)  __ Local Business Enterprise (LBE)
__ Disabled Veteran Business Enterprise (DVBE)  __ Not Applicable (N/A)

BIDDERS’ PREFERENCE  Is the Bidder claiming Bidders’ Preference?

☐ Yes  If yes, Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 6).
☐ No  I do not have a Certificate of Eligibility to receive preference in bidding.

ACKNOWLEDGEMENT OF ADDENDA:
The undersigned, as an authorized representative for the Company named above, acknowledges that he/she has examined this Request for Bid 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.

The undersigned acknowledges receipt of the following addenda:

Addenda No._____ Dated __________ Addenda No._____ Dated __________ Addenda No._____ Dated __________

Addenda No._____ Dated __________ Addenda No._____ Dated __________ Addenda No._____ Dated __________

DEPARTMENT/SUSPENSION STATUS

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

2. The Bidder/Contractor agrees to provide immediate notice to UNLV’s Purchasing department in the event of being suspended, debarred, or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this Bid but prior to the award of the Purchase Order/Contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this Bid shall be noted in writing, and attached to the Bid when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed “EXCEPTIONS”, and by offering alternates to replace the excepted requirements, the Bidder may still compete in the bidding. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there any exceptions to this bid?  Yes _____  No _____

_____________________________  ________________________________  ___________________
Signature  Print Name and Title  Date
LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS’ BOARD LICENSE INFORMATION:
I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER:

LICENSE CLASS:

LICENSE LIMIT:

ONE TIME LICENSE LIMIT INCREASE $_______________ IF YES, DATE REQUESTED

DUN & Bradstreet Number ______________________

CLARK COUNTY BUSINESS LICENSE NO. ______________________

STATE OF NEVADA BUSINESS LICENSE NO. ______________________

AUTHORIZED REPRESENTATIVE ______________________

E-MAIL ADDRESS ______________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE ______________________

TODAY'S DATE ______________________
ATTACHMENT 3

LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS
(PROJECTS ANTICIPATED TO EXCEED $1,000,000)

LIST OF SUBCONTRACTORS

RFP No.: __________________ Company Name: ________________________________

Proposer submits the following names and Nevada State Contractor License numbers of Subcontractors who will provide to Proposer labor or a portion of the Work or improvements for which Subcontractor will be paid. If Proposer will perform any of the Work required to be listed, Proposer shall list his name for such Work in the space provided below. Proposer certifies that all Subcontractors listed are eligible to perform the Work.

Company Name: __________________ Federal Tax ID No.: ______________________

Nevada Business License No.: __________________ Business License Exp. Date: ______

Subcontractor’s NV License No.: __________________ Subcontractor’s Work: __________________

City: __________________ State: __________________ Phone No.: __________________

Business Status (in accordance with General Terms and Conditions):

Minority Business Enterprise (MBE) □ Small Business Enterprise (SBE) □
Women-Owned Business Enterprise (WBE) □ Local Business Enterprise (LBE) □
Disabled Veteran Business Enterprise (DVBE) □

Certification No.: __________________ issued by: _____________________________

Proposer hereby includes his name ____________________________ (Print Name of Proposer)

and Nevada Contractor’s License No. ____________________________ (Print Proposer’s License No.)

on this list and represents that all Work not named above will be performed by the Proposer.

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions. The Contractor whose Proposal is accepted shall not add a Subcontractor or substitute for a Subcontractor who is named herein, unless the UNLV approves the substitution in writing.

NOTE: THIS FORM SHALL BE SUBMITTED BY ALL PROPOSER WITH THEIR GMP.
ATTACHMENT 4
LIST OF SUBCONTRACTORS 5% AND ABOVE

Bid Attachment 4: SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. IF PRIME CONTRACTOR INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR, INCLUDE A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT PRIME CONTRACTOR WILL PERFORM ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR.

THE CONTRACTOR SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>CONTRACTOR’S NAME(S)</th>
<th>NV STATE CONTRACTORS’ LICENSE NUMBER</th>
<th>*BEG</th>
<th>**ETHNICITY</th>
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<tr>
<td>DESCRIPTION OF WORK</td>
<td>SUBCONTRACTOR’S FIRM NAME(S)</td>
<td>NV STATE CONTRACTORS’ LICENSE NUMBER</td>
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Legal Name of Firm as it Would Appear in Contract

Signature of Bidder (Authorized Representative) ____________________________

Today’s Date _________________

*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

**African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA)
BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a ☐ MBE ☐ WBE ☐ DBE ☐ SBE ☐ LBE ☐ DVB ☐ N/A as defined below.

1. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is ☐ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Other

2. BIDDERS’ PREFERENCE Is the Bidder claiming Bidders’ Preference?

☐ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

3.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER FAX NUMBER

NEVADA STATE CONTRACTORS’ BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: ____________________________
LICENSE CLASS: ________________________
LICENSE LIMIT: ____________________________
ONE TIME LICENSE LIMIT INCREASE $_______________ IF YES, DATE REQUESTED ________________

DUN & BRADSTREET NUMBER ____________________________
CLARK COUNTY BUSINESS LICENSE NO. ____________________________
STATE OF NEVADA BUSINESS LICENSE NO. ____________________________

AUTHORIZED REPRESENTATIVE (PRINT OR TYPE) ____________________________
E-MAIL ADDRESS ____________________________
SIGNATURE OF AUTHORIZED REPRESENTATIVE ____________________________
TODAY’S DATE ____________________________

*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

**African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American
ATTACHMENT 5
DESIGNATION OF SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. If the prime contractor will perform any work which is more than 1 percent of the prime contractor’s total bid and which is not being performed by a subcontractor listed, the prime contractor shall also include on the list: (a) A description of the labor or portion of the work that the prime contractor will perform; or (b) A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.

Within 2 hours after the completion of the opening of the bids, the contractors who submitted the three lowest bids must submit a list containing:

1. The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding $250,000.

2. If any one of the contractors who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will not be paid an amount exceeding $250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the prime contractor for which the first tier subcontractor will be paid 1 percent of the prime contractor’s total bid or $50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The contractor shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a contractor does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>CONTRACTOR’S NAME(S)</th>
<th>NV STATE CONTRACTORS’ LICENSE NUMBER</th>
<th>*BEG</th>
<th>**ETHNICITY</th>
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<table>
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<th>DESCRIPTION OF WORK</th>
<th>SUBCONTRACTOR’S FIRM NAME(S)</th>
<th>NV STATE CONTRACTORS’ LICENSE NUMBER</th>
<th>*BEG</th>
<th>**ETHNICITY</th>
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</table>

Legal Name of Firm as it would appear in Contract

Telephone Number

Address including City, State and Zip Code

Signature of Bidder (Authorized Representative)

*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

**African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA)
ATTACHMENT 6

AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO PURCHASING@UNLV.EDU IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.1389 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, ____________________________ (“Affiant”), on behalf of the ________________________ (“Contractor”), swear and affirm that in order to be in compliance with NRS 338.1389, and NRS 338.0117, and be eligible to receive a preference in bidding for Invitation for Bid No., Project Name (“Project”); certify that for the duration of the Project, collectively, and not on any specific day;

(a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver’s license or identification card issued by the State of Nevada Department of Motor Vehicles (“DMV”);

(b) All vehicles used primarily for the Project will be:

   (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or (2) Registered in the State of Nevada;

(c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver’s license or identification card issued by the DMV; and

(d) The Contractor, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.

Upon submission of the State Contractors’ Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements of this Affidavit entitles UNLV to a penalty as defined by statute.

By: ____________________________________________  
   Printed Name of Affiant

Signature of Affiant: ____________________________  
   Date: ____________________________

Signed and sworn to (or affirmed) before me on this _______ day of _____________________, 20_____, by ____________________________ (name of Affiant)

State of _______________________, ss)  
   Notary Signature

County of: _______________________, ss)  
   STAMP AND SEAL
Proof of Authorization to Sign Affidavit

The person must establish his/her actual authority to act on behalf of the business organization. The table below gives examples of the positions with authority.

<table>
<thead>
<tr>
<th>BUSINESS ENTITY</th>
<th>PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sole Proprietorship</td>
<td>Name of Sole Proprietor</td>
</tr>
<tr>
<td>Partnership</td>
<td>Name of Partner</td>
</tr>
<tr>
<td>Corporation</td>
<td>1. Director, if Authorized</td>
</tr>
<tr>
<td></td>
<td>2. Executive Officer (as indicated in the Article of Incorporation)</td>
</tr>
<tr>
<td>Limited Liability Company</td>
<td>1. Member, if Member-Managed LLC</td>
</tr>
<tr>
<td></td>
<td>2. Manager, if Manager-Managed LLC</td>
</tr>
</tbody>
</table>