



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

**REQUEST FOR QUALIFICATION 619-DC
FOR ON-CALL CONSTRUCTION MANAGER AT RISK (CMAR)**

RELEASE DATE: Friday, September 12, 2014

**NON-MANDATORY PRE-PROPOSAL
CONFERENCE:** Thursday, September 18, 2014 at 10:00am PDT
Campus Services Building (CSB) Room #223

LAST DAY FOR QUESTIONS: Wednesday, September 24, 2014 at 5:00pm PDT

LAST DAY FOR ADDENDA : Friday, September 26, 2014 at 5:00pm PDT

OPENING DATE, TIME and LOCATION: Wednesday, October 8, 2014 at 3:00pm PDT

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

A Non-Mandatory Pre-Proposal Conference will be held on the date, time and location noted above.

Sealed responses, one (1) original, five (5) copies, one (1) electronic copy on CD or flash drive, and only one (1) Tab 5, Cost Information (defined below), is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Response(s)"). **All Responses must be received on or before the opening date and time to be considered.** Responses may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

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

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

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

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SECTION A **INTRODUCTION**

1. PURPOSE OF REQUEST

UNLV and NSC invite interested parties to submit a response to provide on-call CMAR services for UNLV and NSC projects. Wherever in this request, it refers to “UNLV” or “NSC”, the intent is the provision, requirement, and/or condition shall apply to, refer to, or is a requirement of either UNLV or NSC equally and interchangeably. As such, wherever the RFP refers to “UNLV” it is meant to also apply to NSC. The intent is to establish primary source(s) for CMAR requirements for both UNLV and NSC.

UNLV intends to award to multiple successful Proposers who will enter into a multi-year contract with UNLV. The initial term of the Contract will be one (1) year with the option to extend for an additional three (3) one-year renewal terms. Separate similar contracts shall be executed for NSC projects.

UNLV will issue a purchase order for each construction job awarded as a result of this RFQ. Multiple purchase orders will be issued for the contract period. The maximum dollar amount for individual projects is \$2,000,000 and the annual aggregate total amount of all projects will not exceed \$4,000,000 per Contractor.

Contractor(s) may subcontract various trades provided said subcontractors are identified in the Invitation To Quote (ITQ) For On-Call Projects Form, attached as Exhibit C, submitted by the Contractor for a specific project and are licensed to perform work in the State of Nevada.

The actual volume of work will depend solely on UNLV's and NSC's needs. This RFQ and any resulting contracts shall not be interpreted or construed as a commitment or a promise by UNLV to expend any specific sum of money for the services identified herein.

UNLV spent approximately \$3,300,000.00 in fiscal year 2012 and \$500,000.00 in fiscal year 2013 on these types of projects. However, UNLV and NSC do not guarantee a maximum or minimum dollar amount of work under this RFQ or resultant contract(s).

2. UNIVERSITY OF NEVADA, LAS VEGAS

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

NEVADA STATE COLLEGE

NSC is located in the city of Henderson and is the only four-year, comprehensive public institution in the state of Nevada. NSC currently offers over 35 high-demand majors and minors and serves approximately 3,400 students. Additionally, there are approximately 154 full-time faculty and staff.

NSC currently operates two campus locations including the 500-acre developing main campus in the southeast corner of the Henderson, on the foothills of the McCullough mountain range. The temporary campus is located in downtown Henderson. The Nursing, Science, and Education Building and the Student Activities and Administration Building are scheduled to be constructed on the main campus by the fall of 2015. NSC plans to consolidate all operations to its main campus at that time, closing the temporary downtown location.

3. **TERMINOLOGY**

BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.
COMPANY (IES)	“Company” shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.
CONTRACT	“Contract” is the final agreement with the Contractor.
CONTRACT DOCUMENTS	The Request for Qualification documents, Proposer's Response and any mutually agreed upon written modifications
CONTRACTOR	Successful Proposer(s)
CMAR	Construction Manager at Risk
DIRECTOR	The term “Director” as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
GENERAL TERMS AND CONDITIONS	By submitting a Response, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Responses will be evaluated, and the Contract awarded as set forth in Section C.
ITQ	Invitation to Quote
MINIMUM CONTRACT TERMS	Included in this RFQ are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).
NSC	Nevada State College
NSHE	The Nevada System of Higher Education. NSHE is Nevada’s public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
PROPOSER	“Proposer(s)” as used throughout this RFQ document will mean the respondent(s) to this Request for Qualification or you, as applicable.
PURCHASING DEPARTMENT	UNLV’s Purchasing and Contracts Department

UNLV RFQ #619-DC
REQUEST

Request for Qualification, RFQ

RFQ

The term "RFQ" as used throughout this document will mean Request for Qualification.

RFQ RESPONSE FORM

Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFQ including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

UNLV

University of Nevada, Las Vegas

SECTION B
SUBMISSION INSTRUCTIONS

UNLV invites the submission of Responses on the material and/or services specified within this RFQ. Please read carefully all instructions, introduction, general terms and conditions, Purchase Order terms and conditions, scope of work and/or specifications, RFQ Response Form, sample insurance form, and Minimum Contract Terms, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of this RFQ may result in your Response being declared non-responsive.

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFQ including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFQ, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFQ Response Form**. Response may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Response submitted should not exceed **fifty (50)** pages. Other attachments may be included with no guarantee of review.
- d) All Responses shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Response. Proposers shall include with their forms the necessary documents or attachments as required in this RFQ document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Responses along with all required documents as described in this RFQ must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFQ number, title as listed on the first page of the RFQ, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Responses will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFQ. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Response not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFQ or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the RFQ should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

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

- m) Altering any of this RFQ may render the Response null and void.
- n) Companies submitting a Response in response to this RFQ are certifying that it has had no contact with an employee or member NSHE/UNLV in any manner which would give that Company submitting such a Response, any advantage over any other Company submitting one. Employees and members of NSHE/UNLV shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular Response without further consideration.
- o) All Proposers, by signing the **RFQ Response Form**, certify that they agree to the terms and conditions set forth in this RFQ and attached Minimum Contract Terms (**including all insurance requirements**) unless otherwise stated.
- p) All Proposers, by signing the **RFQ Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Responses, attachments and **RFQ Response Form** shall be enclosed in sealed envelopes and submitted as instructed on page one of this RFQ document.
- r) UNLV accepts no responsibility or liability for any costs incurred by a responding Company prior to the execution of the Contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) **Responses are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Law. Responses must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Response submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Proposer and not be considered for award.

2. **SUBMISSION REQUIREMENTS**

TAB 1. GENERAL REQUIREMENTS - The Proposer is to provide:

- a) Certification that Proposer has not been terminated from any contract for breach of contract, or had been identified as excluded from doing business with the Federal Government. Evidence of such termination will disqualify the Proposer from doing work with the University.

- b) Evidence of holding applicable and valid State of Nevada Business License and Contractors License.
- c) Evidence of required Insurance as identified in Exhibit A, Sample Certificate of Insurance.
- d) Provide Litigation & Dispute History for all projects completed within the last 5 years for which construction services were performed. Significant negative litigation and dispute history, unresolved claims and other items may be grounds for disqualification, at the sole discretion of UNLV.
 - i. Dollar amount of liquidated damages paid and projects involved. This may be grounds for disqualification depending upon the facts and circumstances. Please describe using up to two pages.
 - ii. Has there been a termination from a project before completion? If so, please describe when, where and why using up to two pages. This may be grounds for disqualification depending upon the facts and circumstances.
 - iii. Has a settlement been paid in excess of \$25,000 involving work or construction of a project? If so, please describe when, where, and why using up to two pages. This may be grounds for disqualification depending upon the facts and circumstances.
 - iv. Has there been a judgment rendered for breach of contract? If so, please describe when, where, and why. This may be grounds for disqualification depending upon the facts and circumstances.
 - v. Have you ever been disqualified from being awarded a contract? If so, please describe when, where and why using up to two pages. This may be grounds for disqualification depending upon the facts and circumstances.
 - vi. Provide a summary of any and all safety violations within the last 5 years and performance record for all projects completed within the last 5 years.
 - vii. State your team's record of performing within the owner's schedule versus the actual schedule. Explain any schedule deviations.
 - viii. State your team's record of performing within the estimated or contract award amount versus the actual construction cost. Explain any cost deviations.

TAB 2. COMPANY DESCRIPTION AND TEAM/STAFF QUALIFICATIONS

- a) Description of Company
 - i. Name of Company
 - ii. Location of principal (contact) and branch offices
 - iii. Type of Ownership: Individual, partnership, corporation, Limited Liability Company or other type of entity. If partnership, list names of all partners. If corporation, give the state in which corporation is registered and provided names of President, Secretary, and Treasurer. If Limited Liability Company, give state in which company was formed and names of all members, managing members and managers. If another type of entity, state type of entity and give names of equity Owners and of officers and/or other persons charged with responsibility and control of affairs and enterprises of entity.
 - iv. Provide length of time in business
 - v. Size of Company: Size of principal (contact) office. Include total number of staff and their responsibilities (for example 2 project managers, 3 superintendent, 3 project engineers, 1 administrative assistant, etc.) If a staff member regularly performs multiple tasks, include such person in the most responsible position for which he/she spends at least 25% of his/her time.
 - vi. Provide resumes for staff members that would most likely be assigned to projects at UNLV such as project managers, superintendents, safety directors or other key staff and

highlight how their qualifications and experience are appropriate for on-call projects and services (one or more per position)..

- b) List all applicable contractors' license number(s).
- c) List all work the company is licensed to self-perform.
- d) Bonding information
 - i. Name of Bonding Company
 - ii. Evidence from the bonding company that verifies your firm's current project specific bonding capacity
 - iii. Bond Rate
- e) List of other available services

TAB 3. PROJECT EXPERIENCE & REFERENCES

Generally describe proximity to and familiarity with UNLV, particularly regarding construction projects. List any previous projects that have been completed at any UNLV campus or in similar environment within the last 5 years. Similar environments may be public, private, educational, corporate or other settings. UNLV will consider both project experience on UNLV campus and similar environments. Clearly indicate which team members were involved in each project. Highlight where team members proposed as staff for on-call projects and services have worked on or supported your firm's submitted project experience.

Using the Project Experience Form provided in Section E, list five (5) projects that the Proposer has completed in the last 5 years and provide the following information for each project.

- a) Project Name and location, project type (new construction, renovation, addition, etc.), project size (sf)
- b) Owner contact information (Verify that all names, addresses, and phone numbers are current. Any reference that is not current will be considered non-responsive. Do not use references that are retired or no longer employed by the project's owner).
- c) Architect contact information (if applicable).
- d) Identify the nature of construction services provided for each project.
- e) Project Cost
 - i. Contracted amount and final construction cost
 - ii. Percent of change orders and reason for change
- f) Completion dates (scheduled, substantial, and final)
- g) Construction Project Manager(s) (person responsible to the Owner for the overall success of the project);
- h) Project Manager (person responsible to the Owner for the overall success of the project)
- i) Project Superintendent (person responsible for coordinating the day-to-day work);
- j) Other key members as applicable (name and responsibility)

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

TAB 4. PROJECT APPROACH / MANAGEMENT

Describe the general approach related to the following CMAR contracting issues and how your team might approach the items below:

- a) Monitor and control the project (Project Approach relative to project operations, etc.). This should include pre-design and design services, as well as construction services.
- b) Pre-Construction staffing. On a \$1,000,000 project, describe the number and type of staff who will be assigned to the project.
- c) Communication with the Owner
- d) Communication with the project team including the Contractor's staff and subcontractors, and A/E team members (if applicable)
- e) Control the budget and schedule (Budget and Schedule Management)
- f) Perform Quality Assurance
- g) Administer a Safety Program
- h) Participate in a commissioning program, if required (with a third party commissioning agent retained by UNLV)
- i) Perform punch list and warranty work (Project Completion)

TAB 5. COST INFORMATION (SUBMIT IN A SEPARATE SEALED ENVELOPE)

In a separate sealed envelope, provide cost information relative to components of costs as a contractor. Include items noted below in your Responses:

- a) Pre-construction Fee Range: Provide the range of typical pre-construction fee percentage charged by the Contractor for projects. Describe the specific scope of items typically included in your pre-construction fee.
- b) Construction Fee Range: Provide the range of typical construction fee percentage charged by the Contractor on a \$1,000,000 project.
- c) Typical hourly rates for key staff positions: Provide typical hourly charge rates for the Project Manager, Project Superintendent and other key staff typically assigned on a CMAR project.

EVALUATION OF RESPONSES

- a) At the date and time stated in this RFQ, all Responses will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) Responses will initially be reviewed to ensure that they meet the General Requirements stipulated in this RFQ. An evaluation committee shall evaluate Responses based on the criteria listed below. UNLV reserves the right to create a "short list" of Companies to be interviewed. The Companies invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent's/Proposer's presentation and discussion. At the conclusion of the evaluation, the committee will recommend the Company(ies) for award.
- c) A Contract will be awarded on the basis of which Response(s) UNLV deems best suited to fulfill the requirements of this RFQ and meet UNLV's needs. UNLV also reserves the right not to make an award if it is deemed that no single Response fully meets the requirements of this RFQ and/or meets the needs of UNLV.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all Responses.

- e) Any letters of recommendation that are submitted with the Response, but not specifically requested, will not be evaluated.
- f) Responses will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
1. Experience Company Description and Team/Staff Qualifications Project Experience & References	60
2. Project Approach/Management Quality Control Budget Control Schedule Control Approach to Communication with Owner and Team	20
3. Cost Information	20
Total Possible Points	100

3. **LATE RESPONSES**

Formal, advertised Request for Qualification indicates a time by which the Responses must be received in the Purchasing Department. Any Responses received after that date and time will be rejected and not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFQ document.

4. **PUBLIC OPENING OF RFQ's**

At the date and time stated in this RFQ, all Responses will be opened publicly and the name of the respondents/Proposers will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Proposers, their authorized agents and other interested parties are invited to be present.

4. **WITHDRAWAL OF RESPONSE**

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Responses**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and UNLV.
- b) UNLV reserves the right to award on a multi-year basis and, to award to multiple vendors.
- c) The initial term of the Contract will be one (1) year ("Initial Term" or "Term"). Upon mutual agreement of both parties, the Contract may be extended for an additional three (3) year renewal terms ("Renewal Term(s)" or "Term(s)").
- d) The Proposer is solely responsible for the content of its Response and ensuring that it best meets the evaluation criteria set forth in this RFQ. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to this RFQ.
- e) UNLV reserves the right to reject any or all Responses or any part(s) thereof and to waive informalities and minor irregularities in the Responses received.
- f) A formal, more extensive Contract will be signed by and between the successful Proposer(s)/Contractor(s) and UNLV to perform this service.
- g) The terms and conditions contained in the attached Minimum Contract Terms or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Minimum Contract Terms, will be included in a more extensive and detailed Contract that results from this RFQ. If Proposer takes exception to the Minimum Contract Terms (**including the insurance requirements**), or any general terms or conditions set forth herein, Proposer will submit a specific list of the exceptions as part of its response to this RFQ. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of Proposer's offer as non-responsive to this RFQ. If Proposer's exceptions do not result in disqualification of Proposer's response, then UNLV may consider Proposer's exceptions when UNLV evaluates the Proposer's response.
- h) UNLV and its Purchasing Department reserve the right to enter into discussions with anyone, or all of the Proposers after Responses have been initially reviewed by UNLV. Such discussions may be

for clarification of Response content contained in a responsive Response and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFQ, unless otherwise modified.

4. **COMPLIANCE**

Proposers are required to comply with all applicable OSHA, EPA, ADA, HIPAA, FERPA, NCAA, GLBA provisions and any and all other relevant state and federal standards, codes and regulations that may apply.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

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

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

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

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

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **PAYMENT TERMS**

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

12. **PROMPT PAYMENT DISCOUNTS**

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

13. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. 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 within five (5) days of the receipt of the decision by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

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

14. **SAMPLES**

As applicable, Proposers may be required to furnish a sample of the product being offered after the RFQ opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

15. **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 RFQ 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 RFQ 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 RFQ. 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 Response. However, failure to provide a complete Response in response to this RFQ could result in rejection of the submittal as incomplete.

b) Any award from this RFQ that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:

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

a) Definitions

- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
 - (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
 - (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
 - (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.
 - (5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.
 - (6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- b) All Proposers, by signing this RFQ Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

16. **SUSTAINABILITY**

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Proposers share this commitment as

well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the RFQ.

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

17. **TAXES, LICENSES AND PERMITS**

- a) It is the Proposers' responsibility to secure all required licenses, permits and insurance necessary for the proper execution and completion of the work/Services involved. UNLV is exempt from paying state, local and federal excise taxes.
- b) Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. By submitting its Response, the Proposer certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV's Purchasing Department in the event the license is no longer valid.
- c) NSHE/UNLV is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

The intent of this RFQ is to establish primary source(s) for UNLV's and NSC's CMAR requirements. Successful Proposers to this RFQ will be required to enter into a contract with UNLV for an initial term of one year with an option to renew, at UNLV's sole discretion, for an additional three (3), one-year periods. Contracts will have similar terms and conditions to the AIA form Contracts provided in Exhibit B. Separate similar contracts shall be executed for NSC projects.

Successful Proposers will be required to maintain a local office which is within a fifty (50) mile radius from UNLV/NSC. The local office must be staffed with primary project personnel including the project manager, superintendent, and safety director.

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

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

Individual projects under this contract shall not exceed \$2,000,000.00 and the annual aggregate total for all projects shall not exceed \$4,000,000.00 per Contractor. The actual volume of work will depend solely on UNLV's needs. This RFQ or resulting contracts shall not be interpreted or construed as a commitment or a promise by UNLV to expend any specific sum of money for the services identified herein.

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

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

GENERAL OPERATING PROCEDURES

1. **Pricing:** Purchase order pricing will remain firm during the duration of the Purchase Order. However, current wage rates must be used if applicable. Quotes will be held firm for 60 days.
2. **Purchase Orders:** If UNLV shall elect to use this contract, UNLV/NSC Project Manager will prepare an ITQ, including the project technical scope of work following UNLV policies, project specific delivery scope items, and other items and the lowest responsive/responsible Contractor will be issued a purchase order to perform work. The Contractor will prepare and submit a quote on the ITQ form

prepared by the UNLV/NSC Project Manager and referenced documents and materials in the ITQ. Site visits will be conducted as necessary and arranged by the UNLV/NSC Project Manager. Contractor shall submit completed ITQ to UNLV/NSC Project Manager for review/approval. Issuance of a Purchase Order and Notice to Proceed by the Purchasing Department shall authorize the Contractor to proceed with the work.

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

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

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

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

5. **Response Time:** Contractor will be expected to respond to the approved work order within three (3) days for routine requests and within one (1) day for emergency requests, unless otherwise specified in the purchase order.
6. **Interrupting Services:** The Contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during construction or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the UNLV Facilities to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of UNLV. A minimum of 72 hours' notice shall be given to UNLV/NSC Project Manager.
7. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance/product and non-responsiveness will constitute grounds for cancellation of the contract. UNLV Planning and Construction will review Contractor performance, and upon instances of unsatisfactory performance, will formally inform Contractor of such and require a formal plan from the Contractor to achieve satisfactory performance. If, after consultation between UNLV Planning & Construction and UNLV Purchasing Department, grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Purchasing Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactory completed to date. No allowance will be made for anticipated work or profits.

8. **Final Acceptance:** The Contractor shall notify the UNLV/NSC Project Manager when each project is complete. UNLV shall then arrange for a prompt inspection by the UNLV/NSC Project Manager and others as determined by UNLV who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.
9. **Invoice and Purchase Order Procedures:** Upon award of a job, UNLV will issue a purchase order and notice to proceed. Itemized invoices, clearly referencing appropriate response pricing item number, purchase order and work order number, shall be submitted in accordance with the purchase order. UNLV reserves the right to require AIA pay applications.

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

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

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

11. **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, in the State of Nevada, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A general contractor's license is required for the vendor entering into the contract with UNLV. Contractors are encouraged to submit other licenses as may be considered appropriate for specific work activities.
12. **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. If the foreman actually works on the site as a crew member, his/her hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.
13. **Codes, Fees and Permits:** All work shall be executed in accordance with the current International Building Codes (IBC), International Fire Codes (IFC), local and state ordinances and regulations governing the particular class of work involved. The Contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

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

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

14. **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances and the UNLV Design, Construction and Sustainability Standards available at <http://www.unlv.edu/plancon/standards-contracts>. UNLV may also have other specific specifications which may apply to any given project. UNLV specifications will be provided by the UNLV/NSC Project Manager as applicable. If materials, equipment, or systems are installed in a manner which is not in

conformance with the requirements of the specifications and for which the Contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to UNLV.

15. **Inspections:** Contractor shall contact the UNLV/NSC Project Manager, when work is ready for inspection. Payment is contingent upon passing any inspection. UNLV will **not** reimburse Contractor for work/materials needed to remedy "no pass" work. UNLV may inspect projects at any time with or without prior notification to the Contractor. UNLV shall have the right to observe all framing, electrical or plumbing work before it is covered. Should any work be covered contrary to request or to any requirement of the contract documents, the UNLV/NSC Project Manager may order it uncovered for his observation. The Contractor shall uncover and replace all such work at his own expense. Any work or materials installed contrary to the requirements of the contract documents or rejected as defective by UNLV shall promptly be removed, replaced or corrected as may be applicable. The cost of this work shall be borne by the Contractor. The Contractor shall notify UNLV 24 hours in advance before covering up any concealed work or conducting tests by any authority.
16. **Guarantee:** The Contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to UNLV, any and all defective equipment, parts, etc., within 12 months after accepted by UNLV approval of final payment. This excludes normal maintenance and daily servicing of equipment which is UNLV's responsibility.
17. **Protection of Adjacent Surfaces:** The Contractor shall take all measures necessary during the course of work to protect existing property including adjacent surfaces, equipment, electrical systems, piping, furnishings, and landscaping from damage during the course of the work and shall repair promptly any such damage at his own expense and to the satisfaction of UNLV/NSC Project Manager.
18. **Protection of the Work:** The Contractor is responsible for the protection and security of all materials, tools, equipment, and installed work until the final acceptance of the work by UNLV/NSC Project Manager.
19. **Clean-up:** The Contractor shall keep the site clean and neat during the execution of the work, shall remove accumulations of debris at the end of each day, and shall leave all surfaces and areas completely clean at final completion.
20. **Specifications Deviation:** Contractor must follow and provide work in conformance with the UNLV Design, Construction and Sustainability Standards available at <http://www.unlv.edu/plancon/standards-contracts>.
21. **Post Award Conference:** After contract award, the Contractor shall meet with UNLV/NSC Project Manager to outline procedures such as scheduling, project administration, pre-construction planning, inspections and other items related to the administration and delivery of the project.
22. **Contractor Performance Evaluation:** For each project, Contractors will be evaluated based on their performance which will include, but not be limited to, the ability to meet schedule, management of staff/subcontractors, response to field changes, site safety and logistics, and adherence to UNLV policies and procedures.

MATERIALS:

1. **Materials Supply and Quality:** Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). Any manufacturer's data supplied with the materials shall be submitted to the UNLV/NSC Project Manager. All materials shall be new, unused, and in good condition accordingly. However, if conditions

would necessitate utilizing used/rebuilt materials, prior approval must be secured from the UNLV/NSC Project Manager.

2. **Procurement of Other Materials:** UNLV reserves the right to procure any materials through normal procurement channels and to furnish such materials to Contractor for installation. Materials, so procured shall not be marked up by the Contractor in any manner. Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to the UNLV/NSC Project Manager. Changes shall be made as mutually agreed or necessary.

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

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

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

2. **State Wage Rates:** It is the Contractor's responsibility to acquaint them with and comply with State Regulations regarding payment of wages on public projects. Wage rates as established by the Nevada State Labor and Industrial Commission are available on the Nevada Office of the Labor Commissioner website at <http://www.laborcommissioner.com/pwpw.html> and will be paid by the Contractor for every job performed under this contract for projects \$100,000 or more on an individual basis. Compliance is a part of this RFQ. The Contractor shall pay all laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications.

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

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

SECTION E
PROJECT EXPERIENCE FORM– ATTACH WITH TAB 3

Generally describe proximity to and familiarity with UNLV, particularly regarding CMAR projects. List any previous projects that have been completed at any UNLV campus or in similar campus environments, public or private, educational, corporate or other, within the last 5 years. Clearly indicate which team members were involved in each project. Construction delivery methods similar or equivalent to CMAR, such as private sector 'negotiated bid' contracts with pre-construction services/fees and a fixed construction fee are acceptable for project experience.

NAME OF COMPANY:

PROJECT EXPERIENCE – List five (5) projects that your company completed within the last 5 years.

1.

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Architect or Lead Design Professional contact information (if applicable):
- d. Identify the nature of CMAR and construction services provided:
- e. Project Cost:
Contracted amount and final construction cost:
Percent of change orders and reason for change:
Pre-Construction Fee:
Construction Services Fee Percentage:
- f. Completion Dates:
Scheduled:
Substantial:
Final:
- g. Project Manager:
- h. Project Superintendent:
- i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:**2.**

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Architect or Lead Design Professional contact information (if applicable):
- d. Identify the nature of CMAR and construction services provided:
- e. Project Cost:
Contracted amount and final construction cost:

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Percent of change orders and reason for change:

Pre-Construction Fee:

Construction Services Fee Percentage:

f. Completion Dates:

Scheduled:

Substantial:

Final:

g. Project Manager:

h. Project Superintendent:

i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:

3.

a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):

b. Owner contact information (Name, phone #, e-mail address):

c. Architect or Lead Design Professional contact information (if applicable):

d. Identify the nature of CMAR and construction services provided:

e. Project Cost:

Contracted amount and final construction cost:

Percent of change orders and reason for change:

Pre-Construction Fee:

Construction Services Fee Percentage:

f. Completion Dates:

Scheduled:

Substantial:

Final:

g. Project Manager:

h. Project Superintendent:

i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:

4.

a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):

b. Owner contact information (Name, phone #, e-mail address):

c. Architect or Lead Design Professional contact information (if applicable):

d. Identify the nature of CMAR and construction services provided:

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- e. Project Cost:
Contracted amount and final construction cost:
Percent of change orders and reason for change:
Pre-Construction Fee:
Construction Services Fee Percentage:
- f. Completion Dates:
Scheduled:
Substantial:
Final:
- g. Project Manager:
- h. Project Superintendent:
- i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:

5.

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Architect or Lead Design Professional contact information (if applicable):
- d. Identify the nature of CMAR and construction services provided:
- e. Project Cost:
Contracted amount and final construction cost:
Percent of change orders and reason for change:
Pre-Construction Fee:
Construction Services Fee Percentage:
- f. Completion Dates:
Scheduled:
Substantial:
Final:
- g. Project Manager:
- h. Project Superintendent:
- i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS: