



**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. 5296-FG UNLV Student Union HVAC
Insulation Project**

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2018-50

RELEASE DATE: Monday, February 5, 2018

MANDATORY PRE-BID AND SITE WALK: Thursday, February 8, 2018 at 10:00 AM at
UNLV Student Union Main Entrance on the
north side of the building

LAST DAY FOR QUESTIONS: Wednesday, February 14, 2018 at 5:00 PM

LAST DAY FOR ADDENDA : Wednesday, February 21, 2018 at 5:00 PM

OPENING DATE, TIME and LOCATION: Tuesday, February 27, 2018 at 2:00 PM
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
Sunday, February 4, 2018

**PLEASE NOTE: FOR PUBLIC WORKS PROJECTS, A BIDDER MUST BE QUALIFIED AS A
BIDDER WITH THE STATE PUBLIC WORKS DIVISION OF THE DEPARTMENT OF
ADMINISTRATION FOR THE COST CATEGORY REQUIRED FOR THE PROJECT. PLEASE
REFER TO <http://publicworks.nv.gov/Bids/Bids/>.**

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**, 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 \$250,000.00.

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:

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

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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 A105, as modified, that is attached hereto.
- 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.
- 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, lack of clarity, 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. In accordance with NRS, Contractor agrees that the Project is subject to the prevailing wage requirements under Nevada Law. **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# CL-2018-50. 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 which requirements can be found at <http://rms.unlv.edu/insurance-and-claims/insurance/contracts/>.
 - q) For Public Works Projects, 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(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.
- t) Bidders should direct any questions regarding the IFB to the designated contact(s) from the Purchasing Department. Bidders shall not contact other UNLV employees regarding this IFB. Any such contact may result in rejection of the Bid.

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.
- b) Bidder 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.
- c) Bidder shall also submit a list containing:
 - (i) The name of each first tier subcontractor who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - (ii) If the contractor will employ a first tier subcontractor who will provide labor or a portion of the 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 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.
- d) 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:
 - i. A description of the labor or portion of the work that the prime contractor will perform; or
 - ii. A statement that the prime contractor will perform all work other than that being performed by a subcontractor listed.
- e) 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**

- f) If a Prime Contractor does not submit the list(s) required above, its Bid may be deemed not responsive. 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.
- g) Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) without the written consent of UNLV.
- h) If a Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without the written consent of Owner; the Contractor shall forfeit, as a penalty to the Owner, an amount equal to one percent (1%) of the total amount of the contract.
- i) If a Contractor indicated 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 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 Agreement or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Agreement, 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, 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 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) Any misrepresentation in the Bid Forms.
- o) The public interest would be served by such a rejection.
- p) Failure to comply with submission instructions.
- q) 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 may be payable only as required by applicable provisions of Nevada Revised Statutes Chapter 338.

b) Ninety-five percent (95%) of the amount of any progress payment may 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: (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 any applicable requirements of NRS Chapter 338.

Contractor should 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). 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 Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV, within five (5) business days from the date of the letter issued by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

- 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 IFB for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its 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 IFB is issued.
 - (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this IFB. The listing must include the following information:
 - The name, city and state
 - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
 - Any certification of such status including the entity granting the certification if applicable
 - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this IFB could result in rejection of the submittal as incomplete.
- b) Any award from this IFB that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the 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 IFB Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

15. **SUBSTANTIAL COMPLETION**

In the event Substantial Completion is not achieved within sixty (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 (\$250.00) 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. Contractor 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 applicable 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, a contract for a public work is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders such contract void.

22. **PREFERENCE IN BIDDING**

- a) For public works projects for which the estimated cost exceeds \$250,000, the Owner may 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) If applicable, 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 pf 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, 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.

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.
12. **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.
13. **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.
14. **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.

SECTION D
SCOPE OF WORK/SPECIFICATIONS

UNLV is seeking an experienced contractor to replace the rigid insulation on roof top ductwork at Student Union. This project consists of the removal of the existing rigid insulation and aluminum jacket and the installation of new 2" thick rigid insulation on all surfaces of ductwork per manufactures requirements. Install flexible weather-proofing jacket such as "Alumaguard" or equal on all new rigid insulation per manufacture requirements. Contractor is responsible for all parking permits, dumpster rentals, waste haul-off and site clean-up. Standard manufacture warranty is acceptable.

- 1. Detailed Drawings and Specifications:** PDF copies of the Bid Specifications of this project are attached as Exhibit B Student Union Duct Layout and Exhibit C Alumaguard Specifications. They are attached to this IFB on-line at <http://go.unlv.edu/purchasing/solicitations>, and at the following plans rooms:
- 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 \$250.00 per day will be levied for each day the project is not completed after the required Project Completion Date.
- 4. Liquidated damages** in the amount of \$500.00 for substitution of Key Personnel without prior consent.

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 _____, 2018.

(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 _____, 2018.

(Contractor) (SEAL) _____ (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: 5296-FG
Project Name: Student Union HVAC Insulation
PWP number: CL-2018-50

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.
2. Will provide all materials, labor, tools, supplies, equipment, supervision, training and transportation necessary to provide a "turn-key" project to complete the UNLV Student Union HVAC Insulation Project, as described herein for the following amount:

\$ _____

The project is scheduled to begin by March 2018 and substantial completion must be achieved within sixty (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 and acknowledge that the Affidavit Pertaining to Preference Eligibility must be delivered within 2 hours of Bid opening.
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 Section 4(a), 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 email to 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 the bid may be deemed non-responsive. I acknowledge that I may submit Attachment 5 with my initial Bid. 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 wish to claim a preference, I must have submitted a valid Certificate of Eligibility as described in 3.d above, and 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 purchasingunlv@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.
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.
14. 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.
15. Contractor represents that the following people have been designated as Contractor's Key Personnel:
Superintendent:
Project Manager:
Safety Director:
16. **Bidder represents that Bidder is qualified as a Bidder with the State Public Works Division of the Department of Administration for the cost category required for the Project if it is a public work.**

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 <i>General Terms and Conditions</i> :					
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? (Applicable to estimated cost of public work exceeding \$250,000.00)

- ☐ 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.

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 _____

The undersigned acknowledges inclusion of the following attachments (state N/A if not submitting for preference)

Attachment 1 Pricing Response Form _____ Attachment 2 Bid Response Form _____

Attachment 3 List of Subcontractors/Tier 2 _____ Attachment 4 5% Subcontractor list _____

Attachment 5 1% Subcontractor list _____ Attachment 6 Affidavit pertaining to preference eligibility _____

Copy of Certificate of Eligibility from Contractor's Board _____

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 _____

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)

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. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED.

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY

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 SUBCONTRACTORSSUBCONTRACTORS 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 (submission with Bid is acceptable), contractor must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work to the prime contractor for which the first tier subcontractor will be paid an amount exceeding \$250,000.
- (2) If Contractor will employ a first tier subcontractor who will provide labor or a portion of the 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 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 may be deemed non-responsive. The contractor shall not substitute any person for a subcontractor who is named in this bid.

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY

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

IF APPLICABLE, 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 Design-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: _____ Title: _____
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 _____)

County of: _____ ss)

STAMP AND SEAL

Notary Signature

BID ATTACHMENT 6
AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY
Page 2 of 2

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.

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