

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

INVITATION FOR BID NO. 5551-GS SECURITY CAMERA INSTALLATIONS BEH, CHB, GRA, SLC-A and SLC-D ("IFB")

BUILDINGS: (BEH): Frank and Estella Beam Hall, (CHB): Carol C. Harter Classroom Building Complex, (GRA): Archie C. Grant Hall, (SLC-A): Shadow Lane Complex-A, (SLC-D): Shadow Lane Complex-D

**NEVADA STATE LABOR COMMISSION PWP NUMBER: PWP-CL-2025-395** 

RELEASE DATE: Monday, April 28, 2025 8 AM PST

TWO (2) MANDATORY SITE WALKS: Thursday, May 15, 2025 9:00 AM PST

**CHB Carol C. Harter Classroom Building Complex** 

Map located on Exhibit G

Friday, May 16, 2025 9:00 AM PST SLC Shadow Lane Complex Map located on Exhibit H

LAST DAY FOR QUESTIONS: Thursday, May 22, 2025 5:00 PM PST

LAST DAY FOR ADDENDA: Thursday, May 29, 2025 5:00 PM PST

OPENING DATE, TIME and LOCATION: Thursday, June 5, 2025 2:00 PM PST

Bids opened electronically in the NGEM System

University of Nevada, Las Vegas

**4505 Maryland Parkway** 

**Campus Services Building, Room 119** 

Las Vegas, NV 89154-1033

PUBLISHED Las Vegas Review-Journal

Monday, April 28, 2025

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/.

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There are two (2) Mandatory Pre-Bid Conference and Site Walks which will be held on the date and at the time:

- Thursday, May 15, 9:00 a.m.: Meet at CHB Carol C. Harter Classroom Building Complex, UNLV Main Campus, 4505 S. Maryland Parkway, Las Vegas, NV 89154 Map located on Exhibit G MAP
- Friday, May 16, 9:00 a.m.: Meet at UNLV Shadow Lane Campus, 1001 Shadow Lane, Las Vegas, NV 89106, Building A (Dental School)
  Map located on Exhibit H MAP

An additional site visit may be held at the discretion of UNLV. Bidders must sign in and stay for the entire mandatory site visit in order to qualify to bid on this project.

Bids, 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 must be submitted through the NGEM, Nevada Government eMarketplace at <a href="www.ngemnv.com">www.ngemnv.com</a>. Please submit any questions or requests for additional information through the NGEM question tab or via e-mail to the following Designated Contact at the e-mail address below. All correspondence should note the IFB number in the subject line.

Grace Scheidt, Purchasing Analyst
grace.scheidt@unlv.edu with copy to purchasingunlv@unlv.edu
702-895-1893 or 702-895-3521

This Project has been estimated to cost approximately \$300,000.00.

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### SECTION A GENERAL PROVISIONS

UNLV invites you to submit a Bid on the material and/or services specified within this IFB. Please read carefully all instructions, general terms and conditions, scope of work and/or specifications, Pricing Response Form, Bid Response Form, sample insurance if applicable, and Form Contract, if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications of the IFB may result in your Bid being declared non-responsive.

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 30,000 students. Additionally, there are approximately 4,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the City, near the Harry Reid International Airport and the Las Vegas Strip.

#### 1. **DEFINITIONS**

- a. "Addendum" means a written document issued by UNLV Purchasing prior to the Opening Date in order to clarify or otherwise modify the Bid Documents.
- b. "Apprenticeship Utilization Act" means the Apprenticeship Utilization Act which was passed by Senate Bill 207 (2019 Nev. State., ch 527, §1.7) and codified at Nev. Rev. Stat. §338.01165, which has been amended by Senate Bill 82 (2023 Nev. State).
- c. "Apprenticeship Utilization Act Forms" means the Project Workforce Checklist, the Request for Waiver/Confirmation Not Required Form and all applicable supporting documentation which includes when applicable, the Advisory Opinion dated 11/27/19 from the Office of the Labor Commissioner, completed Availability Request Form for all available Programs, written denial from all Programs and/or certification of no response from all Programs following five (5) business days.
- d. "Bidder" means a party submitting a bid in response to this Invitation for Bid.
- e. "Bid Documents" means the Invitation for Bid, Exhibits thereto, Bid Forms, and each Addendum.
- f. "Bid Form(s)" means the Pricing Response Form, the Bid Response Form, the List of Subcontractors 5% and above; List of Subcontractors 1% and above; the Project Workforce Checklist; the Apprenticeship Utilization Act Forms; the Certificate of Eligibility (if claiming a Local Preference); the Affidavit Pertaining to Preference Eligibility (if claiming a Local Preference) the List of Subcontractors/Tier 2 Suppliers (if applicable).
- g. "Company" means the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, limited liability company, partnership, or other legal entity, and any person(s) acting on behalf of such entity.
- h. "Contract" means the final agreement with the Contractor, inclusive of all documents incorporated by reference therein.
- i. "Contractor" means the Successful Bidder who enters a Contract with UNLV and is issued a Purchase Order.
- j. "**Designated Contact**" means the person indicated on page 1 of this IFB, the Director, or a person designated by either, as applicable.
- k. "Director" means the University of Nevada, Las Vegas Executive Director of Purchasing and Contracts.
- I. "IFB" means this Invitation for Bid.

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- m. "NGEM System" refers to Owner's electronic bidding system, the Nevada Governmental eMarketplace. This is a web-based system that provides Bid Documents electronically to potential Bidders and forms the pathway for interested Bidders to submit bids electronically in response to advertisement and invitation. The term "electronic bid" means the Bidders' electronic response submitted on the electronic Bid proposal to the Owner by way of the NGEM System. The term "electronic bid" also describes the process to submit an authorized bid electronically to Owner in response to an Invitation for Bid via the NGEM System.
- n. "Opening Date" means the date and time of opening as set forth on page 1 of this document.
- o. "Owner" or "UNLV" means the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the University of Nevada, Las Vegas ("UNLV").
- p. "**Program**" means an apprenticeship program recognized by the State Apprenticeship Council for the particular craft or type of work.
- q. "Protestor" means a Bidder filing a protest in compliance with the IFB requirements.
- r. "Purchase Order" means a purchase order or purchase order modification issued by Owner.
- s. "Release Date" means the date of issuance of a Bid Document.
- t. **Successful Bidder**: Bidder who is the lowest responsive, responsible and/or best bidder, to whom UNLV has authorized the award of the Contract.
- u. "Supplier" means a Company that registers in the NGEM System.
- v. "Terms of Use" means the NGEM System terms and conditions of access and use.
- w. "UNLV Purchasing" means the UNLV Department of Purchasing and Contracts.

#### 2. ACCESS AND USE OF THE NGEM SYSTEM.

- a. The NGEM System may be accessed from <a href="www.ngemnv.com">www.ngemnv.com</a>. Prior to accessing the NGEM System, a potential Bidder MUST register as a Supplier by clicking on the Supplier Registration link and completing the registration form. There is no cost to register or to use the NGEM System.
- b. Use of the NGEM System is conditioned upon Bidder's acceptance of the Terms of Use.
- c. Once registered, Suppliers will receive emails notifying of Solicitation opportunities. Downloading any project bid data will automatically place the Supplier's contact information on the solicitation list and the NGEM System will automatically send any and all updates, changes or addenda associated with that project.
- d. Questions regarding use of the NGEM System should be directed to the Designated Contact.

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### SECTION B BID PREPARATION AND SUBMISSION INSTRUCTIONS

#### 1. SUBMISSION

- a. Bidders must use the NGEM System for the purpose of submitting bids and must complete all required fields. Please refer to Section A, subsection 2 for details regarding access and use of the NGEM System.
- b. An electronic bid can only be submitted through the NGEM System. The Bid Documents can be printed for Bidder's use, but an electronic bid MUST be submitted through the NGEM System. Follow the directions and requirements available online. In the event of a discrepancy between the information entered directly into the NGEM System and a document uploaded into the NGEM System, the information entered directly shall prevail.
- c. Bids must be submitted electronically no later than the Opening Date. Bids may not be submitted after the submission deadline, and the server clock will govern. Bids will be publicly opened immediately after the Opening Date at the location specified above. Bidders are solely responsible for the timely delivery of bids.

#### 2. GENERAL

- a. Bidders are expected to examine all Bid Documents. Failure to do so will be at the Bidder's risk. Each Bidder by submitting a 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 one hundred twenty (120) calendar days following the opening of bids; (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 applicable Bid Form; (iv) Bidder can comply with the Apprenticeship Utilization Act and has submitted the Apprenticeship Utilization Act Forms and (v) Bidder 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 IFB, an Addendum will be posted on <a href="https://www.ngemnv.com">www.ngemnv.com</a> 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 an Addendum.
- c. Prices shall be submitted as requested in this IFB. When units are identified, the price for each unit Bid shall be shown. All prices shall include packing unless otherwise specified. A total shall be entered in the amount column for each item bid. In case of error in extension of price, 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"). A copy of the Bid Security shall be uploaded on NGEM System. If requested, the original Bid Security should be delivered to the front desk of UNLV Purchasing, Campus Services Building, Room 119, Las Vegas, Nevada 89154-1033 by 5:00 p.m. the next business day following the Opening Date.
- e. When not otherwise specified, Bidder must definitively state the time of proposed delivery. Days must be calculated in consecutive calendar days.
- f. Alterations, modifications or variations may not be considered unless authorized by this IFB document or by an Addendum.

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- g. All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- h. 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 UNLV Purchasing. UNLV Purchasing 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.
- i. Altering any Bid Document may render the bid null and void.
- j. All bidders, by signing the Bid Response Form, certify that they agree to the terms and conditions set forth in the Bid Documents unless otherwise stated. Please note that an award is not final until a Purchase Order is issued.
- k. UNLV accepts no responsibility or liability for any costs incurred by a Bidder or other person in preparing and/or submitting a response to this solicitation.
- I. 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.
- m. Bidder should submit the Apprenticeship Utilization Act Forms for the Contractor in NGEM no later than the Opening Date. By 5:00 pm on the next business day following the Opening Date, the apparent three (3) lowest Bidders should submit to <a href="mailto:purchasingunlv@unlv.edu">purchasingunlv@unlv.edu</a> a completed Project Workforce Checklist (Attachment 7) for each subcontractor. Within ten (10) calendar days of the Opening Date, the Successful Bidder should submit the Request for Waiver/Confirmation Not Required Form (Attachment 8) and all supporting documentation for all subcontractors to <a href="mailto:purchasingunlv@unlv.edu">purchasingunlv@unlv.edu</a>. An Availability Request Form (Attachment 9) is attached for Bidders' convenience.
- 3. <u>NO CONTACT.</u> Bidders should direct any questions regarding the IFB to the Designated Contact. Bidders shall not contact other UNLV employees, representatives or independent contractors regarding this IFB. Any such contact may result in rejection of the Bid.

#### 4. BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD

- a. Unless stated otherwise within this IFB, wherever in the Bid Documents 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. UNLY 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.

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- 5. PREVAILING WAGE. Pursuant to NRS, any contract for construction work for which the estimated cost exceeds one hundred thousand dollars (\$100,000) shall be subject to the provisions of the Prevailing Wage Act, including but not limited to payment of prevailing wages, regardless of whether the construction work qualifies as a "public work" as defined by NRS. If the Project identified in this IFB is part of a phased project, the entire cost of the phased project shall be used to determine whether prevailing wage applies.
  - a. **General.** In accordance with NRS, Contractor agrees that if the Contract Sum at any time equals or exceeds one hundred thousand dollars (\$100,000), the Project is subject to the prevailing wage requirements under Nevada Law and the requirements of this Section 5. If one (1) or more Change Order(s) causes the Contract Amount to exceed one hundred thousand dollars (\$100,000), the Contractor and each Subcontractor shall be obligated to pay prevailing wages retroactive to the commencement of Work on the Project. Contractor agrees to comply with the Prevailing Wage Act and all other provisions of NRS that are applicable to the Project.
  - b. Rates. Contractor shall ensure that all employees on the Project are paid, at minimum, the prevailing wages established by the State Labor Commissioner. Prevailing Wages Rates for Clark County must be used. See PWP Website at <a href="https://www.laborcommissioner.com">www.laborcommissioner.com</a>. Click on Public Works/Prevailing Wages by County, and then click on Clark to view or print the Prevailing Wage rates for this Project.
  - c. **Contractual Provisions.** Contractor shall 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.
  - d. Records. Contractor shall keep accurate records showing the name, occupation and actual per diem wages paid to each employee used in connection with construction of the improvements. 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 Owner's Project Manager. Contractor shall, and shall ensure that each Subcontractor does, timely submit to NSHE the reports required under NRS §338.070(6).
  - e. **Subcontractors.** Contractor shall report to the Labor Commissioner and the Owner the name and address of each subcontractor performing work on the project within ten (10) days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
  - f. **Penalties.** Contractor shall monitor and ensure compliance to the payment of prevailing wages and submission of reports. Failure to comply with the requirements shall result in the penalties set forth in NRS and the NAC.
    - (1) Contractor shall forfeit as a penalty to the Owner, amounts required by 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.
    - (2) Contractor shall forfeit as a penalty to the Owner, amounts required by 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 §338.060.
    - (3) Contractor shall forfeit as a penalty to the Owner, amounts required by 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 §338.060.
  - g. Except as provided in Section 8 of NRS §338.060, if a violation of more than one (1) provision of subsections 1, 2 or 3 of NRS §338.060 involves the same worker, the Contractor shall forfeit the penalty set forth in each subsection that was violated.
  - h. **Posting.** Pursuant to NRS §338.20(1)(b), Contractor shall post the hourly and daily wages in a generally visible place to the workers.
- **6. BONDS.** 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 (5) days of receiving the Notice of Intent to Award letter. Required bonds and insurance must be furnished prior to the Contract being awarded and becoming binding.

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- 7. <u>INSURANCE.</u> The Successful Bidder will be required to submit proof of insurance at the limits identified in the Contract which requirements can be found at <a href="http://rms.unlv.edu/insurance-and-claims/insurance/contracts/">http://rms.unlv.edu/insurance-and-claims/insurance/contracts/</a>.
- 8. SPWD. 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 bid. 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.
- **9. DOCUMENTATION REQUESTS.** The Bidder(s) agree to furnish documentation as permitted by NRS §338.140(d) if requested by Owner.
- 10. <u>CHAPTER 624.</u> 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.

#### 11. 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 submit 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:
  - (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 two hundred fifty thousand dollars (\$250,000). 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 two hundred fifty thousand dollars (\$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 fifty thousand dollars (\$50,000), whichever is greater.
  - (2) A prime contractor shall include his or her name on the list. If the prime contractor will perform any work which is more than one percent (1%) 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:
    - (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.
- d. If a Bidder does not submit the list(s) required above, the 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.
- e. 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.

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- f. 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.
- g. 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 two and a half percent (2.5%) of the total amount of the contract; or
  - (2) An amount equal to thirty-five percent (35%) 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.
- h. Contractor shall, and shall ensure each subcontractor shall, comply with the apprentice employment requirements contained in the Apprenticeship Utilization Act.

#### 12. <u>DISCLOSURE RESTRICTIONS</u>

- 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. **Bids are not to contain confidential/proprietary information.** UNLV is subject to the Nevada Public Records Act. Pursuant to NRS 239.010, et seq., each and every document provided to NSHE is presumed to be a "public record" open to inspection and copying by any person. Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any bid submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered for award. If UNLV receives a public records request for documents provided by a Bidder, even if the records are marked "confidential," UNLV will not notify or provide the Bidder with an opportunity to request redactions before producing the documents that are responsive to the request. UNLV is not liable for disclosure of Bidder's documents or information provided to UNLV.

#### 13. LATE BIDS

- a. Formal, advertised IFB's indicate the Opening Date by which the bids must be received through the NGEM System. Bids received after that time will be rejected.
- b. Bidder is responsible for ensuring sufficient time to complete an electronic submittal. UNLV is not responsible for internet or server failures.

#### 14. PUBLIC OPENING OF BIDS

Bids will be opened and posted publicly on the Opening Date at the location indicated in the IFB. Bidders, their authorized agents and other interested parties are invited to review the results on NGEM Awards Tab. The total sum posted 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 posted is subject to verification. The Bid opening results will be posted to the UNLV website and through the NGEM system.

#### 15. WITHDRAWAL OF BID

Any Bidder may withdraw their bid prior to the scheduled Opening Date through the NGEM system.

#### 16. ACCEPTANCE PERIOD

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

#### 17. AWARD OF CONTRACT

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- 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 award by item, groups of items, or all items, or to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of UNLV would be served. UNLV reserves the right to request bid clarifications, including requesting a schedule of values.
- c. A formal contract will be signed by the Successful Bidder and UNLV.
- d. The terms and conditions contained in Exhibit A, the Form Contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Form Contract, will constitute and govern any agreement that results from this IFB. If Bidder takes exception to any terms or conditions set forth herein, Bidder must submit a <u>specific</u> list of the exceptions as part of its response to this IFB. Bidder's exceptions will be reviewed by UNLV and may result in disqualification of the bid as non-responsive to this IFB. If Bidder's exceptions do not result in disqualification of the bid, then UNLV may consider bidder's exceptions when UNLV evaluates the Bidder's response.
- e. If after the award the Successful Bidder fails to furnish the items as listed on the Purchase Order, that Bidder may be removed from UNLV's bidder list for a period of one (1) year.

#### 18. DISQUALIFICATION OF BIDDERS

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

- a. Failure to use the Bid Form(s) furnished by UNLV.
- b. Lack of signature by an authorized representative on applicable Bid Forms.
- c. Failure to properly complete the bid or to comply with any applicable reporting requirements.
- d. Evidence of collusion among Bidders.
- e. Unauthorized alteration of the Bid Forms.
- f. Failure to submit requested documents required in the Bid Documents.
- g. Failure to furnish proof of receipt of any Addendum.
- Defaulting on prior contracts or misrepresentation by any member of the Company.
- 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.
- I. The quality of service, materials, equipment or labor offered does not conform to the approved plans or specifications.
- m. Failure to comply with submission instructions

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- n. Any misrepresentation in the Bid Forms.
- o. Contact regarding the solicitation with UNLV employees, representatives or independent contractors other than Designated Contacts.
- p. Bidder is not responsive or responsible.
- q. The public interest would be served by such a rejection.
- r. UNLV reserves the right to waive any minor informality or irregularity.

#### 19. 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, within five (5) business days after the date the recommendation (intent) to award a contract is issued by the Owner or authorized representative. If the protest is not resolved by mutual agreement, the Director will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director, such appeal must be made in writing to UNLV Vice President, Business Affairs and Chief Financial Officer within five (5) business days from the date of the letter issued by the Director. The decision of UNLV Vice President, Business Affairs and Chief Financial Officer will be final. UNLV Senior Vice President, Business Affairs 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 written statement setting forth the specific reasons the Protester believes the applicable provisions of the law were violated. (copies of relevant documents should be included), and
- E) The form of relief requested.

The Protester 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) Twenty five percent (25%) of the total value of the base bid submitted by the Bidder filing the protest; or
- B) Two hundred fifty thousand dollars (\$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 its authorized representatives are 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 Protester. If the protest is rejected a claim may be made against the bond, or other security submitted, 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 Protester.

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## SECTION C GENERAL TERMS AND CONDITIONS

#### 1. APPROPRIATIONS

The terms of any 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, the 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.

#### 2. **COMPLIANCE**

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

#### 3. CONFIDENTIAL TREATMENT OF INFORMATION

Bidders shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this IFB. It is the Bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved.

#### 4. CONFLICT OF INTEREST

Companies submitting a bid in response to this IFB are certifying that they have had no contact with an employee or member of the NSHE/UNLV in any manner which would give that Company submitting such a bid, any advantage over any other company or person submitting a bid. 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 bid without further consideration.

#### 5. **DEFAULT OF CONTRACT**

In case of default of the selected 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.

#### 6. FAILURE TO FURNISH AT SPECIFIED PRICE

If a Successful Bidder fails to furnish any item at the price specified in the bid, whether such failure is due to a mistake of fact by the Bidder or any other reason, the Director may cause the name of such Bidder to be removed from the list containing the names of Suppliers to whom invitations for bid are mailed, for such period of time, not exceeding one (1) year or less than six (6) months, or the payment of a penalty of five percent (5%) of total bid price of all items on which bid was submitted, as the Director may determine.

#### 7. MANUALS

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

- a. Parts Manual
- b. As-Built Drawing on a CD in PDF Format and in CAD format
- c. Installation Manual
- d. Operating Manual/Instructions
- e. Training Manual
- f. Warranty documentation

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#### 8. WAGES

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.

#### 9. 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 Bidder responding to any IFB for the purchase of goods or services that is **anticipated to exceed One Million Dollars (\$1,000,000) at any time during the life of the Contract** shall provide the following reporting information in its Bid:
  - i. Bidder's historical and anticipated commitment to Tier 2 MWDBE and local business enterprises. At a minimum, Bidder 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.
  - ii. 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:
    - 1. The name, city and state.
    - 2. Type of Tier 2 status (local, women owned, minority/and or disadvantaged).
    - 3. Any certification of such status including the entity granting the certification if applicable.
  - iii. This is a reporting requirement and will not be used for evaluating any Bid. However, failure to provide a complete Bid 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 One Million Dollars (\$1,000,000) at any time during the life of the Contract** will require the Bidder 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.

- i. <u>Definition of Local Business Enterprise.</u> "Local Business Enterprise" is intended to mean a business concern that is a) owned fifty-one percent (51%) or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
- ii. <u>Definition of Disadvantaged Business Enterprise (DBE).</u> "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is

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- 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.
- iii. 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.
- iv. <u>Definition of Women-Owned Business Enterprise (WBE)</u>. "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.
- v. <u>Definition of Disabled Veteran Business Enterprise (DVBE)</u>. "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least fifty-one percent (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.
- vi. <u>Definition of Small Business Enterprise (SBE)</u>. "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 Two Million Dollars (\$2,000,000).
- d. A Contractor with other contracts with UNLV should report in accordance with the above requirements if the aggregate annual spend of UNLV exceeds One Million Dollars (\$1,000,000).
- e. All Bidders, by signing the Bid Forms, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

#### 10. **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 which 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. UNLV may request the successful Bidder to provide reports related to sustainability on all goods and services provided in response to this IFB. 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.

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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.

#### 11. EQUAL EMPLOYMENT OPPORTUNITY

- a. 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, underrepresented groups, individuals with disabilities, and veterans are encouraged to apply.
- b. 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.
- c. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

#### 12. CLOSE-OUT DOCUMENTATION

As a part of the required contract close-out documentation, the 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.

#### 13. FEDERAL, STATE, LOCAL LAWS

- a. 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.
- b. 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.

#### 14. 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.

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#### 15. PREFERENCE IN BIDDING

- a. <u>Local Preference.</u> For public works projects for which the estimated cost exceeds two hundred fifty thousand dollars (\$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 (the "Affidavit"), attached hereto as Attachment No. 6, within two (2) hours after the Opening Date.
  - i. If the Successful Bidder is awarded the Contract as a result of receiving this preference, and fails to comply with any of the requirements certified in the Affidavit, such failure shall be a material breach of the Contract and entitle the Owner to liquidated damages in the amount of one percent (1%) of the Contract Price.
  - ii. A Bidder who believes that the Successful Bidder that obtained a preference in bidding has failed to comply with a requirement certified in the Affidavit may file, prior to substantial completion, a written objection 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 NRS §338.0117.
  - iii. 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.
  - iv. 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:
    - 1. 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 one percent (1%) of the cost of the largest contract to which he or she is a party;
    - 2. The right to recover the amount determined pursuant to paragraph 6(a) of NRS §338.0117 by the public body pursuant to subsection 5 of NRS §338.0117 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 of NRS §338.0117; and
    - 3. No other party to the contract is liable to the public body for a penalty.

#### b. Veteran's Preference.

- i. For the purpose of awarding a contract for a public work of this State for which the estimated cost is one hundred thousand dollars (\$100,000) or less, as governed by <a href="NRS 338.13862">NRS 338.13862</a>, if a local business owned and operated by a veteran with a service-connected disability submits a bid, the bid shall be deemed to be five percent (5%) lower than the bid actually submitted.
- ii. For the purpose of awarding a contract for a public work of this State for which the estimated cost is more than one hundred thousand dollars (\$100,000) but less than two hundred fifty thousand dollars (\$250,000), if a local business owned and operated by a veteran with a service-connected disability that has been determined to be fifty percent (50%) or more by the United States Department of Veterans Affairs submits a bid and is a responsive and responsible bidder, the bid shall be deemed to be five percent (5%) lower than the bid actually submitted.

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#### 16. **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. The details of the mediation are set forth in the Contract.

#### 17. **GENERAL**

Contractor and each subcontractor must comply with the applicable requirements of Nevada Revised Statutes Chapter 338.

#### 18. PANDEMIC REQUIREMENTS: COVID-19

Contractor is responsible for ensuring the Work and the Project Site comply with all directives, mandates, requirements and guidance from Federal, State, and Local authorities relating to COVID-19, including, but not limited to the Governor's Emergency Directive 003, NVOSHA COVID-19 response guidelines for construction, and OSHA 3990-03-2020 Guidance on Preparing Workplaces for COVID-19. These documents can be found on the State of Nevada Department of Business & Industry website at: <a href="https://dir.nv.gov/OSHA/Home/">https://dir.nv.gov/OSHA/Home/</a>. Contractor shall post at the Project Site, in a prominent area visible to all Project visitors and workers, the above-referenced documents and any updates thereto, as well as any additional current guidance.

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#### SECTION D SCOPE OF WORK/SPECIFICATIONS

UNLV is seeking an experienced contractor to purchase and install cameras and its required infrastructure as listed in the design documents.

Scope of Work: The general project scope of work is to provide (purchase) and install new security cameras and its required infrastructure including conduit, cabling and support systems as indicated in the design documents. This project includes a total of 95 cameras; 37 cameras in BEH, 32 cameras in CHB, 8 cameras in GRA, 13 cameras in SLC-A and 5 cameras in SLC-D. Contractor must possess a valid state of Nevada Contractor's license and have successfully performed three low voltage cable installation projects with similar size within the last two years of bid due date. Proof of performance will be in the form of reference sheets which include a brief description of the project with start and finish dates. Contractor to provide proof of BICSI certifications including certificates for RCDD and project installer leads. Working hours are to be between 6:00AM and 5:00 PM with any major disrupting/noisy activities to take place during off-hours. Typical camera model for exterior applications are Axis p3737-PLE, Axis single point cameras and Axis multi point cameras for interior locations.

A set of construction documents outlining the scope have been provided for your review. These documents are part of the contract and outline all requirements that must be met as part of the project. Any discrepancy or question within these materials shall be submitted as an RFI to purchasing within the required timeframe for consideration. The majority of work will be performed during standard operating hours, Monday through Friday. This project is prevailing wage and will require coordinating wage reports through LCP tracker for compliance reviews.

All Bids must comply with applicable sections of the <u>UNLV Design</u>, <u>Construction</u>, <u>and Sustainability Standards</u>, as well as UNLV's Office of Information Technology's <u>UNLV Wiring Design Guide</u> for all work performed under this contract.

All field conditions are to be verified by the contractor prior to commencing the work.

**Detailed Drawings and Specifications:** Specifications and/or Drawings for this project are attached as:

Exhibit B BEH Specifications

Exhibit C CHB Specifications

Exhibit D GRA Specifications

Exhibit E SLC-A Specifications

Exhibit F SLC-D Specifications

- 1. Project Completion Date: Completion of this Project must be achieved within forty-five (45) days from the Notice to Proceed.
- 2. Liquidated Damages in the amount of \$1,000.00 per day will be levied for each day the project is not completed after the required Project Completion Date.
- 3. Liquidated damages in the amount of \$2,000.00 for substitution of Key Personnel without prior consent.

4. Architect/Engineer of Record: NA

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# SECTION E SAMPLE CERTIFICATE OF INSURANCE

| ACORD* CERTIFICATE OF LIABILITY INSURANCE  |               |                 |  |   | DATE  | (MM/DD/YYYY)  |                      |                              |
|--|---------------|-----------------|--|---|---|---|----------------------|------------------------------|
| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to |               |                 |  |   |   |   |                      |                              |
| IMPORTANT: If the certificate holder<br>the terms and conditions of the policy<br>certificate holder in lieu of such endo  | r, cer        | tain po         | TIONAL INSURED, the<br>licies may require an er                      | policy(les) must be<br>indorsement. A sta               | e endorsed.<br>tement on th                                   | if SUBROGATION IS<br>is certificate does not  | confer i             | , subject to<br>ights to the |
| PRODUCER   | -             | indo).          |  | CONTACT<br>NAME:  |   |   |                      |                              |
|  |               |                 |  | PHONE<br>(A/C, No. Ext):<br>E-MAIL<br>ADDRESS:          |   | FAX<br>(AIC, No   | 1:                   |                              |
| 4  |               |                 |  |   | SURER(S) AFFO   | RDING COVERAGE  |                      | NAIC #                       |
|  |               |                 |  | INSURER A:  |   |   |                      |                              |
| INSURED  |               |                 |  | IMSURER B :   | -   |   |                      |                              |
|  |               |                 |  | INSURER C:  |   |   |                      |                              |
|  |               |                 |  | INSURER D :   | 4000  |   |                      |                              |
|  |               |                 |  | INSURER E :   | William.  |   | -                    |                              |
| COVERAGES CEI  | RTIE          | CATE            | NUMBER:  | INSURER F :   | 700   | REVISION NUMBER:  |                      |                              |
| THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH  | S OF<br>EQUII | INSURA<br>REMEN | ANCE LISTED BELOW HAY<br>T, TERM OR CONDITION<br>HE INSURANCE AFFORD | OF ANY CONTRACT<br>ED BY THE POLICIE<br>BEEN REDUCED BY | OR OTHER<br>S DESCRIBE<br>PAID CLAIMS                         | DOCUMENT WITH RESP<br>D HEREIN IS SUBJECT   | ECT TO               | WHICH THIS                   |
| INSR TYPE OF INSURANCE   | ADDU          | SUBR            | POLICY NUMBER  | POLICY EFF<br>(MIN/COYYYY)                              | POLICY EXP<br>(MN/DDWYYY)                                     | LIV   | ITIS                 |                              |
| COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  | ×             | ×               |  |   |   | EACH OCCURRENCE<br>DAMAGE TO RENTED<br>PREMISES (Ea occurrence)<br>MED EXP (Any one person) | \$ 1,000<br>\$<br>\$ |                              |
|  | -             |                 | A 7  |   | 1   | PERSONAL & ADV INJURY   | \$ 1,000<br>\$ 2,000 |                              |
| GENT, AGGREGATE LIMIT APPLIES PER:   |               | 1 1             | ELEGATION .  | AP 100  |   | GENERAL AGGREGATE   | 4 00                 |                              |
| POLICY PRO-<br>JECT LOC  |               | 1 1             | M. All   | 42  |   | PRODUCTS - COMPYOP AGO  | \$ 1,000             | 41.00                        |
| AUTOMOBILE LIABILITY   |               | 7700            | 11.00  |   | -   | COMBINED SINGLE LIMIT<br>(Ea accident)<br>BODILY INJURY (Per person)                        | \$ 500,0             |                              |
| ANY AUTO  ALLOWNED  SCHEDULED AUTOS  | 1 6           |                 | M. '   | A A   |   | BODILY INJURY (Per acciden  | -                    |                              |
| NON-OWNED  | 1             |                 | A STATE  | 100   |   | PROPERTY DAMAGE<br>(Per accident)   | \$                   |                              |
| AUTOS  |               |                 | A TON M  | 400   |   | O at a second   | \$                   |                              |
| UMBRELLA LIAB X OCCUR  |               |                 | A 400  |   |   | EACH OCCURRENCE   | \$                   |                              |
| EXCESS LIAB CLAIMS WARD  | _             |                 |  | (b)   |   | AGGREGATE   | \$                   |                              |
| DED RETENTIONS   | 1             |                 | 100  |   |   | CONTRACTOR OTHER  | \$                   |                              |
| WORKERS COMPENSATION AND EMPLOYERS LIABILITY  YES  |               | 1               | 497  |   |   | X PER OTH-  | 400                  | 200                          |
| OFFICERIMENTER EXCLUDITY   | MIA           | 1               |  |   |   | E.L. EACH ACCIDENT  | ş. 100.0             | 200                          |
| (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below   | 100           | 400             |  |   |   | E.L. DISEASE - EA EMPLOY!<br>E.L. DISEASE - POLICY LIM!                                     |                      | 000                          |
| PROFESSIONAL LIABILITY   | 1             | 1               |  |   |   | E.S. MOEROS - PULIST LIMI   | 2 500                |                              |
| PROJECT SPECIFIC   |               |                 |  |   |   |   |                      |                              |
| (IF APPLICABLE)  |               | 1               |  |   |   |   |                      |                              |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE  | CLES (        | ACORD :         | 101, Additional Remarks Schedu                                       | ie, may be attached if mo                               | ore space is requi  | red)  | ,                    |                              |
| ENDORSEMENTS/SPECIAL PROVISIONS  |               |                 |  |   |   |   |                      |                              |
| ***************************************  |               |                 |  |   |   |   |                      |                              |
|  | Mar           |                 |  |   |   |   |                      |                              |
|  |               |                 |  |   |   |   |                      |                              |
|  |               |                 |  |   |   |   |                      |                              |
| CERTIFICATE HOLDER   |               |                 |  | CANCELLATION  |   |   |                      |                              |
| CERTIFICATE HOLDER   | -             |                 |  | GANGELLATION  |   |   |                      |                              |
|  |               |                 |  | N DATE TH   | DESCRIBED POLICIES BE<br>EREOF, NOTICE WILL<br>CY PROVISIONS. |   |                      |                              |
| LAS VEGAS, NEVADA 8  | 9154          | -1033           | 3  | AUTHORIZED REPRESE                                      | ENTATIVE  |   |                      |                              |
|  |               |                 |  |   |   |   |                      |                              |
|  |               | -               |  | Ø 19  | 988-2014 AC   | ORD CORPORATION   | . All rig            | hts reserved.                |

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### SECTION F SAMPLE 100% PAYMENT BOND (LABOR AND MATERIAL)

### KNOW ALL MEN BY THESE PRESENCE, THAT \_\_\_\_, as Contractor, and \_ as Surety, are held and firmly bound unto the State of Nevada acting through its Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, "University", in the sum of \_dollars, (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presence. WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said University to perform all work required under the Bidding Schedule(s) of the University's specifications entitled. NOW THEREFORE, if said Contractor or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

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

| SIGNED AND | O SEALED, this | day of                                    | , 2025.  |        |
|------------|----------------|---|----------|--------|
| (SEAL)     | (Contractor)   |   | (Surety) | (SEAL) |
| Ву:        | (Signature)    | Ву:                                       | (Signatu | ıre)   |
|            |                | Surety Name:<br>Contact Name:<br>Address: |          |        |
|            |                | Phone Number: _<br>Fax Number:            |          |        |

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

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# SECTION G SAMPLE 100% PERFORMANCE BOND

### KNOW ALL MEN BY THESE PRESENCE,

| That, a firmly bound unto the State of Nevada Education on behalf of the University to be made, we bind ourselves, our severally, firmly by these presence.        | a acting through its B<br>of Nevada, Las Veo<br>dollars, (\$ | oard of Regents of the gas, hereinafter called '<br>), for payment o | Nevada Sys<br>'University",<br>of which sum | stem of Higher<br>in the sum of<br>i, well and truly |
|--|--|--|---|--|
| WHEREAS, said Contractor has beer<br>University to perform all work required   |  |  |   |  |
| NOW THEREFORE, if said contractor<br>performed on his/her part, at the times a<br>void, otherwise it shall remain in full for                                      | and in the manner sp   |  |   |  |
| PROVIDED, that any alterations in the pursuant to the terms of said contract, nor shall any extensions of time grante said Surety, and notice of such alterations. | shall not in any way<br>d under the provision                | release said contractor s of said contract release                   | or said Sure<br>se either said              | ety thereunder,<br>d Contractor or                   |
| SIGNED AND SEALED, this  | day of   | , 2025.  |   |  |
| (Contractor)   | (SEAL)   | (Surety)   | _ (SEAL)                                    |  |
| By:(Signature)   | By:  | (Signature)  |   |  |
|  | Contact Name:  |  |   |  |
|  | Phone Number:<br>Fax Number:                                 |  |   |  |

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

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### Bid Attachment 1 PRICING RESPONSE FORM

Bid Number: 5551-GS

Project Name: Camera Installation (BEH, CHB, GRA, SLC-A, and SLC-D)

PWP number: PWP-CL-2025-395

| Name of Contractor: | Insert Name |
|---------------------|-------------|
|                     |             |

#### THE UNDERSIGNED BIDDER:

- Agrees, if awarded this Contract, Bidder 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 Bid Documents and Contract.
- 2. Will provide all materials, labor, tools, supplies, equipment, supervision, training and transportation necessary to provide a "turn-key" project to complete the UNLV Camera Installation (BEH, CHB, GRA, SLC-A, and SLC-D) as described herein for the following amount:

| Base Bid: |  |
|-----------|--|
| Alternate | #1 BEH additional 15 camera to base bid: \$    |
| Alternate | e: #2 CHB additional 16 cameras to base bid \$ |

For clarification, UNLV will select the Successful Bidder based upon the Lump Sum Base Bid pricing only. Bidders are required to provide pricing for all alternates. Failure to provide pricing for an alternate may result in rejection of the Bid for being nonresponsive. UNLV may or may not select one or more alternates. Pricing for alternates shall be held firm for thirty (30) days from Notice to Proceed. If UNLV elects to accept one or more alternates, the acceptance will be documented by a change order without markup from the alternate pricing. Bidders must include any and all subcontractors required for the alternates on the 1% and 5% lists.

#### For Informational purposes only, please provide a breakdown of the following:

| Trade | Dollar Amount |
|-------|---------------|
|       |               |
|       |               |
|       |               |
|       |               |
|       |               |

- 3. Acknowledges completion of the Project must be achieved within forty-five (45) days from the Notice to Proceed.
- 4. Has examined the Bid Documents and the site(s) for the proposed work and am satisfied as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
- 5. Has completed all information in the blanks provided and has submitted the following within this bid:
  - a. The name of each subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b. A copy of the Bid Security in the form of, at my option, of a Cashier's Check, Bid Bond, or Certified Check in the amount of five percent (5%) of the total bid price. Originals shall be submitted in accordance with the IFB. The Cashier's Check, Bid Bond, or Certified Check must be payable to the Board of Regents,

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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. The Apprenticeship Utilization Act Forms for Bidder.
- d. If claiming the preference eligibility under NRS §338.1389, Bidder has submitted a valid Certificate of Eligibility with this bid and acknowledges that the Affidavit Pertaining to Preference Eligibility must be delivered within two (2) hours of the Opening Date. Bidder further acknowledges and agrees that compliance with Nevada Revised Statutes to receive a preference is required and is Bidder's responsibility.

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|--------|----|----|----|----|----|----|--|
| 6      | ы  | еī | er | eı | nc | es |  |

 $\square$ No.

| ۰ | ,, 0, 0, 100 | <del>70.</del>   |
|---|--------------|--|
|   | a.           | If claiming a preference under NRS §338.13844(2), Bidder certifies that Bidder is a local business |
|   | owned        | and operated by a veteran with a service-connected disability that has been determined to be fifty |
|   | percen       | t (50%) or more by the United States Department of Veterans Affairs.                               |
|   |              | ☐ Bidder is claiming a preference under NRS §338.13844(2).   |
|   | b.           | Bidder is entitled to a preference under NRS §338.13844.   |
|   |              | □Yes Percent disability %  |

- 7. Agrees that this bid may not be withdrawn within a period of one hundred twenty (120) calendar days after the Opening Date.
- 8. Has checked carefully all of the above figures and understand that UNLV will not be responsible for any errors or omissions on the part of the Bidder in making up this bid.
- 9. Certifies 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; c) that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other Bidder; and d) Bidder has not assisted in the preparation of the drawings or specifications.
- 10. Acknowledges that a review of Bidder's 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.
- 11. Acknowledges that if Bidder is one of the three (3) apparent low bidders on the Opening Date, Bidder must submit Bid Attachment 5 (List of Subcontractors One Percent (1%) and above) within two (2) hours after the Opening Date pursuant to the requirements of this IFB. Owner shall not be responsible for lists received after the two (2) hour time limit, regardless of the reason. Bidder understands that submission after the two (2) hour time limit is not allowed and the bid will be deemed non-responsive. Bidder acknowledges that Bidder may submit Attachment 5 with the initial Bid. Bidder acknowledges that for all projects, Bidder will list:
  - a. The Company name on the list If Bidder will perform any work which is more than One Percent (1%) of Bidder's total bid and which is not being performed by a subcontractor. The Bidder shall also include on the list:
  - 1) A description of the labor or portion of the work that the Bidder will perform; or
  - 2) A statement that the Bidder 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

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public work to the Bidder for which the first-tier subcontractor will be paid an amount exceeding two hundred fifty thousand dollars (\$250,000).

- a. If Bidder will employ a first-tier subcontractor who will provide labor or a portion of the work on the public work to the Bidder for which the first-tier subcontractor will not be paid an amount exceeding two hundred fifty thousand dollars (\$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 Bidder for which the first-tier subcontractor will be paid one percent (1%) of the Bidder's total bid or fifty thousand dollars (\$50,000), whichever is greater.
- 12. Acknowledges that if Bidder wishes to claim a preference, Bidder must have submitted a valid Certificate of Eligibility as described in 5.c above, and Bidder must submit Bid Attachment 6, Affidavit Pertaining to Preference Eligibility, within two-hours after the Opening Date in order to qualify for a preference. The forms must be submitted via the NGEM System, or if the NGEM System is not made available, via email to unlypurchasing@unlv.edu. The forms must reference the bid number. Owner shall not be responsible for lists received after the two (2) hour time limit, regardless of the reason. Bidder understands that submission of the Affidavit after the two (2) hour time limit is not allowed. Check if claiming preference.

  □ Bidder is claiming a preference and has attached a Certificate of Eligibility and will submit an Affidavit Pertaining to Preference Eligibility prior to the expiration of two (2) hours after Opening Date.
- 13. Certifies that Bidder has not breached a public work contract for which the cost exceeds Twenty-five Million Dollars (\$25,000,000), within the preceding year, for failing to comply with NRS §338.147 and the requirements of a contract in which Bidder has submitted within two (2) hours of the bid opening an affidavit pertaining to preference eligibility.
- 14. Acknowledges that the bid is based on the current State of Nevada prevailing wage.
- 15. Understands that, if awarded the Contract, Bidder 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.
- 16. 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.

17. Bidder represents that the following people have been designated as Contractor's Key Personnel:

| Key Personnel      | Name | E-mail | Telephone |
|--------------------|------|--------|-----------|
| Project Executive: |      |        |           |
| Superintendent:    |      |        |           |
| Project Manager:   |      |        |           |
| Safety Director:   |      |        |           |

18. <u>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.</u>

Submitted By:

| Signature: |  |
|------------|--|
| Company    |  |
| Name:      |  |
| Title:     |  |
| Date:      |  |

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### ATTACHMENT 2 BID/RFP RESPONSE FORM

| Company Name:  |   | Solicitation I   | No.:   |   |
|--|---|--|--|---|
| Nevada Business License No.:   |   | Business Licen   | ise Exp.:  |   |
| Address:   |   | _ City:  |  |   |
| State: Zip Code:   | Phone No.:  |  | Fax No.:   |   |
| Contact Person:  | Email: _  |  |  |   |
| NSHE Supplier Number:  | _ Federal Tax ID                                      | No.:   |  | _   |
| Please check the appropriate box(es) in  | n accordance with                                     | General Terms and  | Conditions:  |   |
| BUSINESS STATUS (Attach certifica  Minority Business Enterprise (MBE Women-Owned Business Enterprise Disabled Veteran Business Enterprise                              | )<br>e (WBE)  | Local Bu   | siness Enterprise (S<br>siness Enterprise (L<br>icable (N/A) |   |
| ACKNOWLEDGEMENT OF ADDE  | NDA:  |  |  |   |
| The undersigned, as an authorized has examined this IFB/RFP includit tools, supplies, equipment and service forth herein and at the prices stated                      | representative<br>ng any related o<br>vices necessary | locuments, and he to comply with the                           | reby offers to furn<br>e specifications, te                  | ish all labor, materials<br>rms and conditions se |
| Addenda No Dated   | Addenda No  | Dated  | Addenda No   | Dated   |
| Addenda No Dated   | Addenda No  | Dated  | Addenda No   | Dated   |
| DEPARTMENT/SUSPENSION STA  | ATUS  |  |  |   |
| 1. The Bidder/Proposer certifies that the Executive Branch of the Federa agency or local public body.  | it it is not susper                                   |  |  |   |
| <b>2.</b> The Bidder/Proposer agrees to pleing suspended, debarred, or declor of a notice of proposed debarment of the Purchase Order/Contract.                        | ared ineligible b                                     | y any state or fedei   | ral department or a  | agency, or upon receip                            |
| EXCEPTIONS   |   |  |  |   |
| Any exceptions to any of the spectattached to the bid/proposal when separate sheet of paper headed requirements, the Bidder/Propose Department shall be the sole judge | submitted. By<br>"EXCEPTIONS"<br>r may still com      | taking exceptions<br>S", and by offerir<br>pete in the solicit | and clearly stating alternates to tation. However,           | g them in writing on a replace the excepted       |
| Are there any exceptions to this bid   | /proposal?  | Yes N  | o  |   |
|  |   |  |  |   |
|  |   |  | ·  |   |
| Signature Pri  | nt Name and Ti  | tle  |  | Date  |

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#### **ATTACHMENT 3**

#### LIST OF SUBCONTRACTORS/TIER 2 SUPPLIERS

| BID/RFP NO.:   | COMPANY NAME:   |  |
|--|---|--|
| HISTORICAL AND ANTICIPATE  | COMMITMENT TO TIER 2  |  |
| If the Contract Sum is anticipated to exceed One Million Dollars (\$1,000,000), at any time during the life of the contract provide the following reporting information: |   |  |
| minimum, Bidder/Proposer shall p   | nticipated commitment to Tier 2 MWDBE and local business enterprises. At a rovide historical information for the most recently completed fiscal year (July pated commitment to the current fiscal year in which this IFB/RFP is issued.                       |  |
| considered and/or utilized as subdomust include the following information - The name, city and state - Type of Tier 2 status (local, worms)                              | ng local and MWDBE suppliers, that will be given the opportunity to be ontractors for any work performed as a result of this IFB/RFP. The listing tion:  en owned, minority/and or disadvantaged) cluding the entity granting the certification if applicable |  |
| I. CONSIDERED SUBCONTRAC   | TORS/TIER 2 SUPPLIERS   |  |
| Company Name:  | Federal Tax ID No.:   |  |
| Nevada Business License No.:   | Business License Exp. Date.:  |  |
| City:  | State: Phone No.:   |  |
| <ul><li>_ Minority Business Enterprise (MB</li><li>_ Women-Owned Business Enterpr</li><li>_ Disabled Veteran Business Enter</li></ul>                                    | se (WBE) Local Business Enterprise (LBE)  orise (DVBE) Not Applicable (N/A)   |  |
| Certification No.:   | Issued by:  |  |
|  |   |  |
| Company Name:  | Federal Tax ID No.:   |  |
| Nevada Business License No.:   | Business License Exp. Date.:  |  |
| City:  | State: Phone No.:   |  |
| BUSINESS STATUS (Please check,   | n accordance with General Terms and Conditions)   |  |

\_\_ Small Business Enterprise (SB)
\_\_ Local Business Enterprise (LBE)
\_\_ Not Applicable (N/A)

Issued by:\_\_\_

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\_\_ Minority Business Enterprise (MBE)
\_\_ Women-Owned Business Enterprise (WBE)
\_\_ Disabled Veteran Business Enterprise (DVBE)

Certification No.:

### II. <u>UTILIZIED SUBCONTRACTORS/TIER 2 SUPPLIERS</u>

| Federal Tax ID No.:  |
|--|
| Business License Exp. Date.:   |
|  |
| State: Phone No.:  |
| n General Terms and Conditions)  Small Business Enterprise (SB)  Local Business Enterprise (LBE)  Not Applicable (N/A) |
| Issued by:   |
|  |

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## ATTACHMENT 4 LIST OF SUBCONTRACTORS FIVE PERCENT (5%) AND ABOVE

#### 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.

AUV OT ATE

|  |                      | NV STATE                    |      |             |
|--|----------------------|-----------------------------|------|-------------|
| DESCRIPTION OF WORK                      | CONTRACTOR'S NAME(S) | CONTRACTORS' LICENSE NUMBER | *BEG | **ETHNICITY |
| DESCRIPTION OF WORK                      | IVANIL(0)            | LIOLINGE NOMBER             | DLG  | LITHRIGHT   |
|  |                      |                             |      |             |
|  |                      | NIV CTATE                   |      |             |
|  | SUBCONTRACTOR'S      | NV STATE<br>CONTRACTORS'    |      |             |
| <b>DESCRIPTION OF WORK</b>               | FIRM NAME(S)         | LICENSE NUMBER              | *BEG | **ETHNICITY |
|  |                      |                             |      |             |
|  |                      |                             |      |             |
|  |                      |                             |      |             |
|  |                      |                             |      |             |
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|  |                      |                             |      |             |
|  |                      |                             |      |             |
|  |                      |                             |      |             |
|  |                      |                             |      |             |
| Legal Name of Firm as it Wou<br>Contract | ld Appear in         |                             |      |             |
| 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)

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## ATTACHMENT 5 DESIGNATION OF SUBCONTRACTORS EXCEEDING ONE PERCENT (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 two (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 two hundred fifty thousand dollars (\$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 two hundred fifty thousand dollars (\$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 fifty thousand dollars (\$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.

| Shall flot substitute any person for |                 |                |      |   |
|--------------------------------------|-----------------|----------------|------|---|
|                                      |                 | NV STATE       |      |   |
|                                      | CONTRACTOR'S    | CONTRACTORS'   |      |   |
| DESCRIPTION OF WORK                  | NAME(S)         | LICENSE NUMBER | *BEG | **ETHNICITY                             |
| DECORM HONOI WORK                    | MAINE(0)        | LICENCE NOMBER |      |   |
|                                      |                 |                |      |   |
|                                      |                 |                |      |   |
|                                      |                 | NV STATE       |      |   |
|                                      | SUBCONTRACTOR'S | CONTRACTORS'   |      |   |
|                                      |                 |                | *550 | *==:\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
| DESCRIPTION OF WORK                  | FIRM NAME(S)    | LICENSE NUMBER | *BEG | *ETHNICITY                              |
|                                      |                 |                |      |   |
|                                      |                 |                |      |   |
|                                      |                 |                |      |   |
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|                                      |                 |                |      |   |
|                                      |                 |                |      |   |
|                                      |                 |                |      |   |
|                                      |                 |                |      |   |

| 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)

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### ATTACHMENT 6 AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

IF APPLICABLE, THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO PURCHASINGUNLV.EDU IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTES SECTIONS 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. ("Affiant"), on behalf of the 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. 5551-GS Camera Installation (BEH, CHB, GRA, SLC-A and SLC-D) ("Project"); certify that for the duration of the Project, collectively, and not on any specific day; (a) At least fifty percent (50%) 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 fifty percent (50%) of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV; and (d) The Contractor, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project. Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements of this Affidavit entitles UNLV to a penalty as defined by statute. Printed Name of Affiant By: \_\_\_\_\_ Title: Signature of Affiant: Signed and sworn to (or affirmed) before me on this day of , 20 , by\_\_\_\_\_ (name of Affiant)
State of \_\_\_\_\_)

Notary Signature

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County of: \_\_\_\_\_\_ ) STAMP AND SEAL

# 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               | Director, if Authorized     Executive Officer (as indicated in the Article of Incorporation) |
| Limited Liability Company | Member, if Member-Managed LLC     Manager, if Manager-Managed LLC                            |

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# Attachment 7: Project Workforce Checklist For Compliance with the Nevada Apprenticeship Utilization Act, 2019

IFB No.: Contractor/Subcontractor:

| Craft/Trade  | Anticipate Needing Waiver? |
|--|----------------------------|
| Boilermaker*   | Yes □ No □                 |
| Bricklayer, can also include tile setter, terrazzo workers and marble masons.  | Yes □ No □                 |
| <b>Carpenter</b> , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.  | Yes □ No □                 |
| <b>Electrician</b> , includes communication technician, line, neon sign and wireman.  Can also include alarm installer.  | Yes □ No □                 |
| Elevator Constructor   | Yes □ No □                 |
| Glazier (see also Painters and Allied Trades)  | Yes □ No □                 |
| Hod Carrier, includes brick-mason tender and plaster tender.   | Yes □ No □                 |
| Iron Worker, can also include fence erectors (steel/iron)  | Yes □ No □                 |
| <b>Laborer</b> , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector   | Yes □ No □                 |
| <b>Mason</b> , can also cement, plasterer, tile setter, terrazzo workers and marble masons   | Yes □ No □                 |
| Mechanical Insulator   | Yes □ No □                 |
| <b>Operating Engineer</b> , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) surveyor (non-licensed) and well driller.  | Yes □ No □                 |
| Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.   | Yes □ No □                 |
| Plumber/Pipefitter   | Yes □ No □                 |
| Refrigeration  | Yes □ No □                 |
| Roofer (not sheet metal)   | Yes □ No □                 |
| Sheet Metal Worker, can also include air balance technician.   | Yes □ No □                 |
| Sprinkler Fitter   | Yes □ No □                 |
| Truck Driver*  | Yes □ No □                 |
| Well Driller* (see also Operating Engineer)  | Yes □ No □                 |
| If "Yes" is checked provide request for waiver with documentation. *If "Yes" is checked Office of Labor Commissioner Advisory Opinion dated 11/27/19 as waiver documentation.  Waiver.   |                            |
| I affirm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the information provided is true and correct to the best of my knowledge. Additionally, I acknowledge any changes to the anticipated workforce, which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019, will require the submittal of a revised form within five (5) calendar days of the change. |                            |
| Signed:D Name and Title:   | oate:                      |

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### **ATTACHMENT 8**

# Request For Waiver/Confirmation Not Required For Compliance with the Nevada Apprenticeship Utilization Act, 2019

| IFB  | No.:Contractor/Subcontractor:  |
|------|--|
| Cont | act:License Number:  |
| Phor | ne:Fax: e-mail:  |
| □ No | o waivers needed for this contractor/subcontractor in any crafts/trades.   |
| I    | □ Waiver needed for the following craft(s)/trade(s)  |
| 1    | as there are no apprentices available from an Apprenticeship Program registered by the Nevada State Apprenticeship Council within the jurisdiction where the public work is to be completed. Please describe why an Apprentice is not available or cannot be provided: |
|      | □ Waiver needed for the following craft(s)/trade(s)  |
|      | as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program and the request has been denied or not approved within five (5) business days. Please describe why an Apprentice is not available or cannot be provided:   |
|      | □ Waiver needed for the following craft(s)/trade(s)  |
|      | as the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as described below, that require the skill and expertise of a journeyman:   |
|      | se attach all additional documentation/evidence needed to support the request for waiver.  |
|      | rm I am fully authorized to sign on behalf of the contractor/subcontractor listed above, and that the mation provided is true and correct to the best of my knowledge.   |
| Sign | ed:Date:   |
| Nam  | e and Title:   |

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