



**PURCHASING DEPARTMENT  
THE NEVADA SYSTEM OF HIGHER EDUCATION (“NSHE”), ON BEHALF OF THE  
COLLEGE OF SOUTHERN NEVADA (“CSN”)**

**INVITATION FOR BID NO. 15-0535 LRC SHEAR WALL**

**RELEASE DATE:** Wednesday, August 27, 2014  
**SITE VISIT:** Thursday, September 4, 2014 @ 10:00 a.m. Local Time

**All attendees will meet in the lobby in front of the Facilities Department offices on CSN’s Cheyenne Campus. A sign-in sheet will be available and must be signed before entering the site.**

**LAST DAY FOR QUESTIONS:** Thursday, September 11, 2014 @ 5:00 p.m. Local Time

**LAST DAY FOR ADDENDA :** Thursday, September 18, 2014 @ 5:00 p.m. Local Time

**OPENING DATE, TIME and LOCATION:** Tuesday, October 7, 2014 @ 3:00 p.m. Local Time

College of Southern Nevada  
3200 E Cheyenne  
**Financial Services Building**  
North Las Vegas, NV 89030

Sealed 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 may be mailed to:

College of Southern Nevada  
Purchasing Department, Sort Code J1C  
3200 E Cheyenne Avenue  
North Las Vegas, Nevada 89030

Or hand delivered to the CSN Purchasing Department located in the Financial Services Building, on the CSN Cheyenne campus. Please go to <http://www.csn.edu/pages/2131.asp> to view a map of the CSN Cheyenne campus.

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

Robert Maher  
Robert.maher@csn.edu  
Phone: (702) 651-4223  
Fax: (702) 651-4348

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## SECTION A - SUBMISSION INSTRUCTIONS

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

### 1. MANDATORY SITE VISIT

**a) A MANDATORY Site Visit will be held on Thursday, September 4, 2014 at 10:00 a.m.**

**All attendees will meet in the lobby in front of the Facilities Department offices on CSN's Cheyenne Campus. A sign-in sheet will be available and must be signed before entering the site.**

**ONLY CONTRACTORS THAT ATTEND THIS SITE VISIT WILL BE PERMITTED TO SUBMIT PROPOSALS.**

### 2. BID PREPARATION AND SUBMISSION

- a) Bidders are expected to examine the entire Invitation for Bid including any attachments. Failure to do so will be at the bidder's risk.
- b) If it becomes necessary to revise any part of this Invitation for Bid, a written addendum will be posted on <http://www.csn.edu/pages/2144.asp> and available for all bidders to download. CSN is not bound by any oral representations, clarifications, or changes made in the written specifications by CSN employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- c) Prices shall be submitted as requested in this document. 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 are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their bid forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- e) Each bid, acknowledging all addenda issued must be sealed and submitted in an envelope with the pricing and bid response form and **MUST** indicate the name of the bidder, bid number, title as listed on the first page of the Invitation for Bid, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered.**
- f) No responsibility will attach to CSN or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.
- g) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.

- h) When not otherwise specified, bidder must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- i) All supplies shall be new, and of the manufacturer's specifications specified herein.
- j) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all bidders.
- k) Altering the invitation for bid form may render the bid null and void.
- l) All Bidders, by signing the **Bid Response Form**, certify that they agree to the terms and conditions set forth in this IFB and attached Minimum Contract Terms unless otherwise stated.
- m) CSN accepts no responsibility or liability for any costs incurred by a responding firm/company prior to the execution of the Contract.
- n) CSN reserves the right to contract for less than all of the goods/services identified herein.
- o) Submit as an addendum the required information listed in Section J.

3. **BRAND NAME (OR EQUAL) TO ESTABLISH STANDARD**

- a) Unless stated otherwise within this bid, wherever in the Invitation any item required to be furnished is mentioned by a brand name or a manufacturer's name is given, it is intended to establish a standard of quality or type of material desired and not to restrict the use of other materials which are of equal quality or type. Bidders who do not specify a different manufacturer or number will be required to furnish items exactly as specified.
- b) Any request for alternate equipment or specifications must be submitted, in writing, to the purchasing representative listed on the first page of this document by the last day for questions. Such requests will be evaluated and a determination made as to whether they meet the criteria for an approved as "equal". Any such approved "equals" will be posted with the Addendum for all bidders to consider. Absent such approval, all bids received will be required to furnish items exactly as specified. Failure of a successful bidder to provide equipment or process as specified will be a basis for termination for default.
- c) CSN alone shall determine if a substitute item is equal to what was requested and the decision will be final.
- d) CSN reserves the right to consider bids not in exact accordance with the specifications.

4. **PROPOSALS NOT TO CONTAIN CONFIDENTIAL/PROPRIETARY INFORMATION**

- a. Responses are not to Contain Confidential/Proprietary Information. NSHE is subject to the Nevada Public Records Law, Nevada Revised Statutes, Chapter 239. 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. Responses must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Any Response submitted that is marked "confidential" or "proprietary," or that contains materials so marked, may be returned to the Bidder and not be considered for award.

- b. All Information in the Responses will be Released Pursuant to a Public Records Request. The NSHE advises that the content of your proposal or other information submitted to the NSHE is subject to public release, upon request, after contract award. If there is a request under the Public Records Law to inspect any part of the proposal including any information marked as "confidential" or "proprietary," NSHE will give no less than 14 calendar days' notice to the Bidder of NSHE's intent to release all information requested in order to allow the Bidder the opportunity to seek court protection from public release of the information which the Bidder asserts is confidential. In the absence of an order by a Nevada court, with jurisdiction over NSHE, not to release the requested information or documents, it will be released.
- c. NSHE shall not be Liable for Disclosure of Proposer's Documents or Information. NSHE shall not in any way be liable to Bidder for the disclosure of any information contained in Bidder's response to the IFB. Furthermore, Bidder represents and warrants that any document or information it provides to NSHE does not contain proprietary or confidential information owned or controlled by a third-party. If NSHE is required to defend an action with regard to information or documents provided by Bidder that is alleged to contain confidential or proprietary information owned or controlled by a third-party, Bidder shall defend and indemnify NSHE, its officers, employees and agents from any against any and all such claims, demands, losses, damages, costs and expenses, including attorney's fees and costs.

5. **LATE BIDS**

Formal, advertised bids indicate a time by which the bids must be received in the Purchasing Department. Bids received after that time will be rejected or returned unopened upon request by, and at the expense of the bidder. Bidder is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

6. **PUBLIC OPENING OF BIDS**

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

7. **WITHDRAWAL OF BID**

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

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**SECTION B - GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Bidder agrees to a minimum of a **90** calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible bidder after giving due consideration to price, life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and CSN.
- b) CSN may accept any item or group of items of any bids unless the bidder qualifies his bid by specific limitations.
- c) CSN 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 CSN would be served.
- d) CSN reserves the right to award on a multi year basis and, if in the best interest of CSN, to award to multiple vendors.
- e) A signed purchase order mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
- f) The terms and conditions contained in the attached sample contract or, in the sole discretion of CSN, terms and condition substantially similar to those contained in the contract, will constitute and govern any agreement that results from this IFB.
- g) If after the award the bidder fails to furnish the items on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the contractor, CSN may procure the articles or services from another source(s) and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF BIDDERS**

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

- a) Failure to use the bid form furnished by CSN.
- b) Lack of signature by an authorized representative on the bid form.
- c) Failure to properly complete the bid.
- d) Evidence of collusion among bidders.
- e) Unauthorized alteration of bid form.
- f) Failure to submit requested documents required in bid terms, conditions and specifications.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular bid project.
- h) Any bidder who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) CSN reserves the right to waive any minor informality or irregularity.

9. **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 CSN Interim Director of Purchasing, may cause the name of such bidder to be removed from the list containing the names of prospective bidders to whom invitations for bids are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total bid price of all items on which bid was submitted, as the CSN Interim Director of Purchasing may determine.

10. **FREIGHT TERMS**

- a) Successful Bidder must ship goods and have all prices F. O. B. Destination, freight prepaid with delivery to:

College of Southern Nevada  
Receiving Department  
3200 East Cheyenne Avenue  
North Las Vegas, Nevada 89030

- b) Any bid submitted with alternate shipping terms other than as stated above may be cause for disqualification of the bid.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **PROMPT PAYMENT DISCOUNTS**

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

14. **PROTESTS**

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

To be considered, all Protests must identify the following:

- 1) The name, address, and telephone number of the protester,
- 2) The signature of the protester,
- 3) Identification of the solicitation title and number being protested,
- 4) A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- 5) The form of relief requested.

15. **SAMPLES (If Applicable)**



Bidders may be required to furnish a sample of the product being bid after the bid opening for further evaluation. Bidders will be responsible for any charges involved in shipping and picking up their samples.

16. **SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS**

CSN supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (*MWDBE*) to compete for contracts awarded by CSN. CSN also supports efforts to encourage local businesses to compete for CSN contracts. In addition, CSN 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 \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its Bid:

(1) 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.

(2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this IFB. The listing must include the following information:

- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

(3) This is a reporting requirement and will not be used for evaluating any 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 \$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 CSN 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 CSN by September 15

c) Definitions

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

17. **SUSTAINABILITY**

- a) A key focus of CSN is to minimize the impact the procurement of goods and services has on the local environment. CSN is committed to sustainable economic, social, and environmental practices in all operations which CSN 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) CSN 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 CSN.
- c) All electronic equipment CSN 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 CSN's energy and financial performance while distinguishing our institution as an environmental leader.

18. **TAXES, LICENSES AND PERMITS**

- a) It is the bidder's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. CSN is exempted from paying state, local and federal excise taxes.
- b) A person conducting business for profit in Nevada is required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. For contracts in excess of \$25,000, a business license number and information demonstrating good standing with the State of Nevada is required.
- c) At the time of submitting the Bid, Bidders must have a current State of Nevada Contractor's license relevant to the work. For subcontracted work, the subcontractor must have the applicable specialty license.

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## SECTION C - PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/CSN unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

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

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/CSN with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

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

5. **DELIVERY**

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

6. **GOVERNING LAW**

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

7. **HAZARDOUS MATERIALS (If Applicable)**

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

8. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/CSN from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or

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indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

9. **INSURANCE**

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

10. **INVOICES**

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

11. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

12. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from CSN.

13. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

14. **PURCHASE ORDER NUMBERS**

CSN purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

15. **QUANTITY AND QUALITY**

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

16. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

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

17. **TAX EXEMPTION**

NSHE/CSN is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-004-115. The Federal Tax ID number is 88-6000024.

18. **TERMINATION FOR DEFAULT**

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

19. **WARRANTY**

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

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## SECTION D - SCOPE OF WORK/SPECIFICATIONS

### 1. BACKGROUND

1.1. The College of Southern Nevada (CSN) is one of eight institutions within the Nevada System of Higher Education. CSN is comprised of three main campuses located in the Las Vegas metropolitan area and eight satellite campus locations. As Nevada's largest college, CSN services over 36,000 students each semester while offering more than 190 degree and certificate options in over 100 areas of study, including 27 degree and certificate programs available entirely online. Led by CSN President Mike Richards, the college is divided into six academic schools and the non-credit Division of Workforce & Economic Development, which provides workforce training, personal enrichment and customized business training opportunities for the community.

### 2. OBJECTIVES

- 2.1. The College of Southern Nevada (CSN) requires the services of a qualified contractor(s) that can provide construction services to remove and replace two shear walls within the LRC Facility on the Cheyenne Campus in accordance with the attached drawings.
- 2.2. The project is anticipated to begin on or around November 1, 2014 and must be completed within 120 days.
- 2.3. The selected Contractor will be entirely responsible for the completion of the project.
- 2.4. State Public Works Number: 13B089

### 3. CONTRACTOR'S RESPONSIBILITY

- 3.1. PERMITS/APPROVALS – Contractor shall provide all required permits and upon approvals, i.e. Public Works, as required by state or local codes on a case by case basis.
- 3.2. RESOURCES – Contractor shall provide all personnel, materials, supplies, tools, equipment, and travel to complete this project.
- 3.3. MATERIALS – Contractor shall provide all materials to complete the project. Examples include but are not all inclusive: drywall, tape, plaster, paint, wood/metal studs, plywood, nails, screws, etc.
- 3.4. LICENSING AND QUALIFICATIONS - Contractor shall be properly licensed, in the State of Nevada, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A general contractor's license is required for the Contractor entering into the contract with CSN. Contractors are encouraged to submit other licenses as may be considered appropriate for specific work activities
- 3.5. SUPERVISION: The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. If the foreman actually works on the site as a crew member, his/her hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.
- 3.6. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at Contractor's expense to the satisfaction of CSN.

### 4. PROJECT DISCRIPTION

- 4.1. The LRC Shear Wall replacement will consist of removing the existing walls and installing new walls according to the drawings and specifications in Attachment A. Work may require additional frame-out, drywall, painting, and other actions as necessary.

#### 4.2. GENERAL

- 4.2.1. CSN will occupy the site during the entire period of construction.
- 4.2.2. Notify CSN in writing when materials which may cause odors will be used, applied, or mixed nearby or directly to the existing building during normal operating hours.
- 4.2.3. Cooperate with CSN to minimize conflict, and to facilitate CSN's operations. Schedule the Work to accommodate CSN's needs.
- 4.2.4. The Contractor shall provide sufficient manpower and equipment during each portion of the Work to meet the various completion deadlines.
- 4.2.5. Any conflict / discrepancy found between the Scope of Work in the Invitation for Bid, purchase order, or contract shall be brought to the attention of CSN.
- 4.2.6. The Contractor will coordinate all work with CSN's Construction Manager assigned to the project. This will include any coordination efforts with any utility companies, other trades, CSN in-house personnel, etc.
- 4.2.7. The Contractor shall carefully inspect the site and verify all conditions and dimensions prior to proceeding with any work described herein. The Contractor shall notify CSN's Representative of any discrepancies with these documents prior to beginning any construction.
- 4.2.8. Written dimensions shall take precedence over scaled dimensions and shall be verified on the job site. Any discrepancies shall be brought to the attention of CSN's Representative prior to the commencement of work.
- 4.2.9. CSN's Architect/ Engineer shall decide all questions relating to the interpretation of the drawings and the acceptable fulfillment of the contract documents.
- 4.2.10. Any and all proposed substitutions must be by submitted for review as an approved equal.
- 4.2.11. The Contractor shall pull all permits, if required.
- 4.2.12. The Contractor shall provide finished as-builts upon request.
- 4.2.13. The Contractor shall assign a project manager for the project to provide CSN with a single point of contact.

#### 4.3. CONTRACTOR USE OF SITE AND PREMISES

- 4.3.1. A majority of the work may be required to be performed at night and over weekends. Construction during school hours will need to be minimized. Work hours shall be coordinated with CSN prior to any work beginning.
- 4.3.2. Emergency contacts after normal school hours will be through the security office. The security office maintains current after-hours phone numbers for Facilities Management staff. Contact numbers are: Cheyenne campus 651-4055, West Charleston campus 651-5613 and Henderson campus 651-3113.
- 4.3.3. Key access to areas may be obtained through the security office at each campus. The Contractor will be required to submit a driver's license in exchange for key access. The license will be returned to the individual upon return of the key access.
- 4.3.4. Maintain fire lanes required by local Fire Department and other access routes required by CSN. Do not block fire hydrants.
- 4.3.5. Maintain emergency exits from existing building during construction.
- 4.3.6. The Contractor shall take all precautionary measures to ensure the safety of the College's students and staff.
- 4.3.7. Coordinate all parking, staging, storage of materials and any other activities related to the project with CSN. No parking/ loading or un-loading will be allowed on the sidewalks without prior approval from CSN.



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- 4.3.8. Coordinate work so as not to interfere with the operation of the existing site and facility.
- 4.3.9. The Contractor shall maintain clean premises which will be free of excess equipment, material, and rubbish incidental of his work at all times including weekends and holidays. All rubble, trash, debris, or disposable items resulting from the demolition of construction shall be disposed of in a legal, lawful, and safe manner to an approved disposal site. Cleaning shall include removing all construction materials and debris prior to leaving the site each morning. Clean vacuum/ sweep floors, wipe-down flat surfaces to remove dust and debris, and wipe-down any other surfaces where construction dust has accumulated.
- 4.3.10. All staging areas must be coordinated with CSN's Construction Manager prior to the start of work.
- 4.3.11. CSN is not responsible for the security and/or storage of any equipment while on CSN premises.

## 5. REFERENCES AND STANDARDS

- 5.1. Comply with the requirements within the drawings, plans, and contract documents.
- 5.2. All work shall conform to the latest codes and regulations for the State of Nevada with the current International Building Codes (IBC), International Fire Codes (IFC), local and state ordinances and regulations governing the particular class of work involved. The Contractor shall be responsible for the final execution of the work under this heading to suit these requirements. On completion of the various parts of the work, the installation shall be tested by the constituted authorities and approved; and, once approved, Contractor shall obtain and deliver to CSN the final certificates of acceptance.
- 5.3. All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances.
- 5.4. In the event of a conflict between the various specifications, codes and standards, the more stringent shall govern.

## 6. DELIVERABLES

- 6.1. SCHEDULES – Contractor shall provide a project schedule and provide weekly updates to show percentage complete of the project. Reports are due to CSN's Facilities Department each Friday no later than 11:00am.
- 6.2. PERMITS/APPROVALS – Contractor shall provide CSN with a copy of all permits and approvals as required.
- 6.3. SUBMITTALS/ SAMPLES – Contractor shall provide submittals/samples in a timely manner to maintain the schedule, if applicable. CSN will not unduly hold up to approval of the submittals/samples.
- 6.4. INVOICES - All Invoices shall be submitted based on the percentage of completion of the project. CSN may hold twenty percent (20%) of payments due until final acceptance of each phase.
- 6.5. WAGE RATES - If the State of Nevada prevailing wage rates are required, certified payrolls for employees and sub-contractors must be submitted to CSN's Construction Manager on a bi-weekly basis.

## 7. CHANGE ORDERS

- 7.1. All changes to the contract that effect cost and/or scope must be authorized by a mutually accepted change order. Change orders effecting cost shall result in an amendment to the purchase order. Contractors will not be paid for changes until an amendment has been processed.

8. INSPECTIONS

8.1. CSN shall be on-sight conducting scheduled and unscheduled inspections.

8.2. Upon completion of each phase, the Contractor shall notify CSN's Construction Manager to set up a final inspection.

9. WARRANTY

9.1. The Contractor shall guarantee all materials, equipment and workmanship furnished and installed under this contract to be free from all defects and shall agree to replace at his/her expense, without expense to CSN, any and all defective equipment, parts, etc., within 12 months after accepted by CSN approval of final payment.

10. BONDS

10.1. The Contractor shall provide performance and payment bonds within seven (7) days after notification of selection of award. Both bonds shall be valued at one hundred percent (100%) of the awarded contract value. The bonds must be to the Board of Regents for the Nevada System of Higher Education on behalf of the College of Southern Nevada and executed by a surety company authorized to do business in the state of Nevada.

**THIS SECTION INTENTIONALLY LEFT BLANK**

**SECTION E - PRICING RESPONSE FORM**

Any services, materials, and supplies required by the IFB, for which the Bidder does not identify costs, will be borne at the Bidder's expense and will not be charged to CSN.

If the successful bidder anticipates seeking reimbursement from CSN for any cost associated with this award that is not captured by the pricing requirements presented, please identify such additional reimbursement(s) in detail.

Should the successful bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the proposer shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all

**Contractor's Name:** \_\_\_\_\_

**LRC Shear Wall Project Cost: \$** \_\_\_\_\_

**Contractor's Initials:** \_\_\_\_\_



**SECTION G**  
**LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS**

**BID No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**HISTORICAL AND ANTICIPATED COMMITMENT TO TIER 2**

If anticipated to exceed \$1,000,000 at any time during the life of the Contract provide the following reporting information:

Proposer's historical and anticipated commitment to Tier 2 MWDBE and Local Business Enterprises. At a minimum, Proposer must provide historical information for the most recently completed fiscal year (July 1 through June 30) and their anticipated commitment to the current fiscal year in which this BID is issued.

A listing of Tier 2 suppliers, including Local Business Enterprises 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 BID. The listing must include the following information:

- The name, city and state
- Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
- Any certification of such status including the entity granting the certification if applicable

**I. CONSIDERED SUBCONTRACTORS/ TIER 2 SUPPLIERS**

**Company Name:** \_\_\_\_\_ **Federal Tax ID No.:** \_\_\_\_\_

**Nevada Business License No.:** \_\_\_\_\_ **Business License Exp. Date:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

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

- |   |                          |                                 |                          |
|---|--------------------------|---------------------------------|--------------------------|
| Minority Business Enterprise (MBE)          | <input type="checkbox"/> | Small Business Enterprise (SBE) | <input type="checkbox"/> |
| Women-Owned Business Enterprise (WBE)       | <input type="checkbox"/> | Local Business Enterprise (LBE) | <input type="checkbox"/> |
| Disabled Veteran Business Enterprise (DVBE) | <input type="checkbox"/> |                                 |                          |

**Certification No.:** \_\_\_\_\_ **Issued by:** \_\_\_\_\_

**SECTION G**  
**LIST OF SUBCONTRACTORS/ TIER 2 SUPPLIERS**

**BID No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**II. UTILIZED SUBCONTRACTORS/ TIER 2 SUPPLIERS**

**Company Name:** \_\_\_\_\_ **Federal Tax ID No.:** \_\_\_\_\_

**Nevada Business License No.:** \_\_\_\_\_ **Business License Exp. Date:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Phone No.:** \_\_\_\_\_

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

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

**Certification No.:** \_\_\_\_\_ **Issued by:** \_\_\_\_\_



## **SECTION J – BID SUBMITTALS**

Bidder shall provide the following information as an addendum to their submission.

1. Copy or proof of a State of Nevada Business License
2. Copy of Nevada State Contractors Board License(s)
3. Proof or evidence of adequate insurance (Section I)
4. Evidence that your company can secure bonding for this project
5. Gantt or similar chart depicting the timeline for this project.
6. Respondents should submit a minimum of three (3) job references for their firm. List the names, addresses, email address, and telephone numbers of business references for who work has been accomplished that is similar to the services requested in this IFB within the last three years. The respondent grants permission to CSN to contact these references.



**ATTACHMENT A – SPECIFICATIONS**

CC-12106, Structural Specs – Stp – 06-25-13 is provided under a separate file. The drawing consists of 22 .pdf pages.

**ATTACHMENT B – DRAWINGS**

Drawing 03.17.14 CC-12106 SPWD Approved StairWall is provided under a separate file. The drawing consists of 11 .pdf pages.

**ATTACHMENT C – SAMPLE CONTRACT**



**CONTRACT FOR LRC SHEAR WALL PROJECT  
FOR THE COLLEGE OF SOUTHERN NEVADA**

This Contract ("Contract") is made effective as of the date last signed below by any authorized signatory (the "**Effective Date**") by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the College of Southern Nevada, ("CSN") and \_\_\_\_\_ (COMPANY NAME), a \_\_\_\_\_ (company type), \_\_\_\_\_ (EIN), ("Contractor"), and is based on the following facts:

**RECITALS**

**WHEREAS**, the College of Southern Nevada requires contractor to provide Construction Managers at Risk services, and

**WHEREAS**, on INSERT DAY, MONTH, YEAR the College of Southern Nevada issued an Invitation For Bid No. 15-0535 LRC Shear Wall Project (the "IFB") seeking proposals from qualified Contractors to provide the goods and services as outlined in the IFB; and

**WHEREAS**, on INSERT DAY, MONTH, YEAR, Contractor submitted a proposal ("Proposal") in response to the IFB, and

**WHEREAS**, on \_\_\_\_\_, the College of Southern Nevada awarded the IFB to the Contractor based on conformity to requirements, cost, all in the overall best interest of CSN;

**NOW THEREFORE**, in consideration of the foregoing and the following terms and conditions, including the compensation described herein, CSN and Contractor hereby agree as follows:

**ARTICLE I  
SCOPE OF CONTRACT**

Contractor shall provide all goods and services required as described in the IFB 15-0535 documents, Contractor's Proposal, Addenda, including all modifications thereof. This Contract, together with all attachments, addenda, and exhibits constitutes the entire Contract between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract is expressly set forth.

This Contract incorporates by this specific reference the following:

IFB 15-0535 and Addenda  
Contractor's Proposal response to IFB 15-0535  
Contractor's Pricing Response

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) the IFB Document, and (3) the Proposal.

## **ARTICLE II TERM AND TERMINATION**

### **A. INITIAL TERM**

The Contract shall commence on November 1, 2014 and remain in effect through completion unless otherwise terminated in accordance with this Contract ("Initial Term" or "Term")

### **B. RENEWAL TERM**

N/A

### **C. TERMINATION FOR COVENIENCE**

CSN shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason by providing Contractor with thirty (30) calendar days written notice. Such termination shall be effected by written notice from CSN to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by CSN. In the event of such termination, CSN agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

## **ARTICLE III CONSIDERATION**

Payment of provided services will be based on Contractor's Pricing Proposal (Section G) provided in their response to IFB 15-0535 for the term of the contract and will not exceed that amount(s).

All payments shall be made within thirty (30) days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

## **ARTICLE IV DEFAULT**

### **A. DEFAULT BY CONTRACTOR**

CSN shall provide Contractor written notice of any material breach of this Contract. Should Contractor fail to cure such material breach within ten (10) business days following receipt of written notice, CSN shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Contractor shall terminate all work and take all reasonable

actions to mitigate expenses. In case of default by the Contractor, CSN reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

**B. DEFAULT BY COLLEGE OF SOUTHERN NEVADA**

Contractor shall provide CSN written notice of any material breach of this Contract. Should CSN fail to cure such material breach within ten (10) business days following receipt of written notice, Contractor shall have the right, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract.

**ARTICLE V  
INSURANCE, LIABILITY & INDEMNIFICATION**

**A. INSURANCE**

The Nevada System of Higher Education on behalf of the University of Nevada Las Vegas (UNLV) / College of Southern Nevada (CSN) / Nevada State College (NSC) (hereafter referred to as Owner) requires contractors, subcontractors, design builders, sub design builders, architects, sub architects, engineers, sub engineers, consultants, sub consultants, service providers, vendors, and any other party performing work (hereafter referred to as Contractor) at its sole expense, procure, maintain, and keep in force for the duration of the contract, service or event and shall maintain the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to by NSHE Business Center South / Risk Management & Safety Department. The required insurance shall be in effect on or prior to the commencement of work services or event by Contractor and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this contract.

**Limits of Liability:** Required limits of liability may vary depending on the extent of services provided by the Contractor performing the work. Contact NSHE Business Center South / UNLV Risk Management & Safety Department should you have any questions regarding required limits of liability.

**Commercial General Liability**

**Construction Projects**

- Must be on a per occurrence basis,
  - Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
1. For construction contracts up to \$1,000,000 the limits of liability required will be: \$1,000,000 per occurrence and \$2,000,000 aggregate.
  2. For construction contracts between \$1,000,001 and up to \$5,000,000 the limits of liability required will be:
    - Primary - \$1,000,000 per occurrence and \$2,000,000 aggregate
    - Excess / Umbrella- \$5,000,000 per occurrence / aggregate and must be project specific.
  3. For construction contracts exceeding \$5,000,000 the limits of liability required will be:
    - Primary - \$1,000,000 per occurrence and \$2,000,000 aggregate
    - Excess / Umbrella- \$10,000,000 per occurrence / aggregate and must be project specific.

**Service Projects**

1. For service contracts up to \$1,000,000 the limits of liability required will be: \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. For service contracts between \$1,000,001 and up to \$5,000,000 the limits of liability required will be:
  - o Primary - \$1,000,000 per occurrence and \$2,000,000 aggregate
  - o Excess / Umbrella- \$5,000,000 per occurrence / aggregate and must be project specific.
3. For construction contracts exceeding \$5,000,000 the limits of liability required will be:
  - o Primary - \$1,000,000 per occurrence and \$2,000,000 aggregate
  - o Excess / Umbrella- \$10,000,000 per occurrence / aggregate and must be project specific.

### **Automobile Liability**

For construction and service projects not exceeding \$1,000,000 the minimum limit of liability required will be a Combined Single Limit (CSL) of \$500,000 per occurrence. For construction projects exceeding \$1,000,000 the minimum limit of liability required will be a Combined Single Limit (CSL) of \$1,000,000 per occurrence. In some cases the limits requested may be less. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

### **Workers' Compensation Statutory Coverage**

Employers Liability limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from NSHE Business Center South / UNLV Risk Management & Safety Department. Contractor providing services shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.

### **Pollution Liability**

If applicable, the minimum limit of liability insurance required will be \$5,000,000 per occurrence / aggregate.

### **Builders Risk/Property Insurance**

If applicable, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in this contract or until no person or entity other than the Owner has an insurable interest in the property required to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles.

This builders risk / property insurance shall cover portions of the work stored off the site, and portions of the work in transit.

Partial occupancy or use in accordance with this contract shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**Professional Liability**

If applicable, the limit of liability will be based on construction cost:

<b>Project Size (based on construction cost)</b>	<b>Limit of Liability</b>
\$1 - \$499,000	\$250,000
\$500,000-\$999,999	\$500,000
\$1,000,000-\$9,999,999	\$3,000,000 Project Specific per claim/aggregate
\$10,000,000 plus	\$5,000,000 Project Specific per claim/aggregate

- Retroactive date must be prior to commencement of the performance of this contract.
- The discovery period is to be three (3) years after termination date of contract. A thirty six month (36) Supplemental Extended Reporting Period must be endorsed to the insurance policy.
- The Owner shall not be added as an additional insured on contractor's professional insurance policies.

**Crime Insurance**

Contractor shall purchase crime insurance when handling Owner's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit, funds transfer fraud or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

**Excess / Umbrella Liability Insurance**

- May be used to achieve the above minimum liability limits.
- Shall be endorsed to state it is as broad as primary policies.

**Deductibles and Self-Insured Retentions**

Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention and shall not exceed \$5,000 per occurrence unless otherwise specifically agreed to by the NSHE Business Center South / UNLV Risk Management & Safety Department. Such approval shall not relieve contractors from the obligation to pay any deductible or self-insured retention.

**Additional Insured Requirements**

The Owner must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be

submitted to allow blanket addition as required by contract or individualized endorsement naming the Owner as an additional insured.

### **Waiver of Subrogation**

Subrogation must be waived against Owner.

### **Policy Cancellation / Change in Policies and Conditions Notifications**

Contractor shall:

- Have each of their insurance policies endorsed to provide ten (10) days notice for non-payment of premium, and
- Specify that the policies cannot be canceled, non-renewed, coverage and / or limits reduced or coverage materially altered that can effect Owner without sixty (60) days prior written notice to Owner and the notices required by this paragraph shall be sent by certified mail to Owner
- A copy of this signed endorsement must be attached to the Certificate of Insurance.
- Contractor shall send to the Owner a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to the Owner within three (3) business days upon their receipt. Until such time as the insurance is no longer required by the Owner, Contractor shall provide Owner with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure Contractor shall immediately notify Owner and immediately replace such insurance or bond with insurance or bond meeting the contract's requirements.

### **Primary Policy**

Parties contracting directly with the Owner must have their policy endorsed to reflect that their insurance coverage is primary over any other applicable insurance coverage available.

Any insurance or self-insurance available to the Owner shall be in excess of and non-contributing with any insurance required.

### **Loss Policy**

The Owner shall be named as loss payee as respects their interest in any property that the Contractor has an obligation to insure on behalf of the Owner.

### **Insurer Requirements**

Each Contractor shall have their insurance policies be:

1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State and having agents in the State of Nevada upon whom service of process may be made, and
2. Currently rated A.M. Best as A - IX or better.

### **Evidence of Insurance Requirements**

Prior to the start of any work, the Contractor must provide the following documents to Owner:



- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must be submitted to the Owner to show evidence the insurance policies and coverage required of the Contractor.
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s).
- Policy Cancellation Endorsement
- Waiver of Subrogation Endorsement
- Endorsement reflecting Contractor insurance policies are primary over any other applicable insurance.
- Loss Payee Endorsement

**B. OFFICIALS, AGENTS AND EMPLOYEES OF COLLEGE OF SOUTHERN NEVADA NOT PERSONALLY LIABLE**

In no event shall any official, officer, employee, or agent of CSN in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in any connection with this Contract.

**C. INDEMNIFICATION**

Contractor, shall indemnify, defend and hold harmless NSHE/CSN, its officers, regents, employees, and agents from and against any and all liabilities, claims, losses, demands, actions, causes of actions, fines, penalties, debts, lawsuits, judgments, costs and/or expenses, arising either directly or indirectly from any act or failure to act by Contractor or any of its officers, employees agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract (collectively, "**Claim(s)**"). NSHE/ CSN will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Contractor shall not settle any Claim or threat thereof without the prior written approval of NSHE/CSN, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/ CSN or admit or attribute to NSHE/CSN any fault or misconduct.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

**A. APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of this Contract. If sufficient appropriations and authorizations are not made by CSN this Contract shall terminate, without penalty, upon thirty (30) calendar days written notice being given by CSN to Contractor.

**B. ASSIGNS AND SUCCESSORS**

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of CSN.

**C. COMPLIANCE**

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

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100 (1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Contractor certifies that it has a current Nevada business license or it is exempt, and must comply with NRS 76.100 for the term of this Contract.

In order that CSN may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to CSN, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

**D. CONFIDENTIALITY**

Contractor acknowledges that it is to keep any confidential information secure and is not to disseminate or use any materials and/or data that belongs to CSN, whether originals or copies. Contractor acknowledges that CSN would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without CSN prior written approval.

**E. DEBARMENT/SUSPENSION STATUS**

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. Contractor agrees to provide immediate notice to CSN's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Contract.

**F. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor certifies that it and/or its subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, CSN may declare the Contractor in breach of the contract and immediately terminate said contract.

**G. GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor expressly consents to the jurisdiction of said court.

**H. HEADINGS**

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

**I. INDEPENDENT CONTRACTOR**

The parties agree that the Contractor is an independent contractor and that the contractor is not an employee of CSN, and:

There shall be no:

- (1) Withholding of income taxes by CSN;
- (2) Workers' compensation insurance provided by CSN;
- (3) Participation in group insurance plans which may be available to employees of CSN;
- (4) Participation or contributions by either the contractor or CSN to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by CSN.

Contractor is not an employee of CSN and is not entitled to any of the compensation, benefits, rights, or privileges or employees of CSN.

**J. MODIFICATION**

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

**K. NOTICES**

Written notices required under this Contract shall be sent certified mail, return receipt requested, to CSN:

Rolando M. Mosqueda  
 Director of Purchasing  
 3200 E. Cheyenne Avenue, J1C  
 North Las Vegas NV 89030

Contractor as follows:

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**L. TAXES, LICENSES AND PERMITS**

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

NSHE is exempt from paying state, local and federal excise taxes.

**M. SEVERABILITY**

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this

Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

**N. USE OF COLLEGE NAME AND/OR LOGO IN ADVERTISING**

Contractor cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), or the College of Southern Nevada's logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of CSN.

**O. WAIVER**

A failure or delay of either party to enforce at any time any of the provisions of this contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed the day and year first above written.

\_\_\_\_\_(COMPANY NAME)

**APPROVED:**

BY:

\_\_\_\_\_  
Print Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ON BEHALF OF THE COLLEGE OF SOUTHERN NEVADA**

**APPROVED:**

BY:

\_\_\_\_\_  
Patricia Charlton, Sr. Vice President, Finance & Administration Date