



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

**INVITATION FOR BID NO. 5174-DC PARKING LOT MAINTENANCE CONTRACTOR**

**RELEASE DATE:** Friday, September 5, 2014

**LAST DAY FOR QUESTIONS:** Thursday, September 11, 2014 5:00pm PDT

**LAST DAY FOR ADDENDA :** Wednesday, September 17, 2014 5:00pm PDT

**OPENING DATE, TIME and LOCATION:** Wednesday, September 24, 2014 3:00pm PDT  
University of Nevada, Las Vegas  
4505 Maryland Parkway  
**Campus Services Building, Room 235**  
Las Vegas, NV 89154-1033

Sealed bids, one (1) original and one (1) electronic copy on CD or USB, 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 the opening date and time to be considered.** Bids may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of the UNLV campus.

This project has been estimated to cost approximately \$80,000.00 annually but is subject to the parking lot requirements and funding.

This project or work may be financed in whole or part from Federal or State Funds.

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

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

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

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**SECTION A**  
**SUBMISSION INSTRUCTIONS**

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

**1. BID PREPARATION AND SUBMISSION**

- a) Bidders are expected to examine the entire Invitation to 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 to Bid, a written addendum will be posted on <http://go.unlv.edu/purchasing/solicitations> and available for all bidders to download. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Department.
- c) Bids are to be submitted on the Pricing Response Form provided or true copies thereof and must be manually signed in ink. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Bidders shall include with their bid forms the necessary documents or attachments as required in this document. All figures must be written in ink or typewritten. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- d) 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 this Invitation, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone bids will not be considered**
- e) No responsibility will attach to the UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a bid not properly addressed and identified.
- f) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- g) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- h) 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.
- i) Altering the invitation and bid form 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 this IFB and attached sample contract unless otherwise stated.
- k) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.

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- l) 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) Projects exceeding \$100,000 requires the payment of Prevailing Wages. Prevailing Wages Rates for Clark County must be used. See PWP Website at [www.laborcommissioner.com](http://www.laborcommissioner.com). Click on Public Works/Prevailing Wages by County, and then click on Clark to view or print the Prevailing Wage rates for this project.
- n) For Projects exceeding \$100,000 and upon Notice of intent to Award, the Successful Bidder must obtain Performance and Payment bonds equivalent to the amount bid. Bonds may be in the format attached or may use AIA Formats. Bonds must be submitted within five days of receiving the Notice of intent to Award.
- o) The Successful Bidder will be required to submit proof of insurance at the limits identified in Article 5 of the attached Sample Contract A105.

**2. ALTERNATE BRAND/SPECIFICATION REQUEST**

- 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.
- 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) 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.

**3. DISCLOSURE RESTRICTIONS**

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

4. **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.

5. **PUBLIC OPENING OF BIDS**

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

6. **WITHDRAWAL OF BID**

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

**SECTION B**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

- a) Award shall be made to the lowest responsive and responsible bidder after giving due consideration to price, 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 the UNLV.
- b) UNLV intends to award this as a complete maintenance Contract; partial bids may not be accepted unless determined to be in UNLV's best interest. UNLV reserves the right to reject any and all bids in whole or in part, and to waive minor irregularities and omissions, whereby the best interests of the UNLV would be served.
- c) The initial term of the Contract will be for one (1) year with four (4) one (1) year renewal terms available upon mutual agreement of both parties.
- d) A formal contract will be signed by the successful bidder and the UNLV to perform this service.
- e) The terms and conditions contained in the attached sample contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this IFB. If bidder takes exception to any terms or conditions set forth in the contract, bidder will submit a specific list of the exceptions as part of its response to this IFB. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of bidder's offer as non-responsive to this IFB. If bidder's exceptions do not result in disqualification of bidder's response, then UNLV may consider bidder's exceptions when UNLV evaluates the bidder's response.
- f) If after the award the bidder fails to furnish the items as listed on the purchase order, that bidder may be removed from our bidder list for a period of one year.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF BIDDERS**

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

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

9. **FREIGHT TERMS**

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

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **MANUALS**

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

Parts Manual	As Built Drawing on a CD in PDF Format
Installation Manual	Operating Manual/Instructions
Training Manual	Warranty documentation

12. **PAYMENT TERMS**

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

13. **PROTESTS**

Any bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within 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 & Business, UNLV, within five (5) business days from the date of the letter issued by the Director of Purchasing. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

To be considered, all Protests must identify the following:

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

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

UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business enterprises (MWDBE) to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In addition, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as subcontractors or Tier 2 suppliers in large contracts. A "tier 2 supplier" or subcontractor is a supplier who is contracted for goods or services with the prime contractor, and may include, but is not limited to (MWDBE) and local business enterprises.

- a) In compliance with NSHE policy, a Proposer responding to any RFP for the purchase of goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** shall provide the following reporting information in its response:

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



- (2) A listing of Tier 2 suppliers, including local and MWDBE suppliers, that will be given the opportunity to be considered and/or utilized as subcontractors for any work performed as a result of this RFP. The listing must include the following information:
    - The name, city and state
    - Type of Tier 2 status (local, women owned, minority/and or disadvantaged)
    - Any certification of such status including the entity granting the certification if applicable
  - (3) This is a reporting requirement and will not be used for evaluating any Proposal. However, failure to provide a complete Proposal in response to this RFP could result in rejection of the submittal as incomplete.
- b) Any award from this RFP that results in a contract for goods or services that is **anticipated to exceed \$1,000,000 at any time during the life of the contract** will require the Proposer to provide, at a minimum, annual reports listing expenditures with MWDBE and Local Subcontractors. These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report shall contain the following information:
- The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified
  - A description of the goods or services purchased
  - The amount of expenditures with the subcontractor attributed to the prime contract for the most recent completed fiscal year (July 1 through June 30)
  - The reporting information must be available to UNLV by September 15
- c) Definitions
- (1) Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.
  - (2) Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
  - (3) Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.
  - (4) Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one

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percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

(5) Definition of Disabled Veteran Business Enterprise (DVBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

(6) Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

d) All Proposers, by signing this RFP Response Form, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

**15. SUSTAINABILITY**

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

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

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

**16. TAXES, LICENSES AND PERMITS**

a) It is the bidders responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The UNLV is exempted from paying state, local and federal excise taxes.

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

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- 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.

**SECTION C**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ADDITIONS/CHANGES**

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

2. **BUSINESS LICENSE REQUIREMENT**

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

3. **CANCELLATIONS**

NSHE/BCS 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/BCS be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

4. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/BCS 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.

5. **DEBARMENT/SUSPENSION STATUS**

The vendor/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.

6. **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/BCS reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

7. **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.

8. **HAZARDOUS MATERIALS**

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

9. **INDEMNIFICATION**

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

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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.

**10. INSURANCE**

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

**11. 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.

**12. 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.

**13. PRICE WARRANTY**

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

**14. 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.

**15. PURCHASE ORDER NUMBERS**

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

**16. 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.

**17. 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.

**18. TAX EXEMPTION**

NSHE/BCS 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-000-441. The Federal Tax ID number is 88-6000024.

**19. TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or

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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.

20. **WARRANTY**

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

**SECTION D**  
**SCOPE OF WORK**

UNLV is seeking qualified and licensed Contractor to provide all materials, labor, tools, supplies, equipment, supervision and transportation necessary for common maintenance and repairs and/or improvements in the parking areas at UNLV outlined in this section, on an as needed basis. This is to include both the Maryland Parkway and Shadow Lane Campuses, but primarily on the Maryland Parkway Campus. These repairs do not include new construction or resurfacing. Services shall be provided only by qualified and trained service personnel.

Contractor will be required to enter into a contract with UNLV for an initial term of one year with an option to renew, at UNLV's sole discretion, for an additional three (3), one-year periods. Contracts will have similar terms and conditions to the AIA form Contracts provided in Exhibit F, Draft Contract. Bidders must review the draft contract and submit any exclusion with their bid.

When a particular job arises, a designated UNLV Project Manager shall solicit a quote from the Contractor using the Invitation to Quote (ITQ) form, a sample of which is attached as Exhibit D. All quotes must be submitted on UNLV's ITQ. Contractor will be awarded a purchase order and notice to proceed for the project. If Contractor is not interested in a particular job, a "no bid" ITQ must be submitted to UNLV Project Manager. UNLV reserves the right to cancel the Contract if Contractor does not respond to the ITQs with a "no bid" response or if, in UNLV's sole discretion, Contractor submits several "no bid" responses to ITQs and are deemed by UNLV to be non-responsive to providing services. UNLV also reserves the right to replace cancelled, terminated or non-renewed Contract with a new one from other bidders during the term of the contract and renewals for this solicitation. Replacement Contracts may be selected from bidders who responded to this bid but were not initially selected or a new solicitation may be processed.

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

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

**Minimum Requirements:**

UNLV will only consider Bidders who meet the following minimum requirements:

1. Must have 5 years primary experience in parking lot maintenance and repairs/improvements;
2. Must furnish a list of five (5) projects, with similar size and scope, completed in the last five (5) years, using Exhibit A-2, Project Experience Form. Include at least two (2) projects where your company was required to work at night or during the weekend.
3. For each of the project listed, provide contact information to include name, address, phone/fax #, and email address. Bidder grants permission to UNLV to contact all references identified. Furnishing

**Bid # 5174-DC**

incorrect or incomplete reference information may lead to the Bidder's elimination from consideration for award. The decision to eliminate a Bidder from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of UNLV and shall not be subject to appeal.

The parking lot maintenance outlined in this scope of work includes but is not limited to the following

**Painting**

Painting includes the striping of parking lots, the painting of bumper blocks, the stenciling of bumper blocks, and the painting of STOP bars and text.

**Crack Sealing**

This item pertains strictly for the crack sealing in the parking lots when requested.

**Seal Coating**

Seal coating of the parking lots when requested.

**Lot Design**

Periodically a new striping design for a parking lot is requested. This would be to provide a new striping layout as described and requested by UNLV.

**Sign Installation**

Unistrut poles are periodically requested to be installed for sign needs at certain locations.

**Replacing and Re-Pinning of Bumper Blocks**

There are some bumper blocks that need re-pinning when lot maintenance is being performed. UNLV will request those damaged bumper blocks be replaced as well as others that become damaged from time to time.

**Asphalt Repair**

This item refers to patch repair and the filling of pot holes from time to time. Not to exceed an area greater than 25ft X 25ft.

**Lane Delineators/Pavement Markers**

These include the various colored reflective dots that are used in lane separation markings.

Detailed specifications for the above work to be performed can be found in Exhibit E, Specifications.

**GENERAL OPERATING PROCEDURES**

1. **Pricing:** Purchase order pricing will remain firm during the duration of the Purchase Order. However, current wage rates must be used if applicable. Quotes will be held firm for 60 days.
2. **Purchase Orders:** If UNLV shall elect to use this contract, UNLV Project Manager will prepare an ITQ, including the project technical scope of work following UNLV policies, project specific delivery scope items, and other items and the Contractor will be issued a purchase order to perform work. The Contractor will prepare and submit a quote on the ITQ form prepared by the UNLV Project Manager and referenced documents and materials in the ITQ. Site visits will be conducted as necessary and arranged by the UNLV Project Manager. Contractor shall submit completed ITQ to UNLV Project



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Manager for review/approval. Issuance of a Purchase Order and Notice to Proceed by the Purchasing Department shall authorize the Contractor to proceed with the work.

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

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

3. **Work Request(s) NOT Defined in Scope of Work:** Contractor shall be held accountable for performing work requests which are clearly beyond the defined Scope of Work. If a Contractor is asked to perform a scope of work not requested by the UNLV Project Manager or not indicated in the ITQ upon which a Purchase Order has been issued, Contractor must report such requests to the attention of the UNLV Project Manager. If the Contractor performs such unauthorized work, the costs for the unauthorized work may become the liability of the Contractor and UNLV will be under no obligation to make payment for unauthorized work.
4. **Work Scheduling:** All work shall be, insofar as possible, performed during normal working hours (8:00 A.M. to 5:00 P.M.) Monday through Friday. However, most of the painting, crack sealing, seal coating and pavement markers would be installed at night or on weekends when the parking on campus is the least utilized and this will be specified in the ITQ scope of work. All work shall be coordinated with the UNLV Project Manager to avoid interference with any facility schedule.

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

5. **Response Time:** Contractor will be expected to respond to the approved work order within three (3) days for routine requests and within one (1) day for emergency requests, unless otherwise specified in the purchase order.
6. **Interrupting Services:** The Contractor shall coordinate the execution of all work within the parking lot in order to minimize interference during construction or repair work. Connections to existing systems requiring the interruption of service within the building or parking lot shall be carefully coordinated with the UNLV Facilities to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of UNLV. A minimum of 72 hours' notice shall be given to UNLV Project Manager.
7. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance/product and non-responsiveness will constitute grounds for cancellation of the contract. UNLV will review Contractor performance, and upon instances of unsatisfactory performance, will formally inform Contractor of such and require a formal plan from the Contractor to achieve satisfactory performance. If grounds for cancellation still exist, immediate notification of cancellation will be provided in writing by the Purchasing Department. Upon such notification, the Contractor shall cease work immediately and shall submit an invoice for work satisfactory completed to date. No allowance will be made for anticipated work or profits.
8. **Final Acceptance:** The Contractor shall notify the UNLV Project Manager when each project is complete. UNLV shall then arrange for a prompt inspection by the UNLV Project Manager and others as determined by UNLV who shall either accept the project as complete and satisfactory or provide a written list of items to be corrected and/or completed.

9. **Invoice and Purchase Order Procedures:** Upon award of a job, UNLV will issue a purchase order and notice to proceed. Itemized invoices, clearly referencing appropriate response pricing item number, purchase order and work order number, shall be submitted in accordance with the purchase order. UNLV reserves the right to require AIA pay applications.

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

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

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

11. **Licensing and Personnel Qualifications:** Contractor shall be properly licensed, in the State of Nevada, for all aspects of work requirements. Actual work shall be performed by workmen properly licensed or appropriately skilled in applicable trade. A general contractor's license is required for the vendor entering into the contract with UNLV. Contractors are encouraged to submit other licenses as may be considered appropriate for specific work activities.

12. **Supervision:** The work shall be performed under the direction of a qualified foreman experienced in the trade who shall be thoroughly familiar with the complete requirements of a project and shall normally be present on the site during the execution of the work. If the foreman actually works on the site as a crew member, his/her hours may be billed at the appropriate level. Estimating, takeoffs and the like will also be considered as overhead not to be billed separately.

13. **Codes, Fees and Permits:** All work shall be executed in accordance with the current International Building Codes (IBC), International Fire Codes (IFC), local and state ordinances and regulations governing the particular class of work involved. The Contractor shall be responsible for the final execution of the work under this heading to suit these requirements.

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

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

14. **Standards:** All work and materials shall comply with the recommendations and standards as set forth in the latest edition(s) of pertinent City, State, County and National Codes and Ordinances and the UNLV Design, Construction and Sustainability Standards available at <http://www.unlv.edu/plancon/standards-contracts>. UNLV may also have other specific specifications which may apply to any given project. UNLV specifications will be provided by the UNLV Project Manager as applicable. If materials, equipment, or systems are installed in a manner which is not in conformance with the requirements of the specifications and for which the Contractor has not received written approval, removal of all the unauthorized materials plus installation of those indicated or specified shall be provided at no extra cost to UNLV.

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

**MATERIALS:**

1. **Materials Supply and Quality:** Contractor shall maintain at all times (or have access to) an ample stock of various materials necessary to complete specified projects within the required time frame(s). Any manufacturer's data supplied with the materials shall be submitted to the UNLV Project Manager. All materials shall be new, unused, and in good condition accordingly. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the UNLV Project Manager.
2. **Procurement of Other Materials:** UNLV reserves the right to procure any materials through normal procurement channels and to furnish such materials to Contractor for installation. Materials, so

procured shall not be marked up by the Contractor in any manner. Installation shall be in strict accordance with the recommendations of the manufacturer or as may be required by code. If such recommendations conflict with plans and specifications, the Contractor shall report such conflicts to the UNLV Project Manager. Changes shall be made as mutually agreed or necessary.

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

1. **Bonding Requirements:** Performance and payment bonds are required for all work \$100,000 or more. The successful Contractor(s), upon notification of the award of the specific project shall deliver the required performance and materials/payment bonds in the amount of 100% of the project to be furnished within 10 business days of notice of award. Bond must be to UNIVERSITY OF NEVADA, LAS VEGAS, executed by a surety company authorized to do business in the state of Nevada.

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

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

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

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

# SECTION E SAMPLE CERTIFICATE OF INSURANCE



## 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(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
INSURED	E-MAIL ADDRESS:		NAIC #
	INSURER(S) AFFORDING COVERAGE		
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
PER LTR	TYPE OF INSURANCE	ADD. SUBR. (IND) (W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				E&O OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADJ. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP ACC \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED & HIRER <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRE AUTOS					COMBINED SINGLE LIMIT (Per occurrence) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS	<input type="checkbox"/> <input type="checkbox"/>				E&O OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in Neb) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	<b>PROFESSIONAL LIABILITY</b> PROJECT SPECIFIC (IF APPLICABLE)	<input type="checkbox"/>				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS						

<b>CERTIFICATE HOLDER</b>  BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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**SECTION F**  
**SAMPLE CHANGE ORDER FORM**

**NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE  
UNIVERSITY OF NEVADA, LAS VEGAS**

**CHANGE ORDER**

CHANGE ORDER NUMBER: \_\_\_\_\_

CONTRACTOR:

P.O. #: \_\_\_\_\_ Contract #: \_\_\_\_\_ Project. # \_\_\_\_\_

Account Number: \_\_\_\_\_

PROJECT: \_\_\_\_\_

Contractor is hereby authorized to make the following changes, subject to all terms and conditions set forth in of the above referenced Contract/Order.

ITEM #1:

REASON:

REQUESTED BY:

Item #1 is an (add, deduct, or zero) \$ \_\_\_\_\_

Calendar days (add, deduct, or zero): \_\_\_\_\_ days

ITEM #2:

REASON: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

Item #2 is an (add, deduct, or zero) \$ \_\_\_\_\_

Calendar days (add, deduct, or zero): \_\_\_\_\_ days

Total amount of this Change Order (plus, minus, or zero): \$ \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_

Total Cost of Prior Change Orders: \$ \_\_\_\_\_

Adjusted Total Contract Cost: \$ \_\_\_\_\_

Original Contract Completion time: \_\_\_\_\_ Calendar Days

Completion Time Adjusted by this Change Order: \_\_\_\_\_ Calendar Days

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(plus, minus or zero)

Total Time Adjustments on Prior Change Orders: \_\_\_\_\_ Calendar Days  
Revised Contract Completion Time: \_\_\_\_\_ Calendar Days

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date last entered below (the "Effective Date").

**APPROVED:**

BY: \_\_\_\_\_  
(Type in name of Contractor) Date

BY: \_\_\_\_\_  
(Type in name of Architect/Engineer, if applicable) Date

**THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

**RECOMMENDED:**

BY: \_\_\_\_\_  
Type in name and title Date

**APPROVED:**

BY: \_\_\_\_\_  
Gerry J. Bomotti, Senior Vice President for Finance & Business Date

**EXHIBIT A-1**  
**PRICING RESPONSE FORM**

Name of Contractor: \_\_\_\_\_

**UNIT PRICING:** Based on non-prevailing wage rates, provide unit pricing for each line item inclusive of all materials, labor, tools, supplies, equipment, supervision and transportation necessary:

Item #	DESCRIPTION	UNIT	RATE FOR NORMAL BUSINESS HOURS	RATE FOR NIGHTS, WEEKENDS & HOLIDAYS
1	PAINTING:			
1a	Parking lot striping	Per Linear ft.		
1b	Bumper block painting	Per bumper		
1c	Bumper block stenciling	Per bumper		
1d	STOP bar and text	Each		
2	CRACK SEALING:	Per Linear ft.		
3	SEAL COATING:	Per Square ft.		
4	LOT DESIGN:	Hourly rate		
5	SIGN INSTALLATION:			
5a	Unistrut pole	Each		
5b	Pole installation (w/o concrete)	Each		
5c	Pole installation (w/ concrete)	Each		
6	REPLACING AND RE-PINNING OF BUMPER BLOCKS:			
6a	Bumper block replacement	Each		
6b	Re-pinning of a bumper block	Each		
7	ASPHALT REPAIR:	Per Square ft.		
8	LANE DELINEATORS/PAVEMENT MARKERS:	Each		

**SAMPLE SCENARIO:** For evaluation purposes only, provide pricing for the striping, seal coating and crack sealing of UNLV Parking Lot P located on the northeast region of campus and can be accessed from Cottage Grove Avenue. See map on <http://www.unlv.edu/maps/parking/lots/lot-p>.

Striping	\$ _____
Seal Coating	\$ _____
Crack Sealing	\$ _____
Other Charges (please specify)	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>



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1. It is agreed that this bid may not be withdrawn within a period of ninety (90) calendar days after the opening thereof.
2. The Undersigned has checked carefully all of the above figures and understands that UNLV will not be responsible for any errors or omissions on the part of the Bidder in making up this bid.
3. The Bidder hereby 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; and c) that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other bidder.
4. A review of your license Status/History from the State Contractors' Board and a list of past audits by the Office of the Labor Commissioner may be considered when determining the lowest responsive and responsible bidder. As part of the evaluation process, bidders may be required to provide a written explanation of each complaint including the nature of the complaint and its status.
5. Bidder understands that, if awarded the Contract, it shall not, without the written consent of UNLV, substitute any subcontractor in place of the subcontractor(s) designated on the ITQ. 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.

Submitted By:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**EXHIBIT A-2**  
**PROJECT EXPERIENCE FORM**

List any previous projects that have been completed at any UNLV campus or in similar campus environments, public or private, educational, corporate or other, within the last 5 years. Clearly indicate which team members were involved in each project.

**NAME OF COMPANY:**

**1.**

- a. Project Name and location, project type (striping, seal coating, crack sealing etc.), project size (s.f):
- b. Owner contact information (Name, phone/fax #, e-mail address):
- c. Project Cost:  
Contracted amount and final construction cost:  
Percent of change orders and reason for change:
- d. Completion Dates:  
Scheduled:  
Substantial:  
Final:
- e. Project Manager:
- f. Project Superintendent:
- g. Other Key Members (provide name and responsibility):

**ADDITIONAL COMMENTS/REMARKS:**

**2.**

- a. Project Name and location, project type (striping, seal coating, crack sealing etc.), project size (s.f):
- b. Owner contact information (Name, phone/fax #, e-mail address):
- c. Project Cost:  
Contracted amount and final construction cost:  
Percent of change orders and reason for change:
- d. Completion Dates:  
Scheduled:  
Substantial:  
Final:
- e. Project Manager:
- f. Project Superintendent:
- g. Other Key Members (provide name and responsibility):

**ADDITIONAL COMMENTS/REMARKS:**

**3.**

- a. Project Name and location, project type (striping, seal coating, crack sealing etc.), project size (s.f):

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- b. Owner contact information (Name, phone/fax #, e-mail address):
- c. Project Cost:  
Contracted amount and final construction cost:  
Percent of change orders and reason for change:
- d. Completion Dates:  
Scheduled:  
Substantial:  
Final:
- e. Project Manager:
- f. Project Superintendent:
- g. Other Key Members (provide name and responsibility):

**ADDITIONAL COMMENTS/REMARKS:**

**4.**

- a. Project Name and location, project type (striping, seal coating, crack sealing etc.), project size (s.f):
- b. Owner contact information (Name, phone/fax #, e-mail address):
- c. Project Cost:  
Contracted amount and final construction cost:  
Percent of change orders and reason for change:
- d. Completion Dates:  
Scheduled:  
Substantial:  
Final:
- e. Project Manager:
- f. Project Superintendent:
- g. Other Key Members (provide name and responsibility):

**ADDITIONAL COMMENTS/REMARKS:**

**5.**

- a. Project Name and location, project type (striping, seal coating, crack sealing etc.), project size (s.f):
- b. Owner contact information (Name, phone/fax #, e-mail address):
- c. Project Cost:  
Contracted amount and final construction cost:  
Percent of change orders and reason for change:
- d. Completion Dates:  
Scheduled:  
Substantial:  
Final:

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- e. Project Manager:
- f. Project Superintendent:
- g. Other Key Members (provide name and responsibility):

**ADDITIONAL COMMENTS/REMARKS:**

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**Signature/Owner**

---

**Date**

---

**Printed Name/Company Name**