

UNLV | PURCHASING & CONTRACTS

**BUSINESS CENTER SOUTH
THE NEVADA SYSTEM OF HIGHER EDUCATION ("NSHE"), ON BEHALF OF THE
UNIVERSITY OF NEVADA, LAS VEGAS ("UNLV") AND NEVADA STATE
COLLEGE (NSC)
REQUEST FOR PROPOSAL #606-RB
FOR ON-CALL PAINT CONTRACTORS**

RELEASE DATE: Wednesday, January 14, 2015

LAST DAY FOR QUESTIONS: Thursday, January 22, 2015 5:00 PST

LAST DAY FOR ADDENDA : Tuesday, January 27, 2015 5:00 PST

OPENING DATE, TIME and LOCATION: Wednesday, February 4, 2015 3:00PM PST

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

Sealed proposals, one (1) original, three (3) copies and one (1) electronic copy on CD or flash drive, and only one (1) Pricing Response Form (defined below) is required, subject to the terms, conditions, and scope of services herein stipulated and/or described herein, will be publicly opened as stated above ("Proposal(s)"). **All Proposals must be received on or before this date and time to be considered.** Proposals may be mailed or hand delivered to the address above. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

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

Randy Beck, Purchasing Analyst
randy.beck@unlv.edu
Phone: (702) 895-5986
Fax: (702) 895-3859

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

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INTRODUCTION

1. PURPOSE OF REQUEST

UNLV invites interested Contractors to submit a proposal to provide on-call painting services for UNLV/NSC projects. The intent is to establish primary source(s) for its painting requirements.

UNLV will request Contractors to complete an invitation to quote form for a specific project and once an award is made a purchase order will be issued. Multiple purchase orders will be issued during the contract period. The maximum dollar amount for individual projects is \$200,000 and the annual aggregate total amount of all projects will not exceed \$500,000 per Contractor.

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

Over the past two years, UNLV/NSC has spent approximately \$450,000 on these types of projects. However, UNLV/NSC does not guarantee a maximum or minimum dollar amount of work under this RFP or resultant contract(s).

2. UNIVERSITY OF NEVADA, LAS VEGAS

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

3. TERMINOLOGY

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	"Proposer(s)" as used throughout this RFP document will mean the respondent(s) to this Request for Proposal or you, as applicable.
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's Proposal and any mutually agreed upon written modifications
CONTRACT	"Contract" is the final agreement with the Contractor.
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada, Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
RFP RESPONSE FORM	Proposer form submitted in Section F by an authorized representative for the Company named on said form, acknowledging that he/she/it has examined this RFP including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to

comply with the specifications, terms and conditions set forth herein and at the prices (or royalty rates/Royalty Fee payments, as applicable) stated.

GENERAL TERMS
AND CONDITIONS

By submitting a Proposal, you and all respondents (as applicable), acknowledge and agree with the terms and conditions upon which the Proposals will be evaluated, and the Contract awarded as set forth in Section C.

MINIMUM CONTRACT TERMS

Included in this RFP are certain standard minimum contract terms and conditions which shall be included in the final and more extensive Contract with the Contractor. All UNLV contracts are subject to existing contracts (and any replacement contracts thereof).

UNLV

University of Nevada, Las Vegas

NSC

Nevada State College

NSHE

The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.

BOARD OF REGENTS

The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

COMPANY(IES)

"Company" shall mean the legal entity of the applicable Proposer, whether a sole proprietorship, corporation, LLC, Partnership, or other legal entity, and any person(s) acting on behalf of such entity.

SECTION B
SUBMISSION INSTRUCTIONS

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

1. PREPARATION AND SUBMISSION

- a) The Proposer is expected to examine the entire RFP including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this RFP, a written addendum will be provided to all Proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) The Proposal submitted should not exceed 30 pages. Other attachments may be included with no guarantee of review.
- d) All Proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the Proposal. Proposers shall include with their forms the necessary documents or attachments as required in this RFP document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this RFP must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the RFP, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone Proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer should submit the required number of responses as indicated on the first page of this RFP. The name of the Proposer's Company shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official, regent, or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this RFP or by an addendum.
- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.

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

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

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

2. **SUBMISSION REQUIREMENTS**

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

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

- b) Evidence of holding applicable and valid State of Nevada Business License and C4 Contractors License.
- c) Evidence of required Insurance as identified in Exhibit A, Sample Certificate of Insurance.

TAB 2. COMPANY DESCRIPTION

- a) Description of Company
 - i. Name of Firm/Company
 - ii. Location of principal (contact) and branch offices
 - iii. Type of Ownership: Individual, partnership, corporation, Limited Liability Company or other type of entity. If partnership, list names of all partners. If corporation, give the state in which corporation is registered and provided names of President, Secretary, and Treasurer. If Limited Liability Company, give state in which company was formed and names of all members, managing members and managers. If another type of entity, state type of entity and give names of equity Owners and of officers and/or other persons charged with responsibility and control of affairs and enterprises of entity.
 - iv. Provide Length of time in business
 - v. Size of Firm/Company: Size of principal (contact) office. Include total number of staff and their responsibilities (for example 2 project managers, 3 superintendents, 1 scheduler, 1 estimator, etc.) If a staff member regularly performs multiple tasks, include such person in the most responsible position for which he/she spends at least 25% of his/her time.
 - vi. Provide resumes for staff members that would most likely be assigned to projects at UNLV/NSC (one or more per position).
- b) List applicable contractors' license number.
- c) Bonding information
 - i. Name of Bonding Company
 - ii. Evidence from the bonding company pursuant to NRS 339.025 that verifies your firm's current project specific bonding capacity
- d) List of other available services

TAB 3. PROJECT EXPERIENCE & REFERENCES

Generally describe proximity to and familiarity with UNLV/NSC, particularly regarding painting projects. List any previous projects that have been completed at any UNLV campus within the last 5 years. List any previous projects that have been completed of similar size and nature within the past 5 years. Clearly indicate which team members were involved in each project.

Using the Project Experience Form, provided in Section E, list three projects your company has been awarded as paint contractor in the last 5 years and provide the following information for each project:

- a) Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f)
- b) Owner contact information (Verify that all names, addresses, and phone numbers are current. Any reference that is not current will be considered non-responsive. Do not use references that are retired or no longer employed by the project's owner).
- c) Architect contact information (if applicable).
- d) Identify the nature of painting services provided for each project.
- e) Project Cost
 - i. Contracted amount and final project cost

- ii. Percent of change orders and reason for change
- f) Completion dates (scheduled, substantial, and final)
- g) Project Manager (person responsible to the Owner for the overall success of the project);
- h) Project Superintendent (person responsible for coordinating the day-to-day work);
- i) Other key members as applicable (name and responsibility)

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

TAB 4. LITIGATION AND DISPUTE HISTORY

Provide Litigation & Dispute History for all projects completed within the last 5 years for which painting services were performed.

- a) Has there been a termination from a project before completion? If so, please describe when, where and why using up to two pages. This may be grounds for disqualification depending upon the facts and circumstances.
- b) Has there been a judgment rendered for breach of contract? If so, please describe when, where, and why. This may be grounds for disqualification depending upon the facts and circumstances.
- c) Have you ever been disqualified from being awarded a contract? If so, please describe when, where and why using up to two pages. This may be grounds for disqualification depending upon the facts and circumstances.
- d) Provide a summary of all projects completed within the last 5 years.
- e) State your team's record of performing within the owner's schedule versus the actual schedule. Explain any schedule deviations.
- f) State your team's record of performing within the estimated or contract award amount versus the actual construction cost. Explain any cost deviations.

TAB 5. PROJECT APPROACH / MANAGEMENT

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

- a) Monitor and control the project (Project Approach relative to project operations, etc.).
- b) Communication with the Owner
- c) Communication with the project team including the painting Contractor's staff and subcontractors, and A/E team members (if applicable)
- d) Control the budget and schedule (Budget and Schedule Management)
- e) Perform Quality Assurance
- f) Administer a Safety Program
- g) Participate in a commissioning program, if required (with a third party commissioning agent retained by UNLV)
- h) Perform punch list and warranty work (Project Completion)

TAB 5. COST

In a separate envelope provide cost information as associated with the scenarios requested on pricing response form in Section F. **No cost information should be contained in the...**

3. **EVALUATION OF PROPOSALS**

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

Weighted Evaluation Criteria	Possible Points
1. Experience	30
Company Description	
Project Experience	
Litigation & Dispute History	
References	
2. Project Approach/Management	30
Quality Control	
Budget Control	
Schedule Control	
Approach to Communication with Owner and Team	
3. Cost	40
Total Possible Points	100

4. **LATE PROPOSALS**

Formal, advertised Request for Proposal indicates a time by which the Proposals must be received in the Purchasing Department. Any Proposals received after that date and time will be rejected and not

be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this RFP document.

5. **PUBLIC OPENING OF RFP's**

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

6. **WITHDRAWAL OF PROPOSAL**

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

SECTION C
GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE PERIOD**

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

2. **APPROPRIATIONS**

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

3. **AWARD OF CONTRACT**

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

for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the RFP, unless otherwise modified.

4. **COMPLIANCE**

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

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

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

6. **CONFLICT OF INTEREST**

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

7. **DEFAULT OF CONTRACT**

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

8. **DISQUALIFICATION OF PROPOSERS**

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

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

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

9. **FAILURE TO FURNISH AT SPECIFIED (PRICE/ROYALTY RATE- INSERT AS APPLICABLE)**

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

10. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

11. **PAYMENT TERMS**

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

12. **PROMPT PAYMENT DISCOUNTS**

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

13. **PROTESTS**

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

To be considered, all Protests must identify the following:

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

14. **SAMPLES**

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

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

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

a) In compliance with NSHE policy, a Proposer responding to any 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 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.

16. **SUSTAINABILITY**

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

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

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

17. **TAXES, LICENSES AND PERMITS**

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

SECTION D
SCOPE OF WORK/SPECIFICATIONS

The intent of this RFP is to establish primary source(s) for UNLV/NSC's painting contractor requirements. Painting scopes of work vary with every project; typical projects will be repainting of office areas and hallways after area renovations. Some projects could be larger to include the exterior painting of a multiple story facility for routine maintenance and appearance.

Successful Proposers to this RFP will be required to enter into a contract with UNLV and NSC for an initial term of one year with an option to renew, at UNLV/NSC's sole discretion, for an additional three (3), one-year periods. Contracts will have similar terms and conditions to the AIA form Contracts provided in Exhibit B. Proposers must review this contract and submit any exclusion with their proposal.

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

All quotes must be submitted on UNLV/NSC's Invitation to Quote (ITQ) for On-Call Projects Form. The successful Contractor for a project will be awarded a purchase order and notice to proceed for the project. If a Contractor is not interested in a particular job, a written reply should be submitted to the Project Coordinator explaining why they are not bidding. UNLV reserves the right to cancel Contracts if Contractors do not respond to the ITQs with a "no bid" response or if, in UNLV's sole discretion, 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 Contracts with new ones from other Proposers during the term of the contract and renewals for this solicitation. Replacement Contracts may be selected from Proposers who responded to this RFP but were not initially selected or a new solicitation may be processed.

Individual projects under this contract shall not exceed \$200,000 and the annual aggregate total for all projects shall not exceed \$500,000 per Contractor. The actual volume of work will depend solely on UNLV/NSC needs. This RFP or resulting contracts shall not be interpreted or construed as a commitment or a promise by UNLV/NSC to expend any specific sum of money for the services identified herein.

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

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

Separate contracts will be issued for (NSC) in order to utilize the awarded contractor services.

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/NSC shall elect to use this contract, Project Coordinator will prepare a Scope of Work following UNLV/NSC policies and the lowest responsive/responsible Contractor will be

issued a purchase order to perform work. The Contractor will prepare an acceptable quote on the ITQ based upon plans and/or a description. The ITQ shall be completed by the Contractor, listing a description of the work to be completed, materials required, unit price, estimated quantity, estimated hours per man-hour classification, total estimated cost, and project schedule. Site visits will be conducted as necessary. Contractor shall provide completed ITQ to Project Coordinator if the proposal is under \$25,000.00 those exceeding \$25,000.00 shall be delivered to the purchase department in a sealed envelope on the date and before the time identified on the ITQ. 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. Manufacture technical data and/or samples as required by Project Coordinator with the technical specifications and delivered to Project Coordinator within five (5) working days of Notice to Proceed. (as applicable)

Because coordination of permits, final inspections and the collection and updating of utility records fall within UNLV/NSC Facilities responsibilities, no work may be contracted without a Facilities 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. Contractor must report such violations to the attention of the UNLV/NSC project manager. **Violations may become the personal liability of the individual requesting such work and UNLV will be under no obligation to make payment.**
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, all work shall be coordinated with both the Project Coordinator and Facilities and the Site Administrator to avoid interference with any facility schedule.

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

5. **Response Time:** Contractor will be expected to respond to the approved work order within three (3) days for routine requests and within one (1) day for emergency requests, unless otherwise specified in the purchase order.
6. **Interrupting Services:** The Contractor shall coordinate the execution of all work within the building in order to minimize interference with the operation of existing mechanical, electrical, plumbing, and utility systems during construction or repair work. Connections to existing systems requiring the interruption of service within the building shall be carefully coordinated with the UNLV/NSC Facilities to minimize system down times. Absolutely no interruption of the existing services will be permitted without the prior approval of UNLV/NSC. A minimum of 72 hours' notice shall be given to Project Coordinator.
7. **Cancellation:** Failure to comply with the terms of the contract documents and/or unsatisfactory performance/product will constitute grounds for cancellation of the contract. If, after consultation between UNLV Planning & Construction, UNLV Purchasing Department, and the Contractor, 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 Project Coordinator or designee when each project is complete. UNLV/NSC shall then arrange for a prompt inspection by appropriate Project

Coordinators 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/NSC will issue a purchase order and notice to proceed. Itemized invoices, clearly referencing appropriate proposal pricing item number, purchase order and work order number, shall be submitted in accordance with the purchase order. UNLV/NSC reserves the right to require AIA pay applications.

When applicable, final invoice for each project shall be accompanied by all required guarantees, operations manuals and 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 that are \$100,000 or more. Certified payrolls must be submitted to the Project Coordinator.

UNLV/NSC reserves the right to hire a consultant for review of prevailing wage documents. Said consultant will contract directly with UNLV/NSC 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 electrical trade. Contractors are encouraged to submit other licenses as may be considered appropriate.

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 (UFC), 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/NSC final certificates of acceptance.

Contractor shall secure all permits and licenses for the required work and shall pay all fees in connection with such permits and licenses.

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. UNLV/NSC may also have specifications which may apply to any given project. UNLV/NSC specifications will be provided by the Project Coordinator 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/NSC.

15. **Inspections:** Contractor shall contact the Project Coordinator, when work is ready for inspection. Payment is contingent upon passing any inspection. UNLV/NSC will **not** reimburse Contractor for work/materials needed to remedy "no pass" work. UNLV/NSC may inspect projects at any time with or

without prior notification to the Contractor. Any work completed contrary to the requirements of the contract documents or rejected as unacceptable by UNLV/NSC shall promptly be corrected as may be applicable. The cost of this work shall be borne by the Contractor. The Contractor shall notify UNLV/NSC 24 hours in advance prior to requesting inspection.

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/NSC, any and all defective equipment, parts, etc., within 12 months after accepted by UNLV/NSC approval of final payment. This excludes normal maintenance and daily servicing of equipment which is UNLV/NSC'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 Project Coordinator.
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 Project Coordinator.
19. **Clean-up:** The Contractor shall keep the site reasonably 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:** Must follow UNLV/NSC Design Standards.
21. **Post Award Conference:** After contract award, the Contractor shall meet with Project Coordinator to outline procedures such as scheduling, paper flow, and inspections.

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). All materials shall be of equal or greater quality as compared to the original. Any manufacturer's data supplied with the materials shall be submitted to the Project Coordinator or designee. All materials shall be new and unused condition. However, if conditions would necessitate utilizing used/rebuilt materials, prior approval must be secured from the Project Coordinator.
2. **Procurement of Other Materials:** UNLV/NSC 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 Project Coordinator. Changes shall be made as mutually agreed or necessary.
3. **Specialized Equipment:** Some projects may require the use of special equipment (scissor-lift, scaffolding, ladders, etc.) If Contractor owns such equipment, Contractor should provide an inventory and quote pricing per hour, day, and week for the use of such equipment on UNLV/NSC projects. There may also be a need to rent such equipment. Provide a mark-up which shall be added to Contractor's actual cost in such events. A copy of the rental invoice shall be attached to the Contractor's invoice to substantiate charges.

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

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

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

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/pwppw.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 RFP. 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/NSC 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/NSC may prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable for any excess cost occasioned thereby. Any party receiving notice of termination of his contract or subcontract under the provisions of this section may appeal the finding to the State Labor Commissioner as provided in the Public Works Minimum Wage Act.

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

SECTION E

PROJECT EXPERIENCE FORM– ATTACH WITH TAB 3

Generally describe proximity to and familiarity with UNLV/NSC, particularly regarding painting projects. List any previous projects that have been completed at any UNLV/NSC 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:

1.1

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Prime Contractor contact information, with who the respondent was contracted to for painting and related construction services (name, phone, e-mail address):
- c. Electrical Engineer contact information (if applicable):
- d. Identify the nature of painting and related contracting construction services provided:
- e. Project Cost:
Contracted amount and final painting and related contracted construction cost:
Percent of change orders and reason for change:
- f. Completion Dates:
Scheduled:
Substantial:
Final:
- g. Project Manager:
- h. Project Superintendent:
- i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:

1.2

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Prime Contractor contact information, with who the respondent was contracted to for painting and related construction services (name, phone, e-mail address):
- c. Electrical Engineer contact information (if applicable):
- d. Identify the nature of painting and related contracting construction services provided:
- e. Project Cost:
Contracted amount and final painting and related contracted construction cost:
Percent of change orders and reason for change:
- f. Completion Dates:
Scheduled:

Substantial:

Final:

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

ADDITIONAL COMMENTS/REMARKS:

1.3

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Prime Contractor contact information, with who the respondent was contracted to for painting and related construction services (name, phone, e-mail address):
- c. Electrical Engineer contact information (if applicable):
- d. Identify the nature of painting and related contracting construction services provided:
- e. Project Cost:
Contracted amount and final painting and related contracted construction cost:
Percent of change orders and reason for change:
- f. Completion Dates:
Scheduled:
Substantial:
Final:
- g. Project Manager:
- h. Project Superintendent:
- i. Other Key Members (provide name and responsibility):

ADDITIONAL COMMENTS/REMARKS:

1.4

- a. Project Name and location, project type (new construction, renovation, addition, etc.), project size (s.f.):
- b. Owner contact information (Name, phone #, e-mail address):
- c. Prime Contractor contact information, with who the respondent was contracted to for painting and related construction services (name, phone, e-mail address):
- c. Electrical Engineer contact information (if applicable):
- d. Identify the nature of painting and related contracting construction services provided:
- e. Project Cost:

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Contracted amount and final painting and related contracted construction cost:
Percent of change orders and reason for change:

f. Completion Dates:

Scheduled:

Substantial:

Final:

g. Project Manager:

h. Project Superintendent:

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

ADDITIONAL COMMENTS/REMARKS:

1.5

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

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

c. Prime Contractor contact information, with who the respondent was contracted to for painting and related construction services (name, phone, e-mail address):

c. Electrical Engineer contact information (if applicable):

d. Identify the nature of painting and related contracting construction services provided:

e. Project Cost:

Contracted amount and final painting and related contracted construction cost:

Percent of change orders and reason for change:

f. Completion Dates:

Scheduled:

Substantial:

Final:

g. Project Manager:

h. Project Superintendent:

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

ADDITIONAL COMMENTS/REMARKS:

SECTION F
PRICING RESPONSE FORM

Project 1

Repaint a 400 sq. ft. office (8 ft. walls) with two windows (no trim), two doors and jambs (inside only), standard knock down texture, minimal patching and texturing (can texture), minor caulking, cleaning and sanding jambs and doors. 100% acrylic latex to be used on the walls (2 coats) and DTM on the doors and jambs. The baseboard is rubber cove base so no painting will be necessary, only protecting the baseboard and flooring. Furniture will need to be moved into the center of the room. All clean-up will be the responsibility of the contractor.

Project 2

Same physical office as described in Project 1. However the change in scope is the office is wallpapered. The wall paper is to be removed, walls skimmed where necessary, knockdown texture shot on the walls, Walls then prepped, primed and painted. All of the area not to receive texture will be protected; entire area will be cleaned at the end of the job. The same condition with furniture exists.

Project 3

Two bathrooms in one of the buildings on campus are being renovated. They have been taken down to bare studs, all the water, drains and electrical are in place. The women's restroom is 205 sq. ft. and the men's is 188 sq. ft. Both the ceiling and walls will need to be to sheet rocked, mudded, taped, textured, then painted in both these spaces, including the entrance door and jamb both sides.

Project 4

On the exterior of a building, there is a hole in the stucco where access was needed to make a repair within the wall. The stucco needs to be repaired to match existing stucco and then the entire wall needs to be repainted. The wall is 20 ft. by 40 ft. The patch is 2 ft. by 3 ft and it is not heavy texture but somewhat smooth but with bumps. The paint color will need to be matched as it's not on file.

5. Please provide the below information for the above projects:

- a. Cost for normal hour time.
- b. Cost for work on overtime.
- c. Cost for work on both normal time and overtime.
- d. Number of shifts for the project.
- e. Number of hours per shift on the project.
- f. Number of days the contractor will be on site for the project.

The above projects are hypothetical to allow UNLV to evaluate each vendors lead time, as well as fees based on the required turnaround times.

	Project 1	Project 2	Project 3	Project 4
Cost for project on normal time (M-F)	\$	\$	\$	\$
Cost for project using overtime only to complete the job as quick as possible. (After hours, weekends, holidays)	\$	\$	\$	\$
Cost for project using both normal time and overtime to complete the job as quick as possible.	\$	\$	\$	\$
Provide a cost plus percentage on materials	%	%	%	%

	Project 1	Project 2	Project 3	Project 4
Number of shifts for project				
Number of hours per shift				
Number of days for completion				
Number of Employees				

Hourly rate normal time (Monday-Friday 7 – 5am)	\$
Hourly rate for overtime (After hours, weekends, holidays)	\$
Overtime hourly rate (Including Weekends and Holidays)	\$

Contractor License Number_____

Contractors Name_____

EXHIBIT A



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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 500,000
	PROFESSIONAL LIABILITY PROJECT SPECIFIC (IF APPLICABLE)						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ENDORSEMENTS/SPECIAL PROVISIONS							

CERTIFICATE HOLDER

CANCELLATION

BOARD OF REGENTS NEVADA SYSTEM OF HIGHER EDUCATION 4505 MARYLAND PARKWAY LAS VEGAS, NEVADA 89154-1033	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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ACORD 25 (2014/01)

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