



Invitation To Quote

UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)
For On-Call Projects

Issue Date: _____

UNLV Project Name: _____

UNLV Project Coordinator: _____

☐ **QUOTES** must be returned no later than _____ PST (Time) on _____ (Date) by fax to
(702) 895-_____ or by e-mail, in PDF format, to _____.

☐ **QUOTES** for this Invitation are expected to exceed \$25,000.00. Quotes must be submitted in a sealed envelope to:
Purchasing Department, Room 235, Campus Services Building, or by mail to Box 451033, 4505 S. Maryland Parkway,
Las Vegas, Nevada 89154, no later than _____ PST (Time) on _____ (Date).
Faxed and emailed Quotes will not be accepted.

A **SITE VISIT** will be held on _____ (Date) at _____ PST (Time)

at Room # _____, _____ Bldg. Failure to attend site visit may result in the disqualification of Contractor's Quote.

The Project must be completed:

Within _____ calendar days of issuance of Purchase Order by UNLV.
or

No later than _____ (Date)

GENERAL SUBMITTAL INFORMATION

1. Contractor **MUST** submit their quote using THIS FORM provided by UNLV.
2. Any exceptions to any of the specifications or requirements of this quote must be noted in writing, and attached to the quote when submitted, UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there any exceptions to this quote?

YES

☐

NO

☐

3. UNLV reserves the right to reject any and all Quotes and to accept the Quote which, in its sole judgment, best serves the needs and requirements of UNLV.
4. Prices shall be in effect for sixty (60) days from date Contractor signs this Invitation to Quote.
5. For contracts over \$100,000.00, Successful Contractor will be notified by UNLV Purchasing that their Quote has been considered for award. Within (5) five business days from notice, Contractor will be required to provide a 100% **PERFORMANCE & PAYMENT BOND**. Notification on smaller awards will be made by the Project Coordinator.
6. Contractor must follow the requirements of NRS 338 as they apply to NSHE.
7. Unsuccessful contractors will be notified by email by the Project Coordinator once a selection is made.
8. A Purchase Order must be issued prior to the commencement of any work related to this Invitation to Quote.

9. In the event documents are not provided within the time requested, UNLV reserves the right to make award to the next lowest quote submittal. Any Contractor who submits a quote and fails to furnish requested item(s), in the time frame specified, may have its name removed from the list of Contractors from whom future Quotes would be solicited.
10. UNLV is committed to sustainable economic, social, and environmental practices in all operations in which the UNLV is involved. It is important that Contractors share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in any solicitation documents. 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).

SCOPE OF WORK

Those submitting Quotes to perform the work on this Project agree to provide all labor, tools, supplies, equipment, full time on-site supervision and transportation necessary to accomplish the Scope of Work as indicated below, in accordance with UNLV's Standard Purchase Order Terms and Conditions, any attached Special Conditions unique to this Quote, and/or the other construction documents contained in this Invitation to Quote. Procurement is also in accordance with Terms & Conditions of master contract between Owner and Contractor, in addition to this form.

If applicable, included construction documents are from _____ (Architect/ Consultant name),

pages _____ through _____

Scope of Work:

Liquidated Damages provided for in Article 2 of the master on-call construction contract for the delay in substantial completion are \$_____ per day for this project.

Liquidated Damages provided for in Article 8.3.6 of the master on-call construction contract for unapproved changes of Authorized Representatives are \$_____ for this project.

NEVADA SYSTEM OF HIGHER EDUCATION (NSHE) BUSINESS CENTER SOUTH (BCS)
TERMS AND CONDITIONS

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.

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.

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.

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.

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.

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.

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.

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.

INDEMNIFICATION

Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

INSURANCE

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

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.

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.

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.

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.

PURCHASE ORDER NUMBERS

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

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.

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.

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.

TERMINATION FOR DEFAULT

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

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.

CONTRACTOR'S PRICING SUBMITTAL

CONTRACTOR AGREES TO PERFORM THE WORK AS INDICATED IN THIS INVITATION TO QUOTE
FOR THE TOTAL SUM OF:

\$ _____

Contractor's Authorized Representatives for this project (required by Article 8.3.6 of the master on-call construction contract) are:

Safety Director: _____

Superintendent: _____

Project Manager: _____

List all Subcontractors performing work on this project. When the General Contractor will perform any or all of the work, list applicable license(s). All work performed on this project must be done by a properly licensed Contractor/ Subcontractor. Nevada Revised Statutes (NRS) 624.215 states, "A general building contractor shall not perform specialty contracting in plumbing, electrical, refrigeration, and air-conditioning or fire protection without a license for the specialty."

Subcontractor's Name and Address	Subcontractor's State of Nevada Contractor's License No.	Classification	Type of Work to be Done

The undersigned assumes full responsibility for, and attests to the accuracy and validity of, the information provided on this form.

DATE: _____

FIRM NAME: _____ FED. TAX I.D. NO. _____

FIRM'S ADDRESS: _____

CONTRACTOR'S LICENSE NO. : _____ CLASSIFICATION: _____

BUSINESS LICENSE NO.: _____

PHONE NUMBER () _____ FAX NUMBER () _____

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

Minority business concerns will be afforded full opportunity to submit quotes in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Please check the appropriate box below:

MINORITY BUSINESS TYPE

Minority Business Enterprise	<input type="checkbox"/>	Physically Challenged Business Enterprise	<input type="checkbox"/>	Women-Owned Business Enterprise	<input type="checkbox"/>
Small Business Enterprise	<input type="checkbox"/>	Veteran/ Disabled Veteran Business Enterprise	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>