

## Invitation To Quote

**For Projects for which cost is less than \$100,000.00**

Issue Date:

Project Name:

Project Manager:

Owner: Board of Regents of the Nevada System of Higher Education, on behalf of .

☐ A SITE VISIT will be held on (Date) at PST (Time), at .

Failure to attend site visit may result in the disqualification of Contractor's Quote.

☐ Electronic viewing of the site will be available on (Date) at PST (Time) via

..

Requests for information (RFI's) must be submitted in writing on or before (Date) at to

The Project must be completed by the Completion Date which shall be as specified in (1) or (2):

☐ (1) Within calendar days of issuance of Purchase Order by UNLV

**OR**

☐ (2) No later than (Date)

☐ QUOTES for this Invitation must not exceed \$25,000.00.

☐ QUOTES for this Invitation must not exceed \$100,000.00.

**QUOTES MUST be returned no later than PST (Time) on (Date) by email, in PDF format, to**

The subject line of the email should be labeled with the Project Name and Opening Date. The body of the email should  
**NOT** contain any pricing information or other substantive information relating to the Quote.

The official award of the Contract will be made by issuance of a Purchase Order.

### 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 Nev. Rev. Stat. 338, the Additional Terms, Summary of Work, any attached Special Conditions unique to this Invitation to Quote, other construction documents contained in this Invitation to Quote, and the Purchase Order (the "Contract").

If applicable, included construction documents are from  
Pages through .

(Architect/ Consultant name),

The Contractor shall perform the Work in accordance with the Contract and the approved schedule. This shall include compliance with all project planning, design, sustainability, operations and procedures standards of the Owner that are integrated into or referenced by the Contract. The Contractor will not deviate from these standards unless agreed upon in writing.

Contractor's Authorized Representative are:

Superintendent: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Safety Director: \_\_\_\_\_

Approved changes to contractor Authorized Representative and key staff will be by written notice to the Owner.

**CONTRACTOR'S PRICING SUBMITTAL**

1. CONTRACTOR AGREES TO PERFORM THE WORK AS INDICATED IN THIS INVITATION TO QUOTE  
FOR THE TOTAL SUM OF: \$\_\_\_\_\_

If this Invitation includes alternates, the following applies: UNLV may or may not select one or more alternates. If selected, alternates will be awarded in order of preference listed below. The low bid will be determined based upon the cumulative cost for the awarded items.

ALTERNATE# \_\_\_\_\_ \$\_\_\_\_\_

ALTERNATE# \_\_\_\_\_ \$\_\_\_\_\_

ALTERNATE# \_\_\_\_\_ \$\_\_\_\_\_

2. 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
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned assumes full responsibility for, and attests to the accuracy and validity of, the information provided on this form. Contractor is responsible for complying with all provisions of the Nevada Revised Statutes and Nevada Administrative Code that are applicable to a project of the Nevada System of Higher Education.

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: \_\_\_\_\_

Are there any exceptions to this quote? YES ☐ NO ☐ (If, yes please attach a separate sheet with detailed request)

#### **MINORITY BUSINESS TYPE**

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 and attach any certifications:

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"/>
Local business owned and operated by veteran with service-connected disability				<input type="checkbox"/>	

#### **GENERAL SUBMITTAL INFORMATION**

1. Contractor MUST submit their quote using THIS FORM provided by UNLV/NSC. **CONTRACTOR MUST BE QUALIFIED AS A BIDDER WITH THE STATE PUBLIC WORKS DIVISION OF THE DEPARTMENT OF ADMINISTRATION FOR THE COST CATEGORY REQUIRED FOR THE PROJECT. PLEASE REFER TO <http://publicworks.nv.gov/Bids/Bids/>.**
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 and Contracts Department shall be the sole judge of the acceptance or rejection of any exceptions.
3. UNLV/NSC 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/NSC.
4. Prices shall be in effect for sixty (60) days from date Contractor signs this Invitation to Quote.
5. Successful Contractor will be notified by the UNLV Purchasing and Contracts Department that their Quote has been considered for award. Within three (3) business days from notice, Contractor will be required to provide INSURANCE CERTIFICATE, in the form shown on <http://rms.unlv.edu/insurance-and-claims/insurance/certificates/website> (unless a current and proper certificate is on file with UNLV Purchasing Department). Upon receipt of the requested documents, the Contractor will be issued a Purchase Order.

6. CONTRACTOR shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds OWNER harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
7. Unsuccessful contractors will be notified by email by the UNLV Purchasing and Contracts Department once a selection is made and a purchase order issued.
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/NSC 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/NSC is committed to sustainable economic, social, and environmental practices in all operations in which the UNLV/NSC 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/NSC 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).
11. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation, apprenticeship.
- The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
12. Contractor must comply with the required provisions of preferential employment in construction of public works as set forth in the Nevada Revised Statutes. Any failure of refusal to comply with any of such provisions renders the contract void.
13. Contractor shall not substitute any of the named subcontractors without obtaining the consent of UNLV in accordance with the provisions of the NRS. Contractor shall forfeit such amounts required by the NRS for substitutions.
14. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to initiation of judicial action. If a demand for mediation is made and the party receiving the demand fails to file for mediation within thirty (30) days, then both parties waive their rights to mediate. Any applicable statutes of limitation or repose, and any time limits imposed by this Section 13.7, shall be tolled from the time notice of any claim is given, until 30 days after mediation is concluded or waived in writing. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
15. Each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.
16. Interest on outstanding amounts shall be payable as required by Nevada Revised Statutes Chapter 338.

17. Contractor and each Subcontractor must comply with the applicable requirements of Nevada Revised Statutes Chapter 338. To the extent a provision of this Contract is prohibited by the NRS it is hereby deemed modified to the extent necessary to comply with the provisions of NRS. To the extent a provision of the NRS is required to be inserted into this Contract it is deemed inserted.

18. In the event of a conflict between the terms and conditions of this ITQ and the NSHE BSC Terms and Conditions or AIA document, the terms and conditions of this ITQ shall prevail. The terms and conditions of this Contract prevail over the Quote submitted by Contractor unless otherwise set forth in the purchase order.

19. Contractor 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 Contractor hereby expressly consents to the jurisdiction of said court.

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## **SUMMARY OF THE WORK**

### **GENERAL CONDITIONS**

#### **1.01 WORK COVERED BY CONTRACT DOCUMENTS**

A. The Project Name and Scope of Work is provided on page 1 of this Invitation to Quote

B. Type of Contract: Fixed price.

#### **1.02 PHYSICAL COMPLETION DATE**

A. Physically complete the work within the time period specified on Page 1.

1. The time allocated for the performance of work under this contract includes 10 days for notifying the Contractor of the University's approval of the Agreement.
2. The issuance of a Purchase Order by UNLV's Purchasing Department constitutes the Contract Documents as a public record and notice to the contractor that a fully executed contract exists between the Contractor and the University.

#### **1.03 ITEMS NOT INCLUDED**

A. The following items shown on the drawings are not included in this Contract:

1. Items indicated "NIC" (Not in Contract).
2. Existing construction, except where such construction is to be removed, replaced, or altered.

#### **1.04 CONFINED SPACE**

- A. Comply with confined space and permit-required confined space as defined in Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).
- B. Indicated confined spaces are not intended to limit or define Contractor's or subcontractors' regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. Notify the Project Manager, in writing, of confined spaces created or eliminated during execution of the Work.
- C. Furnish, at no additional cost to the University personnel, as directed to allow the Project Manager to enter confined spaces and permit-required confined spaces in compliance with Title 29, Part 11910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

#### **1.05 LAYING OUT**

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Project Manager before commencing the Work.
- B. Lay out the Work in accordance with the Contract Documents.

- C. The Contractor shall examine the site and shall familiarize himself with all the conditions that may affect the Work. Failure to do so shall not lessen his responsibility or entitle him to additional compensation for work not included in the Documents.

#### **1.06 CUTTING AND PATCHING**

- A. The Contractor shall do all the required cutting patching and restoration in connection with the Work. All finishes and surfaces shall be restored to their original condition.

#### **1.07 CONNECTION TO ELECTRICAL EQUIPMENT OR SYSTEMS**

- A. Contractor will not be allowed to tie into electrical equipment or systems until UNLV Planning and Construction has reviewed and approved the connection.
  - 1. Submit written procedures through the Project Manager, detailing how the connection Work is proposed to be performed.
  - 2. After procedures have been approved, notify the Director's Representative at least 3 working days prior to the connection Work so that arrangements can be made to have the Project Manager witness the Work.

#### **1.08 CONTRACTOR USE OF PREMISES**

- A. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting.
- B. Work hours shall be as established by the Facility authorities through the Project Manager.
- C. Check in with the Project Manager, as directed, at the beginning of each workday. Furnish information regarding where employees will be working during the day.
- D. Comply with applicable federal and State of Nevada Right-to-Know Law provisions and supply copies of the appropriate Material Safety Data Sheets (MSDS) to the project Manager, and to UNLV Environmental Health and Safety.
- E. Do not diminish the level of life safety during performance of the Work.

#### **1.09 REFERENCE SPECIFICATIONS AND STANDARDS**

- A. Comply with the requirements of the various specifications and standards referred to in these specifications, such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.
- B. Permits: All licenses and permits necessary for the execution and completion of the Work, when applicable, and payment of all inspection and other applicable fees shall be included in Bid Price.
- C. All work shall conform to all Federal, State of Nevada, and Clark County codes and regulations, latest edition as applicable. If there are conflicts between local, State, and/or Federal regulatory requirements seek a consultation with the University. Resolve conflicts to satisfaction of the University prior to commencing the Work.
- D. Interim Life Safety Requirements:
  - 1. Ensure that exits provide free and unobstructed egress. Personnel shall receive training if alternate exits must be designated. Buildings or areas under construction must maintain escape facilities for construction workers at all times.
  - 2. Inspect means of egress in construction area daily.
  - 3. Ensure that fire alarm, detection, and suppression systems are not impaired. A temporary, but equivalent system shall be provided when any fire system is impaired.
  - 4. Ensure that temporary construction partitions are built-of non-combustible or limited combustible materials that will not contribute to the development or spread of fire.
  - 5. Provide additional fire-fighting equipment and use training for personnel.
  - 6. Prohibit smoking in accordance with facility policies and in, or adjacent to, all construction areas.
  - 7. Develop and enforce storage, housekeeping, and debris removal practices that reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.

8. Increase hazard surveillance of buildings, grounds, and equipment, with special attention to excavations, construction areas, construction storages, and field offices.
9. Train personnel when structural or compartmentation features of fire safety are compromised.

#### **1.10 USE AND POSSESSION PRIOR TO COMPLETION**

- A. The University shall have the right to authorize possession or the use of any completed or partially completed part of the Work. Before the University takes possession or uses any part of the Project:
  1. The Project Manager and the Contractor shall prepare a list of items of Work remaining to be performed or corrected on those portions of the Project that the University intends to take possession of or use;
  2. Failure to include on this list any item of Work clearly required to be performed by the Contractor, shall not relieve the Contractor of responsibility for complying with the terms of the Contract;
  3. The University's possession or use shall not be deemed an acceptance of any Work under the Contract Documents.
- B. While the University has such possession or use; the Contractor shall be relieved of the responsibility for loss or damage to the Work resulting from the University's possession or use.

#### **1.11 CLEANING UP**

- A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each workday and leave work areas broom clean. Locate containerized rubbish where directed.
- B. Remove piled rubbish from University property at least once a week or more often if the rubbish presents a hazard. Properly dispose of rubbish. Burning of the rubbish is not permitted.

#### **1.12 A. WARRANTY**

The Contractor warrants that all materials, equipment, and workmanship furnished by him to be free from all defects and shall agree to replace at his own expense at any time within one (1) year from the notice of Substantial Completion, all defective parts and work that may be found. He shall also guarantee to repair with similar materials any existing conditions that are damaged during the course of Work. Contractor 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/UNLV/NSC. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

#### **1.13 Pandemic Requirements: COVID-19**

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

#### **1.14 Site Walk Alternative Format**

Any electronic medium utilized and made available with respect to site walks is for informational purposes and is not part of the contract documents.

## **Additional Terms**

### **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/UNLV/NSC 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) anon-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/UNLV/NSC 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/UNLV/NSC be required to pay more than Contractor's actual cost of labor and supplies consumed to the point of cancellation.

### **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 Contractor fails to deliver on time, NSHE/UNLV/NSC reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

### **HAZARDOUS MATERIALS**

Contractors 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. Contractor 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**

Contractor, shall indemnify, defend and hold harmless NSHE/UNLV/NSC 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 Contractor 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 Contractor's performing work on NSHE/UNLV/NSC 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.

### **PRICE WARRANTY**

Contractor 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 Contractor reduces its price(s) for such items or services during the term of this order, Contractor agrees to reduce the price(s) hereof accordingly. Contractor 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/UNLV/NSC.

### **PROMPT PAYMENT DISCOUNT**

Contractor'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/UNLV/NSC 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 Contractor 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, Contractor 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.

### **TERMINATION FOR DEFAULT**

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