



**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 620-RB
FOR ON-CALL FLOORING CONTRACTOR**

RELEASE DATE: Thursday, August 7, 2014

LAST DAY FOR QUESTIONS: Thursday, August 14, 2014 5:00pm PST

LAST DAY FOR ADDENDA : Tuesday, August 19, 2014 5:00pm PST

OPENING DATE, TIME and LOCATION: Thursday, August 28, 2014 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
Office: (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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UNLV RFP 620-RB

EXHIBIT A

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SECTION A
INTRODUCTION

1. PURPOSE OF REQUEST

UNLV and NSC invite interested parties to submit a Proposal for an On-Call Flooring and Carpet Repair and Installation. Wherever in this request, it refers to "UNLV" or "NSC", the intent is the provision, requirement, and/or condition shall apply to, refer to, or is a requirement of either UNLV or NSC equally and interchangeably. As such, wherever the RFP refers to "UNLV" it is meant to also apply to NSC. Separate Contracts will be executed for each institution.

Contractor(s) will be providing turn-key carpet and tile installation and repair services. The actual volume of work will be based solely on UNLV and NSC's needs. This RFP or resulting Contracts shall not be interpreted or construed as a commitment to expend any particular sum of money.

It is UNLV and NSC's intent to establish an on-call carpet and tile installation and repair Contractor(s). Separate purchase orders would be issued for each project under this Contract. Multiple purchase orders will be issued for the Contract period as required. Selected Contractor(s) must be licensed in the State of Nevada and have the insurance required per this RFP.

Over the past four years UNLV and NSC has spent approximately \$600,000.00 on these type projects. However, UNLV and NSC do not guarantee a maximum or minimum dollar amount of work under this RFP or resulting Contract. The maximum amount annual to be spent on this contract will not exceed \$200,000.00 and any individual job will not exceed \$100,000.00.

Proposers should ensure they read the entire RFP document so as not to miss any request for reference material pertaining to the requirements in this solicitation. Failure to include information may result in a Proposer being considered non-responsive.

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.
PRICING RESPONSE FORM	Pricing response form submitted in Section E defining the cost offered by the Proposer.
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 or Royalty Fee 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 thirty (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 faxed 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/NCS 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/NSC 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 Contract (**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/NSC 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. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this RFP, all Proposals will be opened publicly and the name of the 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) 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 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/NSC'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/NSC.
- 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, References, Background	35
2. Quality and Reliability	25
3. Cost/Fees	40
Total Possible Points	100

1. Experience, References and Background:

a) Proposer shall supply a minimum of three references. List the names, addresses and telephone numbers of business references for whom work has been accomplished that is similar to the services requested in this RFP for the last three years. The Proposer must grant permission to UNLV to contact the references. Do not include UNLV/NSC as a reference. Furnishing incorrect or incomplete reference information may lead to Proposers 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.

b) State the name, title or position, and telephone number of the individual who would have primary responsibility for a Contract resulting from the RFP.

c) Identify names, responsibilities and qualifications of staff that will be assigned to provide services as described in this RFP. Provide background for each of the named staff, which includes information on the individual's particular skills, education, experience, significant accomplishments, professional affiliations, licenses, training certificates, and any other pertinent information. The Proposer must make a commitment that the staff identified in its proposal will be actively involved in performing the assigned work. Any staff substitutions must have prior written approval of UNLV.

d) Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential Contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level management.

e) Provide a brief narrative describing the history of your firm. List applicable business and contractor's licenses. Identify the number of employees in your firm, the ownership and if the

company has ever filed bankruptcy, been in loan default, or if there are any pending liens, claims or lawsuits against the firm.

f) Provide a statement of qualifications describing your firms' knowledge and experience in the following:

- Capacity to carry out and complete projects as they are proposed;
- Ability to effectively troubleshoot and repair flooring both tile and carpeting;
- Demonstrate firm's financial condition/stability;
- Documented experience in a similar type environment.

g) Describe if your firm has had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance due to the Proposers non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Proposer's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Proposer in the past five years.

2. Quality and Reliability Analysis:

a) Provide Business policies or standards for:

- Duration of warranties on workmanship and products;
- Frequency and extent of maintenance required;
- Ease in which renovations can be performed;
- New applications to be used and how compatible they will be with existing applications.
- Turnaround time in which repairs will be accomplished.

3. Cost/Fees:

a) Specify cost/profile hourly rate (inclusive of all overhead and exclusive of tax). The Successful Proposer will be required to submit in writing for UNLV's approval a not-to-exceed amount for each project based on the established hourly rates and fees.

b) If the hourly rates and fees are to change in subsequent yearly contract renewals, indicate the maximum annual increase per year, expressed as a percentage. Cost increases/adjustments will only be reviewed once a year at time of renewal. If Contractor requests a price adjustment/increase supporting documentation must accompany the request. UNLV shall determine whether a price increase will be allowed or not.

c) Provide overall cost (including but not limited to all rates, overtime, direct and indirect costs), use attached Pricing Response form (Section E).

Technical and Price proposals must be submitted in separate, sealed envelopes. Note: no cost information is to be included in the Proposer's technical proposal. The Technical and Cost proposal envelopes should be submitted together in a single sealed package/envelope

Services required by this RFP for which the Successful Proposer does not identify costs will be borne at the Proposer's expense and will not be charged to the University.

The contents of proposals shall not be publicly disclosed during the evaluation process.

3. **LATE PROPOSALS**

Formal, advertised Request for Proposals indicate 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.

4. **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.

2. **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 reserves the right 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 four (4) one (1) year renewal 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 Contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the Contract, will be included in a more extensive and detailed Contract that results from this RFP. If Proposer takes exception to the 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/NSC 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/NSC 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/NSC 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**

If a successful Proposer fails to furnish any item at the price specified in this RFP, 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 Proposals 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. **FREIGHT TERMS**

- a) Successful Proposer must ship goods using UNLV FED EX account number. Prices submitted must not include freight.
- b) Any Proposal submitted with alternate shipping terms other than as stated above may be cause for disqualification of the Proposal.

11. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be made at destination.

12. **PAYMENT TERMS**

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

13. **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.

14. **PROTESTS**

Any Bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within 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.

15. **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.

16. **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.

17. 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.

18. 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/NSC 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/NSC 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.

EXHIBIT A
SECTION D
SPECIFICATIONS

1. Supply Flooring (Carpet, Tile, VCT, or other standard or specialized floor covering):
 - Carpeting type and colors will vary;
 - Tile type is ceramic, sizes are 12" and 16" and colors will vary.
 - Multiple colors are desired. However, acceptance of a specific color is at UNLV's sole discretion.
 - Colors not to be used include: blue, pink, and very light or pastel colors.
2. Supply Cove Base (both standard and specialized sizes and colors)
 - Standard sizes and colors will vary;
 - Specialized sizes and colors will vary.
 - Multiple colors are desired. However, acceptance of a specific color is at UNLV's sole discretion.
 - Colors not to be used include: blue, pink, and very light or pastel colors.
3. Moving existing furniture
4. Remove existing flooring
5. Disposal of existing floor
6. Floor Preparation
7. Install all flooring system
8. Provide quote within 48 - 72 hours (may include site visit)
9. Emergency repair of carpeting or flooring within 3-5 days.
10. Provide warranty and product care information on materials purchased and/or installed.
11. All workers to include any subcontractors on site must act in a professional manner at all times and work must be performed with minimum disruptions and at a date/time mutually agreed upon between the two parties (Contractor and UNLV).
12. Provide warranty on installation for a period of one year. Cost of all work performed pursuant to warranty, including costs for labor, material inspection and shipping to and from the University or College shall be borne exclusively by Contractor.
13. Successful Proposers shall be required to check with UNLV Environmental, Health, and Safety Directorate to ensure that work area has been checked and cleared of all asbestos prior to work commencing.

EXHIBIT A
SECTION E
SAMPLE PROJECTS/FEE RESPONSE FORM

Project 1

1. Remove the existing floor covering down to the substrate and prepare the surface as needed to accept the installation of new carpet.
2. The carpet to be installed shall meet or exceed the following physical properties.
 - a. Style Name - New Basic 26
 - b. Product Type - Broad Loom
 - c. Construction - Tufted
 - d. Surface Appearance - Level Heathered Loop
 - e. Nylon Type - Color strand SD Nylon
 - f. Gauge - 1/10 (39.37 rows per 10cm)
 - g. Pile Weight - 26.0 oz. per sq. yd. (882 gm²)
 - h. Pile Thickness - .137" (3.48 mm)
 - i. Stitches per Inch - 10.3 (40.55 per 10 cm)
 - j. Dye Method - Solution Dyed
 - k. Protective Treatment - Sentry Plus
 - l. Density - 6.832
 - m. Weight Density - 177.632
 - n. Primary Backing - Woven Polypropylene
 - o. Backing Foundation - Single Primary
 - p. Secondary Backing - Woven Polypropylene
 - q. Pattern Repeat - None
 - r. Width - 12"
 - s. Flammability - ASTM E648 Class 1 (Glue Down)
 - t. Smoke Density - ASTM E 662 Less Than 450
 - u. Static Propensity - AATCC-134 Under 3.5 KV
 - v. IAQ Green Label - 14148216
 - w. IAQ Green Label Plus - 8216
 - x. CRI Rating - Severe Traffic
 - y. Warranty - Lifetime Limited Wear Warranty.
3. The area to be carpeted is the office at CBC- B121 and the hallway to the immediate east of the office. The area dimensions are 10' x 13' office and hallway that is 5' x 90' with an 8' x 6' bump out.
4. All debris is to be removed and disposed of by the Contractor.

Project 2

1. Remove the existing floor covering down to the substrate and prepare the surface as needed to accept the installation of new tile.
2. The VCT to be installed shall meet or exceed the following physical properties.
 - a. Tile 12" wide X 12" length.
 - b. Gauges 1/8" overall (nominal)
 - c. Specs. ASTM F1066 Class 2 - Through Pattern
 - d. Durability 1/8" - Very Good
 - e. Fire Test Data ASTM 648 Critical Radiant Flux Class I - 0.45 or more watts/cm². ASTM E 662 Smoke Development 450 or less numerical flammability ratings alone may not define the performance of the product under actual fire conditions. These ratings are provided only for use in the selection of products to meet the specified limits.
 - f. Maintainability - 1/8" good
 - g. Resilience 1/8" good
 - h. Static Load Limit ASTM F970 125 psi

3. The area to be tiled is the office at CBC- B121 and the hallway to the immediate east of the office.
The area dimensions are 10' x 13' office and hallway that is 5' x 90' with an 8' x 6' bump out.
4. All debris is to be removed and disposed of by the Contractor.
5. Please provide the below information for both of the above projects:
- a. Cost for a twenty-four hour turnaround time.
 - b. Cost for a forty-eight hour turnaround time.
 - c. Number of shifts for the project.
 - d. Number of hours per shift on the project.
 - e. Number of days the contractor will be on site for the project.

Both of the above projects are hypothetical to allow UNLV to evaluate each vendors lead time, as well as fee's based on the required turnaround times.

	Project 1	Project 2
Cost for 24 hour turnaround job commencement (M-F)	\$	\$
Cost for 48 hour turnaround job commencement (M-F)	\$	\$
Provide a cost plus percentage on materials	%	%

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

Hourly rate for 24 hour turnaround (Monday-Friday 7 – 5am)	\$
Hourly rate on 48 hour turnaround (Monday – Friday 7 – 5am)	\$
Overtime hourly rate (Including Weekends and Holidays)	\$

Provide a percentage mark-up on supplies_____%

Provide a percentage mark-up on carpet_____%

Provide a percentage mark-up on tile_____%

CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)		
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
*REQUIRED INSURANCE						
INSURED			COMPANY A			
			COMPANY B			
			COMPANY C			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIST 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 HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EFF DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/CP AGS	\$1,000,000
	<input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION AND COLLAPSE				FIRE DAMAGE (ANY ONE FIRE)	\$
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (ONE PERSON)	\$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$500,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	\$
	<input type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$
	EXCESS LIABILITY					\$
	<input type="checkbox"/> UMBRELLA FORM					\$
C	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$100,000
					DISEASE POLICY LIMIT	\$100,000
					DISEASE - EACH EMPLOYEE	\$
	PROFESSIONAL LIABILITY (IF APPLICABLE)				PER CLAIM	\$500,000
					MINIMAL AGGREGATE	\$1,000,000
Board of Regents, and the Nevada System of Higher Education						
CERTIFICATE HOLDER / ADDITIONAL INSURED			CANCELLATION			
Board of Regents Nevada System of Higher Education 4505 Maryland Parkway Las Vegas, NV 89154			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
			AUTHORIZED REPRESENTATIVE			

* Sample certificate of insurance includes copyrighted material of ACORD Corporation with its permission.