



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

**REQUEST FOR PROPOSAL 581-RB  
FOR PEST CONTROL SERVICES**

**RELEASE DATE:** Tuesday, September 3, 2013  
**PRE-BID MEETING AND MANDATORY SITE-WALK** Monday, September 9, 2013 at 9:00 AM  
Campus Services Building Room 235  
**LAST DAY FOR QUESTIONS:** Friday, September 13, 2013 5:00 PM Local Time  
**LAST DAY FOR ADDENDA :** Thursday, September 19, 2013 5:00 PM Local Time  
**OPENING DATE, TIME and LOCATION:** Thursday, September 26, 2013 3:00 PM Local Time  
**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](mailto: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](mailto:Supplier.Registration@unlv.edu).**

<b><u>TABLE OF CONTENTS</u></b>	<b><u>PAGE</u></b>
SECTION A: Introduction	3
SECTION B: Submission Instructions	5
SECTION C: General Terms and Conditions	10
SECTION D: Scope of Work/Specifications	16

UNLV RFP 581-RB

SECTION E: Pricing/Royalty Fee Response Form

20

SECTION F: RFP Response Form (**ATTACH PDF**)

SECTION G: List of Subcontractors/Tier 2 Suppliers (**ATTACH PDF**)

EXHIBIT A: Sample Certificate of Insurance

EXHIBIT B: Sample Contract

**SECTION A**  
**INTRODUCTION**

1. **PURPOSE OF REQUEST**

UNLV invites interested parties to submit a Proposal for pest control services for varies campuses located throughout the Las Vegas area.

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.
ROYALTY OR PRICING RESPONSE FORM	Proposer form submitted in Section E defining the royal percentage payments for Proposer ("Proposer Payment") and the related royalty fee payments to UNLV ("UNLV Royalty Fee").
GENERAL TERMS	By submitting a Proposal, you and all respondents (as applicable),

UNLV RFP 581-RB  
AND CONDITIONS

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

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 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 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 sample 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 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 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) 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’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:

<b>Weighted Evaluation Criteria</b>	<b>Possible Points</b>
1. <b>Experience &amp; References</b>	<b>30</b>
2. <b>Program Plan</b>	<b>20</b>
3. <b>Employees &amp; Supervision</b>	<b>10</b>
4. <b>Price</b>	<b>40</b>
<b>Total Possible Points</b>	<b>100</b>

**1. Experience & References 30 Points**

The Proposer should provide the following information about his/her company so the UNLV can evaluate the Proposer’s stability and ability to support the commitments set forth in the response to the RFP. UNLV at its option may require the Proposer to provide additional documentation to support and/or clarify the requested information. The Proposers outline of the company’s background should include:

- A. Resume of the firm’s experience. How long the company has been in business? List and describe the relevant services and contracts provided to universities or other similar establishments. Include all relevant experience, size of facilities, and length of service in years for specific companies or institutions.
- B. Describe specific relevant experience with residence halls, food service facilities, research spaces, classrooms and office areas. Estimate sizes in square footage, populations served and other measures of facility size to assist in evaluation.
- C. 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 Offeror’s non-performance or poor performance or if the issue was either (a) not litigated due to inaction on the part of the Offeror, or (b) litigated and such litigation determined that the Offeror was in default. Submit full details of their terms for default including the other parties’ name, address and telephone number. Present the Offeror’s position on the matter as well. UNLV will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. Indicate as well if no such termination for default has been experienced by the Proposer.

- D. The Proposer will provide five (5) client references. References will include the following: company name, address, telephone number, fax number, email address, primary contact name, type of service provided and duration. Proposer will give UNLV permission to contact the references and request relevant information as it pertains to the RFP and the services requested.

**2. Program Plan**

**20 Points**

- A. Describe your firm's proposed plan to provide pest control services to the various locations identified in the scope of work. Please include a description of how your firm proposes to handle this workload including the number of technicians assigned, method of pest control, proposed schedule and frequency of visits. Describe a proposed typical work schedule that your company feels is appropriate for the locations identified in the scope of work.
- B. Describe how your company measures performance with respect to the quality of pest control that is provided. Discuss in detail your company's system of quality control and how this would be used specifically for adjusting building work schedules discussed in item "A" above to ensure quality of service.
- C. Describe in detail the steps your company takes to rectify problems or resolve a quality control issue reported to you by a customer.
- D. Describe anticipated response times for emergency call-outs, especially where bees and wasps are concerned.
- E. Describe the methodology you employ to control pests. Be sure to indicate how your methodology complies with LEED standards set forth by the United States Green Building Council.
- F. What alternate treatments would your company recommend in areas where LEED approved treatments are not working?
- G. What is the preferred method for contacting your company with regard to call-outs? Will it be possible to contact a technician directly from a call-out list in cases of urgent or emergency call-outs? How long is the estimated response time for a technician to be on-site?

**3. Employees & Supervision**

**10 Points**

- A. List all current personnel by name that your company intends to utilize on this specific contract. List applicable certifications, training and average experience of the employees that will be providing the services.
- B. List current supervisors and other management personnel by name that would be dedicated to this specific contract. List years of total relevant experience, training, educational background and years with your company.
- C. Describe the process your supervisors and management personnel use to monitor and measure the work activities of your personnel. Include level of supervision provided in terms of hours per day, productivity measures checked, etc.
- D. Include an organizational chart for your company as it relates to the personnel that would be providing services specified in this RFP.



- E. Describe ongoing specific training programs provided to your personnel; include time intervals between key training initiatives.
- F. What special skills, training, education or other advantageous relevant experiences would be represented by personnel that you intend to use on this specific contract?

**4. Price**

**40 Points**

Proposers are instructed to provide their fees per the Pricing Response Form, Section E. Proposers should submit one original and one electronic copy on CD or flash drive, of their Pricing Proposal.

Technical and Pricing 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 Pricing proposal envelopes should be submitted together in a single sealed package/envelope.

**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.

**5. 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 on a multi-year basis and, if in the best interest of UNLV, 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 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) The terms and conditions contained in the attached Contract sample 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.
- g) 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

UNLV RFP 581-RB

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.

- h) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain goods or services at the agreed upon price(s) throughout the term of the resulting Contract with the authorization of the successful Proposer(s). UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

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.

UNLV RFP 581-RB

- 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 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.

**Price Escalation**

- 1) Cost increase/adjustments will only be reviewed at time of renewal.
- 2) Contractor shall send a notice requesting an increase a minimum of sixty (60) days prior to the expiration of the current Contract.
- 3) UNLV alone will determine whether a price increase will be allowed.
- 4) If a Contractor requests a price adjustment/increase, supporting documentation must accompany the request.
- 5) Any allowable price increases will take effect at the beginning of the new term.

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 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**

- (A)** The service provided shall include Initial service, Preventive service, Service for specific problems, and any required Follow-up or Emergency services. The service shall provide for the prevention, extermination and control of insects and rodents prevalent in the area and generally common to food and lodging installations. Such service shall include but not be limited to the eradication and control of such pests as cockroaches, ants, crickets, flying ants, white flies, silverfish, black widow spiders, scorpions, bees, wasps, termites, mice and bird treatment. Service shall be provided to building perimeters, entrances, hallways, offices and other inside areas of facilities listed in (Section E).
- (1)** Initial service shall include a thorough inspection of the premises to locate any infestations and intensive treatment made to eliminate any existing problems during the first month of the contract.
  - (2)** Preventive service shall be routine services provided on a regularly scheduled basis.
  - (3)** Services for Specific Problems shall encompass call-outs for specific pest problems and issues at specific locations. Emergency service shall be required when infestations are discovered by University personnel. Contractor will be expected to respond within two hours to the call-out and address the issue within a 24 hour period following contact. Service shall be requested by an authorized representative of the University.
  - (4)** Follow-up service shall include re-inspection of the affected area and treatments rendered during call-outs for specific problems and/or emergency call-outs to insure the problem or issue was satisfactorily addressed during the first visit. Re-treatments would be required or alternate treatment methods employed should the problem or issue persist.
- (B)** Services shall be rendered using an Integrated Pest Management Program approach that employs the use of “green” methodologies, which comply with LEED standards as set forth by the United States Green Building Council. If at any time a pest problem persists and is resistant to this type of treatment, suggested alternative treatments must be presented to the appropriate Facilities authority first for approval prior to their use. Such alternatives are to be considered on a case-by-case basis only and every step possible will be taken to insure their safe use, that prior notice if given to all affected parties, that all personnel, experiments, research activities, food products and equipment are protected, and that use is limited to the smallest area and extent possible.
- (C)** Contractor may be called upon to render services outside the scope of this contract. Such work would require an approved cost estimate.
- (D)** Contractor shall normally provide service between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday (State of Nevada holidays excluded), or as otherwise directed. Contractor will provide, and bear the costs of all labor, materials, equipment and transportation necessary for pest control service.
- (E)** The University owns/operates various locations throughout Southern Nevada and is likely to continue acquiring these sites for the foreseeable future. Some locations could be as far as several hours drive from Las Vegas. The Contractor could be requested to service one or more of these locations, either as a one-time service or for a stated length of time, throughout the duration of the contract. Additionally, there maybe local facilities not identified in Section E of the pricing response form that may require pest control services. Whenever these situations occur, an approved cost estimate will be required before beginning work.



- (F) The equipment and materials used in pest control shall conform to all applicable federal, state and local ordinances and laws and shall be acceptable to the University. Prior to the first use of any chemical, pesticide or rodenticide, the Contractor shall provide MSDS statements to the University for approval. All pest control work shall be performed in a safe manner and in accordance with the most effective scientific pest control procedures. Special care shall be exercised in the use of liquid insecticides in areas having asphalt, mastic or linoleum type flooring. Granular-type applications are preferred where possible.
- (G) All service technicians shall be uniformed and have proper identification. Contractor's vehicles shall be clearly marked for ready recognition by University security personnel. The Contractor shall provide documentation for all service technicians indicating that they have been trained according to OSHA requirements and that they are certified to apply pesticides. Contractor will be responsible for purchasing parking passes for all company vehicles.
- (H) **INSURANCE:** The Contractor will maintain insurance coverage at all times during the term of this agreement. A certificate of insurance must be provided that shows coverage, as a minimum, the amounts listed on the sample certificate in Exhibit "A".
- (I) **PERSONNEL:** Contractor shall, at all times, employ and maintain an adequate staff for consistent and efficient operation of all services specified. The University may, at any time or from time to time and for any reason whatsoever, notify Contractor that it will no longer accept services performed by any one or more of Contractor's employees. The University shall have no obligation to disclose to Contractor the reasons for any such notice. In the event of such notification, Contractor shall promptly remove such employee or employees from the University's premises and take immediate steps to insure that its performance will not be impeded. Contractor shall also provide sufficient backup in times of staff shortages due to vacations, illnesses, and inclement weather.
- (J) **INVOICING:** Billing will be processed on monthly bases and separated by the locations identified below: UNLV Main Campus, Athletic Facilities, Student Affairs Facilities and Shadow Lane Campus. The billing will provide a description of the type of service being billed and the dates of service.

## Typical Service Routine

### Main Campus Facilities

A minimum of two service trips per week on Tuesdays and Thursdays are required, but more may be needed depending on the nature of pest issues, number of service calls encountered, or ability of Contractor to handle work load. Preventive maintenance and services for problem areas are addressed at this time. Prior to beginning service, work orders for problem areas are collected by the Contractor's personnel from the UNLV Facilities Help Desk. Required follow-up actions noted during previous visits will also be given to the Contractor at that time. When responding to specific customer issues, Contractor will collect a customer signature once service has been completed. Contractor will check-out again with the Help desk upon completion of daily work to report on areas serviced and indicate any follow-up actions that are required. All main campus buildings will be completely serviced once a month with services for specific problems, emergency services, and follow-up services addressed as required.

**Thomas & Mack Center (TMC), Cox Pavilion (CPB) and Sam Boyd Stadium (SBS)**

The Contractor will provide Monthly Preventive Service as described below. At any time that infestations are discovered, inside or perimeter, the Contractor shall provide "emergency" service as requested by authorized TMC/SBS personnel.

**1. Thomas and Mack Center and Cox Pavilion**

Preventive Services will be rendered routinely once each month. Service shall be scheduled monthly with the designated TMC/CPB Employee to assure that service is done during a non-event day. Service shall be for both the exterior and interior of the building. The interior areas include kitchen concession stands and other food storage areas which will require service with chemicals that are approved for use in food service, food-handling environments. Other interior areas include the concourse, arena, VIP box offices, restrooms, custodian storage areas, mechanical areas, meeting rooms, satellite rooms, hallways, entrances and all office areas. Additionally, there is a separate maintenance yard consisting of three (3) metal buildings.

**2. Sam Boyd Stadium**

Preventive Services will be rendered routinely once each month. Service shall be scheduled monthly with the designated SBS Employee to assure that service is done during non-event day. Service shall be for both the exterior and interior of the building complex. The interior areas include kitchen concession stands and other food storage areas which will require service with chemicals that are approved for use in food service, food-handling environments. Other interior areas include the concourse, stadium, press box, tower suites, rebel store, restrooms, storage areas, locker room, hallways, electrical and mechanical rooms, entrances and all office areas. Additionally, there is one (1) separate metal building.

-The environment lends itself to a variety of insect manifestations; bees, wasps, scorpions, black widows, roaches and mice.

- The Tower, which is approximately 50,000SF, includes office areas, break room, 16 Suites, 5 pantry's, work rooms, storage rooms, mechanical rooms, a Club Level and 9 restrooms.

- The concourse, includes 18 concession stands, 10 large restrooms and 2 small, a commissary, Team Store, novelty room, storage spaces, Event Ck. In area, 3 ticket offices, a police office, mechanical rooms, vendor rooms, 2 first aid rooms, 2 count rooms, 3 IDF rooms,

- The Team house, includes 2 locker rooms, 4 coaches rooms, an Officials room, mechanical rooms, shower areas, equipment storage areas, meeting rooms and 2 training rooms.

- The Warehouse, 120'X80' w/ offices, storage spaces and mezzanine w/ break area.

- Power spraying of exterior walkways, concourse interior walls shall also be done during regular service.

- A wide use of traps, bait, etc. have been employed.

As a general rule, it has typically been an 8 hour day for one man to completely go through the stadium and all its associated components.

**3. Other Athletics Facilities**

Preventive Services will be rendered following the same routine once each month as with other campus facilities. Service shall be for both the exterior and interior of the building with special attention given to problem areas as called in by facility occupants.

**Student Affairs Facilities**

Contractor will provide service during normal University business hours and must be uniquely identifiable and carry ID at all times. Each site, whether managed by UNLV or a Contractor, will provide a staff member to act as coordinator. During the initial visit, the site staff member will specify to the Contractor the manner in which they prefer to be contacted and the process they will follow during each visit. Contractor must follow established Facility Management protocol to access an internal space after normal business hours or on weekends

At a minimum, the Contractor will visit these facilities weekly to address preventative measures where necessary. They will coordinate with a site staff member at the beginning of each service visit to receive updates and information on areas of concern. Upon completion of work, the Contractor will review services provided with the site staff member and get the service receipt signed by them.

**Shadow Lane Campus**

Preventive Services will be rendered routinely once each month. Service shall be scheduled monthly with the designated Facilities Help Desk employee at the Shadow Lane Campus. Service shall be for both the exterior and interior of the building complex. The interior areas include Bio-tech, Research, Dental Clinic, Training and Education environments and food storage areas that will require service with chemicals that are approved for use in these areas. Other interior areas include restrooms, storage areas, hallways, electrical and mechanical rooms, entrances and all office areas. There are four (4) separate buildings to service on the Shadow Lane Campus located at Charleston & Shadow Lane.

**PRICING RESPONSE FORM**

The pricing should reflect the monthly charges associated with servicing the buildings and locations identified below.

**UNLV Main Campus**

ABBV	NAME	SF	# STRUCTURES	PRICE
ALB	Accelerator Lab Building	600	1	
ARC	Paul B. Sogg Architecture	76000	1	
ASC	Academic Success Center	8717	1	
BDC	Bennett Development Center	7303	1	
BEH	Frank and Estelle Beam Hall	115000	1	
BHS	Rod Lee Bigelow Health Science	81697	1	
BMC	Beam Music Center	35090	1	
BPB	Robert L. Bigelow Physics	70716	1	
BSL	Boyd School Of Law	87250	1	
BTH1	Information Booth 1 (near FTC)	25	1	
BTH2	Information Booth 2 (near TAC)	25	1	
CBC	Harter Classroom Building Complex	152330	3	
CDC	Central Desert Complex	43200	12	
CEB	Carlson Education Building	100400	1	
CEB/HEA	Holbert H. Hendrix Auditorium	4038	1	
CEE	Controlled Ecological Enclosure	2649	1	
CHE	Chemistry Building	47787	1	
CSB	Campus Services Building	80000	1	
EPA	Environmental Protection Agency	91702	5	
FDH	Flora Dungan Humanities	106313	1	
FMA	Facilities Management Admin.	9200	1	
FND	Foundation Building	21000	1	
FRA	Maude Frazier Hall	489	1	
GRA	Archie C. Grant Hall	37125	1	
GRS	Graduate Art Studio	4115	1	
GUA	Greenspun College of Urban Affairs	121000	1	
HCH	Artemus W. Ham Concert Hall	51100	1	
HFA	Alta Ham Fine Arts	83972	1	
HOU	Houssels House	2500	1	
HWB	Herman Westfall Business Svcs.	24710	1	

JBT	Judy Bayley Theatre	32200	1	
LBC	Lynn Bennett Childhood Dev Ctr	23200	6	
LFG	Lilly Fong Geoscience	27360	1	
LLB	Lied Library Building	301600	1	
MCB	Moot Court Building	6660	1	
MPE	Paul McDermott Physical Ed.	141314	2	
MSM	Marjorie Barrick Museum/HRC	75502	2	
OM1	Paint Shop	1800	1	
OM2	HVAC Shop	1800	1	
OM3	Multi-Craft Shop/Warehouse	10000	1	
OM4	Custodial Shop	1800	1	
PAR	Paradise Campus (Formerly TLS)	43560	5	
PCT1	Paradise Campus Trailer #1	3550	1	
PKG1	Parking Garage (Cottage Grove)	450140	1	
PKG2	Parking Garage (Tropicana)	321221	1	
PRO	Publications/Reprographics	9120	1	
PSB	Claude Howard Pub. Safety Bldg.	3500	1	
RAB	Research Administration Bldg.	5514	1	
RAJ	James E. Rogers Bldg. for Admin. & Justice	92738	1	
RPL	Radiation Protection Laboratory	688	1	
RRC	Rebel Recycling Center	720	1	
SEB	Science and Engineering Building	200871	1	
SEP	Satellite Energy Plant	6265	1	
SCS	UCCSN System Computing Services	24621	1	
SFB	Stan Fulton Building	34993	1	
SSC	Student Services Complex	61835	3	
STL	Science Teaching Labs	6720	1	
TAC	Richard Tam Alumni Center	22000	1	
TAY	William D. Taylor Hall	2000	1	
TBE	Thomas Beam Engineering Bldg.	104000	2	
TEC	Technology Building	10728	1	
TWH	Thunder Warehouse	4000	1	
UNH	University Hall	3710	1	
USB	UCCSN University System Bldg.	1200	1	
WHI	Juanita G. White Life Sciences	82120	1	
WRI	John S. Wright Hall	84667	3	

66

3,669,770

99

Total

### UNLV Athletics Facilities

ABBV	BUILDING NAME	SF	# STRUCTURES	
CPB	Cox Pavilion Building	71900	1	
EMS	Eller Media Softball Stadium	2186	2	
FTC	Fertitta Tennis Complex	5760	1	
LAC	Lied Athletic Complex	60959	1	
MDC	Mendenhall Center	38336	3	
MSB	Robert Miller Soccer Building	4320	1	
SBS	Sam Boyd Stadium	390000	2	
TMB	Track Maintenance Building	1800	1	
TMC	Thomas & Mack Center	267500	1	
TMW	Thomas & Mack Warehouse	360	1	
WBS	Earl E. Wilson Baseball Stadium	2800	1	
11		845,921	15	_____ Total

### UNLV Student Affairs Facilities

ABBV	BUILDING NAME	SF	# STRUCTURES	
BKS	BKS-UNLV Bookstore	20560	1	
CWH	CWH-Claudine Williams Res. Hall	47101	1	
DAY	DAY-Dayton Complex	104000	1	
DIN	DIN-Hazel M. Wilson Dining Commons	17132	1	
HUH	HUH-Hughes Res. Hall (Dorm A)	27000	1	
KRH	KRH-Kitty Rodman Residence Hall	26925	1	
MFH	MFH-Margie & Robert Faiman Hall	19460	1	
RHB	RHB-Residence Hall, Dorm B	19460	1	
RHC	RHC-Residence Hall, Dorm C	19460	1	
RHW	RHW-Gym Road South Services Bldg.	3739	1	
RWC	RWC-Student Recreation & Wellness Ctr.	187617	1	
SAM	SAM-Student Affairs Maintenance	2539	1	
SU	SU-Student Union	160000	1	
SWC	SWC-Sidewalk Cafe	1800	1	
TON	TON-Tonopah Residence Hall	47756	1	
WBH	WBH-William S. Boyd Residence Hall	36945	1	
WRL	WRL-Eugene Warner Residence Life	1700	1	
17		743,194	17	_____ Total

Monthly Maintenance for 5 installed Fly Lights, ARAMARK locations: \_\_\_\_\_

