

REQUEST FOR PROPOSALS

RFP - NKU-13-2023



IPM & Pest Control Maintenance Contract

March 23, 2023

ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.

Proposal NO: NKU-13-2023
Issue Date: Date 03/23/2023
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF PROPOSAL TO:

**Northern Kentucky University
 Procurement Services
 1 Nunn Drive
 617 Lucas Administrative Center
 Highland Heights, KY 41099**

IMPORTANT: BIDS MUST BE RECEIVED BY: 04/18/2023 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
 (2) "Public agency" has the same meaning as in KRS 61.805.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	FEDERAL EMPLOYER ID NO.:	WEB ADDRESS:

READCAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____

NAME (Please Print Legibly): _____

TITLE: _____ DATE: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by
 _____.

(Notary Public)

My Commission expires: _____

THIS DOCUMENT MUST BE NOTORIZED

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NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF WORK:

The purpose of this RFP is to develop a strategic IPM plan to implement for the entire campus, along with a maintenance contract to maintain the IPM.

PROJECT TIMETABLE:

Date RFP Issued	03/23/2023
Pre Bid Meeting	03/29/2023 at 9:00AM
Last Date for Questions	04/07/2023 at Noon
BIDS DUE	Monday 04/18/2023
Contract Effective	07/01/2023

Note that implementation is dependent upon final funding approval.

PRE-PROPOSAL MEETING:

A Pre-Bid Meeting is scheduled for the date and time shown above at Building Services Office next to Central Receiving, After which an extensive tour of campus buildings will take place. All contractors shall visit the site to check and verify existing conditions before submitting a proposal.

[NKU3D Campus Tours](#)

BONDS:

A 5% bid bond is required. Performance and payment bonds of 100% will be required of the successful bidder.

Performance and Payment Bonds will be required of the successful bidder.

CONTACT FOR BID PACKAGE AND DRAWINGS:

IFB Package documents and Drawings/Specifications may be downloaded (non-refundable) from the NKU Planroom @ www.nkuplanroom.com

SUBMITTAL OF BID:

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

Blaine Gilmore
Director, Procurement
Lucas Administrative Center, Suite 617
100 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

**NORTHERN KENTUCKY UNIVERSITY
IPM & PEST CONTROL MAINTENANCE
CONTRACT RFPNKU-13-2023**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Holly Vasquez, Procurement Service- vasquezh1@nku.edu

Both inner and outer envelopes/packages should bear respondent's name and address, and clearly marked on package(s) as follows:

**RFP NKU-13-2023
IPM & PEST CONTROL MAINTENANCE CONTRACT**

Note: Bids received after the closing date and time will not be considered.

Specifications

I. General

- a. The purpose of this RFP is to develop a strategic Integrated Pest Management (IPM) plan to implement for the entire campus, along with a maintenance contract to maintain the IPM.
- b. The Contractor agrees that they must secure, keep in force and pay for all necessary licenses and permits required for the contracted service and comply with all laws, orders, rules and regulations of any federal, State or municipal authority applicable to the operation obligations of the contract, as required in this RFP and the Commonwealth of Kentucky Department of Agriculture.
- c. All materials and workmanship must comply with all applicable local, county, State and federal codes, specifications and ordinances.
- d. The Contractor shall ensure that all certified pesticide applicator registration cards and Material Safety Data Sheets for any chemical used by the Contractor to fulfill its obligations under this RFP must be on file at the University's Physical Plant Office during the full term of the contract, and extension thereof. These shall be provided before the start of the contract and must be updated for all changes that occur.
- e. The Contractor must provide a pest free environment, free from but not limited to the following: cock roaches of all species, all crawling insects and pests such as spiders, rodents, mites, fly larvae, weevils, beetles, bed bugs, lice, fleas, stinging insects, biting insects, flying insects, drain flies, and all species of ants.
- f. Response time for emergencies (defined as incidents that may affect the health and safety of any University member) must be responded to within two (2) hours unless other arrangements are made with the responsible director. Pricing for such services shall be indicated on the Form of Proposal as part Emergency Call Out section.
- g. The Contractor must provide dead animal removal, live animal trapping, bird and bat trapping, and termite services. Pricing for such services shall be indicated on the Form of Proposal
- h. The Contractor will provide inspections for new or existing NKU residential properties to include but not be limited to inspection and detection of bed bugs.
- i. The pest control services shall be performed in all areas including but not limited to basements crawl spaces, offices, supply storage spaces and or rooms, closets, base boards, plumbing and steam pipes accesses, shelves, any and/or elevators, dumb waiter and surrounding pits, walls or enclosures, kitchen, dining room, cafeteria, food preparation and storage areas, loading platforms, refuse containers storage areas, bedrooms, lavatory and shower rooms. Hallways and lounge rooms, and other institutional components.
- j. Pest control services shall be performed in all buildings, occupied and unoccupied.
- k. The Contractor must achieve the intent of this RFP through the performance of continuous detailed inspections followed by safe and effective pest control and aggressive integrated pest management program.
- l. The Contractor shall use the least toxic chemical(s) available that will be effective in eliminating the specific pest.
- m. Following each scheduled service, the Contractor must submit a written report to the Director of Operations & Maintenance or the responsible director listing the names and the locations (building and floor) of all chemicals which were applied and any and all areas that remain inaccessible for pest control service such as lockers, rooms, closets, etc.

- n. The Contractor will be required to carry a Contractor's Pollution Liability policy with a minimum of \$5 million. The Contractor will also be required to carry the insurance requirements listed in Article 35 of the General Terms and Conditions.

II. Submission of Qualification Documents

- a. In response to this RFP, bidders shall submit copies of the following qualification documents: All relevant licenses and certifications should be provided as a part of this proposal.
- b. The Contractor should provide at least three references where similar work has been performed.
- c. Current resumes/CV of any personnel anticipated to be performing work relative to this RFP demonstrating required levels of education and/or experience as indicated herein.

III. Contractor's Personnel Qualifications

- a. All personnel must be physically able to effectively perform their assigned work and be in general good health.
- b. All personnel must be thoroughly trained, and hold throughout the term(s) of any agreement here from commercial certified operator and applicators through the Commonwealth of Kentucky Department of Agriculture and qualified in the required work as stated in this RFP and must have a minimum of three years successful experience.
- c. All personnel must observe all regulations in effect at the University and while on University property. Personnel shall be subject to University regulations, but under no circumstance shall personnel be deemed to be employees of the University. Personnel are precluded from representing themselves as employees of the University.
- d. The University Representative or the Responsible director for the facility may request the Contractor to replace pest control employees who are found to incompetent and/or unacceptable employees having the experience required herein within then (10) calendar days.
- e. All Contractors' employees shall be subject to such security clearance as the University shall require. The Contractor shall require all employees to wear suitable uniforms during the time they are on the University property. This shall mean a company uniform with the name and/or logo of the company. Each employee must present an identification badge for admittance on University property. The identification shall include the name and address of the company, the employee's name and a photograph of the employee. Additionally, this identification shall be such that it is visible at all times that the employee is on the University property.
- f. The Contractor shall require their employees to comply with all instructions issued by the University pertaining to conduct and regulations while on University property.
- g. Contractor's personnel must sign in and sign out with the University Representative or the Responsible director each time they report for service. Areas treated and the amount of time spent working on each area, must be approved by the University Representative or the Responsible director, before payment is made.

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CONTRACT RFPNKU-13-2023

- h. Neither the Contractor nor the Contractor's employees shall solicit business while on University property or distribute or display literature, information including business cards.
- i. Neither the Contractor nor the Contractor's employees shall use University equipment including telephone equipment, without prior written consent of the University.
- j. The Contractor must submit a proposed schedule for pest control services to the University Representative or the Responsible director for approval. The schedule shall include, at minimum, service once per week. Should the scheduled services not be totally effective, or interrupt University activities, the Contractor shall be required to provide necessary services at alternate times agreeable to the University, at no additional cost.
- k. Complaints and service requirements including recall work required between scheduled service visits must be handled within twenty-four (24) hours after notification and will be at no additional cost to the University.

IV. IPM

- a. The goal of this RFP is develop a strategic IPM plan that can be deployed for the entire campus. The strategic IPM plan should cover the entire campus including grounds, university housing and residential properties. A listing of all buildings that will be covered can be found in the attachments.
- b. The goal of IPM is to deliver effective cost efficient pest control measures while at the same time reducing the volume and toxicity of pesticide use. IPM is a process for achieving long term environmentally sound pest control through the use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, good sanitation practices, education, appropriate solid waste management, building maintenance, alternative physical, mechanical, and biologic pest control, and as a last resort, the use of pesticides according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risks to people and the environment. The emphasis of IPM is a holistic approach and is focused on elimination of causes as opposed to treating symptoms. The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM program. All pesticides should be handled according to state and federal laws.
- c. All NKU technicians, staff and University Housing residents should receive the appropriate IPM education and training.
- d. The Contractor will be responsible to provide a designated employee dedicated for a minimum aggregate of ten(10)hours per week to act as the IPM coordinator. This employee will be responsible for coordinating between three different NKU departments: University Housing, Real Property Development, and Operations and Maintenance. This employee will also be responsible for education and training for NKU students, faculty and staff in the principles and techniques of IPM as well as promoting NKU's IPM program within and in conjunction with the University community.
- d. The Proposer should develop an appropriate IPM plan specifically for NKU and present this plan effectively in the proposal. A selection committee will be assembled to review the RFPs, the Proposer may be required to give oral presentations after the due date.
- e. The IPM should help campus buildings attain and maintain LEED certification by using green measures and products where and if applicable.
- f. Our dining services vendor (Chartwells) currently contracts their own pest control measures. The IPM coordinator shall coordinate with Chartwells to achieve the IPM plan. However, this RFP must include plans and alternate pricing for the Contractor taking over pest control measures from Chartwells should the University decide to

remove this responsibility from them.

V. Operations

- a. The maintenance contract will be broken into three sub categories for different areas of campus. Each area will have a different designated director and will be billed separately. The Contractor shall provide unit pricing under the form of proposal for each. The Contractor will be required to coordinate between the three areas. The three sub categories are as follows, University Housing, Residential Properties and Campus Buildings.
- b. The University is an operating academic facility; therefore, any contract work that may disrupt and interfere with that operation shall be scheduled at a later time at the discretion of the Director of Operations & Maintenance or the responsible director.
- c. The University reserves the right to add additional facilities to the building list at the rates proposed in the bidder's pricing schedule.
- d. All work shall be done primarily between the hours of 8:00A.M. to 4:30P.M. Monday through Friday. The Contractor shall arrange to work nights or weekend when required with no additional charge for overtime work
- e. All work schedules shall be submitted to the Director of Operations & Maintenance or the responsible director for review and approval. The schedule shall include, at minimum, service once per week. The University reserves the right to make modifications to work schedules to accommodate building operational needs.
- f. The Contractor will be required to wear a name badge, clearly listing the contractors name, employees name and picture at all times, the contractor employee will be required to sign in and out while on campus. The Operatios and Maintenance department will have the sign in sheet on hand at all times.

1. University Housing

- a. There shall be three (1) Intensive Treatment of the residence halls each year. Cost for said service is to be included in the University Housing Maintenance Fee section. Treatment will be conducted during the times when the residence halls have been vacated by the residents (Summer Break, Spring Break, Winter Break). The Contractor will be responsible for coordinating these times with the University Housing designated official. Intensive treatment consists of treatment of every room and all common areas. Residence Halls include...

Residence Halls	Number of Rooms
Callahan Hall	205
Commonwealth Hall	100
Kentucky Hall	100
Norse Hall	85
University Suites	100
Terrance Hall	46
New Residence Hall	151

- b. Included in the work are floor drains in all areas.
- c. The Contractor will be responsible for treating the Residence Hall's bathrooms and hallways bi-weekly. This service should be included in the University Housing Maintenance Fee.
- d. The designated official will keep a running list of pest issues that the Contractor will be responsible for

treating on a bi-weekly basis. The Contractor shall coordinate a continuing date (ex. first and third Thursday of every month).

- e. No contractor shall enter a dorm room for any reason without the escort of a designated university official.
- f. Contractor, in conjunction with NKU, will coordinate continuing IPM related education and training seminars. These will occur twice a year in the fall and spring semesters at a minimum. The education and training seminars will be for students and staff and should include at minimum information on preventive maintenance, control measures, pest identities, etc. Contractor may propose additional related activities in its RFP.

2. Residential Properties

- a. The university currently has 55 residential properties that are comprised of rental properties and office space.
- b. The Contractor will be responsible for providing continuing inspections to the residential properties. The cost for this fee shall be provided as a set price in the form of proposal under residential inspections.
- c. Occasionally the Contractor will need to provide treatment for NKU residential properties. This cost will be per service and should be provided in the form of proposal under residential treatment. This is on an as needed basis, service and treatments should only be applied if approved by the director of real property and development.
- d. A listing of all NKU residential properties can be found in the attachments.

3. Campus Buildings

- a. All University buildings are included in the Scope of work as described on the Campus Map. The Campus Map may be found at:

[NKU3D Campus Tours](#)

- b. The contractor will be responsible for providing continuing inspections to the campus buildings. The cost for this fee shall be provided as a set price in the form of proposal under Campus Building inspections.
- c. Occasionally the Contractor will need to provide treatment for NKU campus buildings. This cost will be per service and should be provided in the form of proposal under campus building treatment. This is on an as needed basis, service and treatments should only be applied if approved by the director of operations and Maintenance.
- d. The University currently has methods in place to treat bed bugs. These methods should be reviewed with current staff members to ensure the best practices are being used and they effectively meet the standards needed in the IPM.

4. Alternate 1 – Food Service Areas

- a. The Contractor shall submit an alternate pricing schedule on the form of proposal for maintaining the three different food service areas on and off campus, the food service areas are currently under contract with an outside vendor.
- b. These areas will be included as part of the strategic IPM plan.

- c. The contractor will propose a maintenance agreement that includes, inspection and treatment of all pests in the Student Union Center kitchens and dining areas, Norse Common kitchens and dining areas, and the and dining areas.
- d. Chartwells is the current food service vendor, the Contractor will be responsible for coordinating with the designated Chartwells director. The Contractor will bill the service agreement directly to Chartwells.
- e. If the University doesn't elect to award the Alternate, the Contractor will still be responsible for coordinating the IPM with the responsible pest control vendor.

5. Alternate 2 – The Truist Arena

- a. The Contractor shall submit an alternate pricing schedule on the form of proposal for maintaining the Truist.
- b. Truist Arena will be included as part of the strategic IPM plan.
- c. The contractor will propose a maintenance agreement that includes, inspection and treatment of all pests in the Truist Arena. Areas that need to be serviced inside the Arena include, the Truist dock, mechanical rooms, storage areas, laundry facility, conference center, "The Vault", concession areas, food service areas, rest rooms, party suites, office, entries, kitchens.
- d. SMG is the current manager of the Truist Arena, the Contractor will be responsible for coordinating with the designated SMG director. The Contractor will bill the service agreement directly to SMG.
- e. If the University doesn't elect to award Alternate 2, the Contractor will still be responsible for coordinating the IPM with the responsible pest control vendor

VI. Contract Term

- a. The base contract will be for two years with the option for three additional two year terms, upon both parties concurrence
- b. By submitting a proposal, the Proposer acknowledges that it has read this request for proposal, understands it and agrees to be bound by its requirements, terms and conditions, and further agrees that the resulting contract and its attachments will be the complete and exclusive statement of the agreement between the parties. The resulting contract unless otherwise provided herein, can only be modified in writing signed by the selected Proposer and NKU. NKU reserves the right to disqualify any bids which take exception to the terms and conditions, including but not limited to, standards, specifications, and requirements as specified in this request for proposal.
- c. The vendor must agree to invoice separately for each NKU division.
Building Services, Housing, Real Properties, Truist Arena and Food Services (Chatwells)

VII. Performance Requirements

- a. The Contractor is to use the proper equipment and material to render the services to insure safety for all human life, livestock and the environment.
- b. The equipment and pesticides used by the Contractor are to be and in full compliance within DEP rules and regulations.
- c. Before an application is made, the Contractor shall notify the Director of Operations and Maintenance or the Responsible director of any precautionary actions that should be undertaken by the University.

- d. The application of all materials shall be made in a manner which is consistent with label instructions, and which does not cause harm, injury and damage to human life, property and/or the environment.
- e. All pesticides used shall be non-flammable, secured when unattended and registered by the US Environmental Protection Agency and the Kentucky Department of Environmental Protection.
- f. The Contractor shall be responsible for removing and disposing of all excess and/or unneeded chemicals, materials or equipment after the application is completed. No chemicals or equipment are to be stored or disposed of at the University site at any time. No chemicals are to be mixed on University property.
- g. Under no circumstances shall the Contractor use any pesticide without first securing approval from the Director of Operations & Maintenance or the Responsible director the University. All information requested must be furnished to the satisfaction of the Director of Operations & Maintenance or the Responsible director for the University before proceeding.
- h. Licensed commercial pesticide applicators must act to ensure that every pesticide application is accorded consideration and investigation relating to environmental factors, with minimal pesticide exposure and prevention of adverse effects at the University.
- i. Under no circumstances shall the pest control material be stored adjacent to or near food areas during the performance of service. The Contractor will secure all material and equipment to prevent use or tampering.
- j. During the performance of contract services, the Contractor must submit written reports of significant structural and sanitation problems for possible correction that would directly contribute to improved pest control efforts. Reports are to be submitted to the Director of Operations & Maintenance or the Responsible director within seven days of discovery.
- k. If during the performance of the service work, any condition that might be detrimental to the safety of Contractor's personnel, or others is observed such condition shall be reported in writing to the facility Director of Operations & Maintenance or the Director's designee.
- l. Pesticide application shall be according to need, and not according to a routine schedule.
- m. As general rule, application of pesticides in any area inside or outside the premises shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area.
- n. Preventive pesticide treatments of areas determined to be at risk for infestation by insects or rodents, determined by inspection at the onset of the program or as part of a maintenance program, are acceptable. These applications must be conducted in accordance the pesticide use hierarchy.
- o. Integrated Pest Management (IPM) Description of Services: The Contractor must comply with the IPM practices, as this contract is part of a comprehensive IPM program for the University.
- p. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve the goal of pest elimination.

VIII. Performance- Start Up

- a. The Contractor shall be extended a thirty (30) day period in order to eliminate pest problems that may have been present prior to contract award. During this thirty (30) day period, the University will not process formal complaint forms against the Contractor for failure to meet performance requirements of this RFP as stated in

Section 3.5 Performance- Less Than Satisfactory Rating.

- b. This thirty (30) day period shall give the Contractor sufficient time to start and thoroughly service all locations. The grace period will begin with the contract award start date and continue for thirty (30) consecutive days. However, if, within the thirty (30) day period, a pest control problem is determined to be on the increase and shows no improvement then the University reserves the right to terminate the thirty (30) day period and, if warranted the contract.
- c. Vendors must possess the minimum equipment as stated in this RFP.

IX. Performance - Less Than Satisfactory Rating

- a. The Contractor shall provide satisfactory service to all contracted areas. Less than satisfactory ratings issued as a result of pest control problems will be cause for action against the Contractor as stated in the Terms and Conditions, and cause for terminating the contract.
- b. The Contractor shall be required to meet as requested with the Director of Operations & Maintenance or the Responsible director to review all materials, schedules and discuss the progress of all service work and any problems the Contractor may have encountered. These meetings shall be in accordance with the requirements of the contract and will be at no additional charge to the University.

X. Responsibility Of work

- a. In the event the Contractor observes that any of the contract specifications and documents are at a variance in any respect to any or all federal, State and local laws, order, rules, ordinances and regulations, the Contractor shall promptly notify the Director of Operations & Maintenance or the Responsible director in writing of such variance with attached documentation for justification.
- b. If the Contractor performs any work contrary to any federal, State and local laws, rules, ordinances and regulations, they shall assume full responsibility and shall bear all costs attributable thereto.
- c. All material to be incorporated in the work, all labor performed and all tools and methods shall be subject to the

inspection by the Director of Operations & Maintenance or the Director's designee.

- d. The Contractor must, within twenty-four (24) hours of a misapplication, submit a written report of all reasons, causes, effects and remedies to the Director of Operations & Maintenance or the Director's designee.

XI. Responsibility For Property Damage

- a. When and where, any direct and indirect damage and injury is done to University Property by and/or on account of any act and/or omission, neglect and/or misconduct on the part of the Contractor in the execution of the work, such property shall be restored by the Contractor at the Contractor's expense, to a condition equal to that existing before such damage and/or injury occurred and must be acceptable to the University.
- b. The Contractor assumes full responsibility for the equipment used in the execution of the work hereunder and agrees to make no claims against the University for damages to such equipment from any claims whatsoever.
- c. All property of Contractor and/or the Contractor's employees and/or the agents brought, kept, used and/or left on University premises shall be at the sole risk of the Contractor and/or the Contractor's employees. The Contractor shall be responsible for all loss and/or damage to any such equipment and property.
- d. In the event of damage to University property by the Contractor, the University reserves the right to immediately effect temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the University may deduct the cost of such repairs and related expenses incurred by the University from any moneys due the Contractor under this contract.

XII. Coordination- Job Site- Clean- Up

- a. It shall be the responsibility of the Contractor to cooperate fully with the Director of Operations & Maintenance or the Responsible director and leave the job site in a clean safe condition at the end of each day's work.
- b. Upon completion of the day's job, the Contractor shall immediately remove all tools, equipment, and any surplus materials from University property.
- c. The University is an operating academic facility; therefore, the Contractor shall cooperate with University personnel in keeping all hallways, classrooms, offices, walkways, roadways, parking lots and operating areas free and clear of debris, equipment and/or vehicles during performance of the contract.
- d. Where working conditions interfere with the operation of the University, the Contractor shall secure prior approval of the facility Director of Operations & Maintenance Services or the Responsible director before proceeding

XIII. Accident Reports

- a. The Contractor will immediately report all accidents whatsoever arising out of and/or in conjunction with the performance of the work, whether on and/or adjacent to the University which has caused death, personal injury and/ or property damage, giving full details and statements of witnesses.
- b. The Contractor will immediately report all accidents in person to University Police and the Director of Building Services or the Director's designee.
- c. Within twenty-four (24) hours of any or all accidents, the Contractor will also submit a written report including full details and statements of witnesses to the Director of Building Services or the Director's designee.

- d. If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report the claim in writing within twenty-four (24) hours to the Director of Operations and Maintenance or the Director's designee.

PROPOSAL INSTRUCTIONS

I. General Instruction

- a. Vendors are to submit **three (3) bound** complete copies of their proposal and ONE (1) unbound copy that is to be clearly marked as the ORIGINAL with original signatures on the required pages. **One USB drive** containing the proposal in electronic format. Do not deliver your proposal to any other office. The University reserves the right to accept or reject any or all proposals and to waive informalities or technicalities.
- b. The proposal should be prepared simply and economically, providing a straightforward and concise description of the offeror's capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Attach copies of specification sheets, references, and other supporting documentation.
- c. Any costs incurred by offeror in preparing or submitting offers are the offerors' sole responsibility. The University will not reimburse any offeror for any costs incurred prior to award.
- d. Faxed proposals or modifications of RFP by FAX or e-mail are not acceptable.

II. Preparation and Submission of Proposals

- a. Proposals shall be prepared one sided on 8-1/2" x 11" paper, with all text clear of binding. The text type size shall not be less than a 12 point font. The proposals shall be indexed and all pages sequentially numbered throughout, or by section.
- b. Elaborate graphics and expensive paper and bindings are not necessary, nor encouraged. Neatness, clarity and completeness are what are desired. All text and exhibits should be succinct and relevant to the RFP requirements.
- c. The sealed submittal envelope/package should be clearly marked as follows:
RFP NKU-13-2023
Pest Control IPM and Maintenance Contract

III. Required Submissions

- a. Proposals must address each of the requirements listed below in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.
- b. Narratives should provide a concise description of capabilities to satisfy the requirements of this Request for Proposal. Emphasis should be on clarity, brevity and completeness of response. All materials submitted in response to this Request for Proposal will become the property of NKU and will not be remitted.
- c. The following list specifies the items to be included in your Proposal. The location of the various Sections must be referenced in the Proposal's Table of Contents, tabbed accordingly, and in the sequence listed:
- d. Table of Contents

Tab	Content
A	Cover Letter
B	Signed and Notarized Certifications and Affidavits

- C Vendor Response for IPM & Operations
- D Vendor Experience and References

IV. Proposal Evaluation Process

- a. A University Evaluation Committee will evaluate qualified proposals according to the following evaluation criteria. Vendors are responsible for reviewing the criteria below and providing appropriate and sufficient information within the proposal to enable the University Evaluation Committee to assess the proposal. Based on this evaluation, the University Evaluation Committee will recommend a short list of vendors for either an on-site, telephone, or web-based presentation regarding their proposal (format to be determined by the evaluation committee). Vendors may be asked to present on only a portion of the proposal as they may no longer be under consideration for the entire RFP.

V. Evaluation Criteria

Criteria	Points Available
IPM Plan	200
Past effectiveness indicated by reference	100
Cost effectiveness	300
Qualified/Certified Staff	100
Company commitment to environmental protection	200
Additional information, services and products	100
TOTALS	1000

VI. On Campus Presentations

- a. After the initial evaluation, formal presentations may be scheduled. More details will be provided to those vendors when scheduling to ensure the presentation covers the areas we would like to be addressed.

VII. Contact Personnel

- a. Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing via email to:

Holly C. Vasquez - Associate Director of Procurement Services
Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
vasquezh1@nku.edu

VIII. Contract Award

- a. Issuance of this RFP and receipt of proposals does not commit the University to award a contract. The contract will be awarded to the firm whose offer best meets the specifications and other factors considered.

**NORTHERN KENTUCKY UNIVERSITY
IPM & PEST CONTROL MAINTENANCE
CONTRACT RFPNKU-13-2023**

The University reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than selected bidder should negotiations with selected firm be terminated, to negotiate with more than one bidder simultaneously, to cancel all or part of this RFP and to waive any technicalities.

IX. Method of Award

- a. It is the intent of Northern Kentucky University to award a contract to the qualified Contractor whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most

advantageous to the University, cost and other factors considered in accordance with KRS 45A.085.

- b. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will evaluate proposals as submitted and may not notify Contractors of deficiencies in their responses.
- c. Proposals must contain responses to each of the criteria listed above even if the Contractor's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

X. Confidentiality

- a. In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from remain confidential until a contract is awarded or all proposals are rejected.

FORM OF PROPOSAL

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required for the Integrated Pest Management Plan at Northern Kentucky University. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the bid set forth below:

IPM Implementation (onetime fee)	\$
University Housing Maintenance Fee (annual)	\$
Residential Inspections (per service)	\$
Residential Treatments (per service)	\$
Campus Building Inspections (per service)	\$
Campus Building Treatments (per service)	\$
Alternate 1 - Food Service Maintenance Agreement	\$
Alternate 2 – Truist Arena Maintenance Agreement	\$
Dead Animal Removal – Per Service	\$
Live Animal Trapping – Per Service	\$
Emergency Call Out	\$
Bird Trapping – Per Service	\$
Bat Trapping – Per Service	\$
Termite Service – Per LFT	\$
Bed Bug Detection – Per Service	\$
Bed Bug Extermination – Per Service	\$

THIS BID SUBMITTED BY:

_____ (Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED ____ ADDENDUM NO. _____ DATE _____
 ADDENDUM NO. _____ DATED ____ ADDENDUM NO. _____ DATE _____
 ADDENDUM NO. _____ DATED ____ ADDENDUM NO. _____ DATE _____

REFERENCES

Bidder Qualifications: The bidder is required to submit a list of completed projects where he has performed **similar work** to that specified herein.

Organization: _____

Contact Name: _____

Phone Number: _____

Date work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____

Organization: _____

Contact Name: _____

Phone Number: _____

Date work Completed: _____ **Value of Contract:** _____

Project Manager assigned to this project: _____

Brief Project Description: _____
