

Request for Proposals

NKU-05-2021



**MEP Engineering Design
and Contract Administration Services**

for

**Northern Kentucky University
Callahan Hall Renovations
September 21, 2020**



Principal Design Professional: MEP Engineer

Project Name and Location: **Callahan Hall Renovations (Piping Replacement)**
Northern Kentucky University
Highland Heights, Kentucky

TOTAL Project Scope: \$3,900,000 (including design, construction, contingencies and any abatement that may be required)

Site Visit: There will be NO site visit for this project.

Deadline for Questions: **Thursday, October 1, 2020 (2:00 PM)**

Final Date for Issuance of Addenda: **Tuesday, October 6, 2020**

Response Deadline (Proposals Due): **Wednesday, October 14, 2020 (2:00 PM)**

Selection Process: Interviews are OPTIONAL for this Selection

Questions regarding this project are to be sent to Ryan Straus or Blaine Gilmore in NKU Procurement Services. Discussing this project with any other NKU staff member is grounds for disqualification of the design firm/team. Direct all requests for information, questions or comments to:

Ryan Straus, Procurement Services
Northern Kentucky University
Phone: (859) 572-6605 Email: strausr2@nku.edu

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

Proposal NO: NKU-05-2021
Issue Date: September 21, 2020
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: 10/14/2020 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:

READ CAREFULLY - 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

I. General Background for RFP

A. Statutory authority:

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085,

<http://www.lrc.ky.gov/KRS/045A00/085.PDF>

B. Responsiveness

The objective of the selection process is to provide a uniform methodology for Northern Kentucky University to procure professional architectural and/or engineering services. Members of the selection committee will be asked to fairly evaluate all responses and to compare each team's qualifications with the project requirements. Selections will be determined through the unbiased and independent interaction of the members of the committee. Therefore, it is in your firm's best interest to be specifically responsive to the requirements of this solicitation. By submitting qualifications, the respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and is capable of performing quality work to achieve the University's objectives.

II. Project Objective

Northern Kentucky University is seeking an MEP engineering firm to assist with life cycle replacement of certain infrastructure in Callahan Hall, a 150,792 GSF residence hall on NKU’s campus. Depending on budget constraints, work will include replacement of the two-pipe hot and cold water distribution piping and, if budget permits, full replacement of the three-pipe domestic hot and cold water piping. Note that in a few places the HVAC system is a three-pipe system.

Callahan Hall is a three-story building (three floors and a basement) with a concrete frame. The floor plan layout is unique; it consists of six wings emanating from a core, giving the building the shape of a wheel. Formerly a nursing home, the building was converted to a residence hall in 2008. Callahan has a mix of unit types, as summarized below. It houses a dining facility known as Callahan Bistro and has a variety of gathering and support spaces. Refer to floor plans posted to the PlanRoom site for more information.

Callahan Hall	Double Bedroom with Half Bath	108 students
	Double Bedroom with Full Bath	268 students
	Quad-Bedroom with Full bath	64 students

The HVAC piping rises in mechanical closets up through the three-floor building, and is primarily located above corridor ceilings. From there, it branches into the residential units. Except for bathrooms, laundry rooms and parts of basement ceiling, which are plaster or drywall, all ceilings are removable acoustic ceiling tile. This vertical and horizontal piping, including valves, is original to this 1962 building and is in poor condition. It has developed leaks in multiple locations. Problems include clogs, rust pitting, weeping/leaks, poor insulation, etc.

Callahan has three high condensing, gas-fired boilers, which were new in 2008 when the building was converted from a nursing home to a residence hall. It has an air-cooled chiller, installed in 2008, and a water-cooled chiller, installed in 2005. A chemical treatment system is not currently in place and may be part of this project, if budget permits. The air-cooled chiller needs some repairs and that work may also be part of this project.

The domestic water system consists of cold water piping, hot water piping and hot water return piping. This piping also rises vertically through the building in the mechanical closets mentioned above. Refer to floor plans for bathroom locations. The gas-fired hot water heaters are being replaced this fall as part of a separate project.

The building has asbestos in various places. Management of abatement will need to be discussed. Please refer to PlanRoom site for asbestos information.

Callahan Hall will be occupied throughout the 2020-2021 and 2021-2022 academic years, from approximately August 1 through May 15th of both years. Work will occur during summer or other holiday breaks. Scheduling and phasing will be discussed and coordinated through the NKU project manager with the NKU Housing Office.

Please refer to PlanRoom site for photos of existing conditions.

III. Project Directives/Guidelines

A. Project Budgetary Scope and Funding

NKU has issued housing bonds for construction of the new residence hall under construction but also for various renovation projects in existing halls. A cost estimate is needed to finalize the project scope; the goal is to keep the overall scope below \$3.5-3.9M.

B. LEED

LEED does not apply to this project.

C. BIM

BIM is required for this project. Drawings shall be prepared in REVIT.

D. Facilities Management Design & Construction Guidelines

The design team will be expected to incorporate all applicable items and conditions contained in the “NKU Facilities Management Design & Construction Guidelines” into the project drawings and specifications.

E. Schedule

Design work will commence upon selection/contract execution. We will look to the engineer for advice on construction timing for this project: can the work be completed during the summer 2021 recess, or is a longer construction period (or two summers) needed.

IV. RFP RESPONSE

A. Preparation and Submission of Proposal

The proposal shall be prepared double-sided on 8 ½” x 11” paper. Text type size shall be a minimum of 10 point font. Index, tab and sequentially number RFP Response sections as outlined below. All text and exhibits shall be concise and entirely relevant to the RFP requirements. Organize as follows:

Tab	Content	Page Maximum
1	Cover Letter	2
2	Design Team Organization and Key Personnel	As required
3	MBE/DBE Participation	As required
4	Narrative Content	Up to 2
5	Experience and References	As required
6	Work Load	As required
7	Project Schedule	As required
8	SF330 Parts II	As required
9	Signed and Notarized Authentication of Bid, Statement of Non-Collusion, Non-Conflict of Interest and Bidder Certifications and Reciprocal Preference	As required

NOTE: Submittals that do NOT contain the above items will be deemed a non-responsive proposal and disqualified from the project selection.

Prior to time and date the RFP Response is due, the Offeror shall submit their complete RFP response bearing respondent's name and address, and clearly marked as follows:

RFP NKU-05-2021
Callahan Hall Renovations

via EMAIL to:

Ryan Straus
strausr2@nku.edu
Procurement Services, 617 Lucas Administrative Center
Northern Kentucky University
Highland Heights, KY 41099

ALSO, send via **US Mail** one unbound ORIGINAL of proposal in a sealed package, postmarked on or before the DUE date of the RFP, addressed to Ryan Straus as noted above.

Note: Proposals received after the closing date and time will not be considered. In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

1. Tab 1 - Cover Letter

The cover letter shall serve as an introduction to the Respondent's qualifications and capabilities. The letter of no more than 2 pages shall be addressed to Mr. Blaine Gilmore, Director of Procurement Services, and must contain at least the following:

- a. Identification of all design team member firms, including the project manager.
- b. Statement of extent to which team members have worked together on previous design projects of similar size, scope and complexity.
- c. Statement that the MEP engineer on the team holds a professional license to practice their discipline in the Commonwealth of Kentucky.
- d. An email address---the results will be sent via email.
- e. Acknowledgement of receipt of RFP addenda, if any.
- f. Signature of person authorized to bind the offering firm to Proposal terms.

2. Tab 2 - Design Team Organization and Key Personnel

MEP Engineering: This firm must be located within 150 miles of NKU and be experienced in working on college/university campuses.

NOTE: Any known, or anticipated, changes in the composition of the proposed project team shall be made known to Procurement Services, in writing, prior to completion of the selection process. Non-compliance with this requirement may be deemed as sufficient reason for disqualification.

Provide the following about your team in Tab 2 of your RFP Response:

- a. A list shall identify: the principal in charge; project manager; and, key professional and technical staff. Provide only the names of individuals who will be assigned to this project.
- a. Provide address/location where each firm will perform its work.
- b. Provide individual resumes of no more than 2 pages in length, designed to demonstrate personal and professional qualifications, experience and training relevant to this project

only for key professionals who will play a major project role. Include a list of projects to which the individual is currently assigned, and describe their role. If a project for which a person claims experience occurred while employed for a different firm, identify that firm. Include the time frame for each experience item.

- 1) **Project Manager's** resume may be 3 pages in length; provide a brief outline of the project manager's experience on similar projects with evidence of demonstrated ability to lead and manage the consultant team.

3. Tab 3 – MBE/DBE Participation

The University is committed to the participation of Minority/Disadvantaged Business Enterprises (MBE/DBE) design firms. Design teams will note the University has allotted 10% of the overall rating points, 50 of the possible total of 500, for teams who include qualified MBE/DBE firms as part of their project team.

Provide certified documentation of MBE/DBE status and an outline of MBE/DBE firm's level of participation expressed as an estimated percentage of the total scope of work.

For assistance in identifying MBE/DBE professional design firms, respondents may contact the Office of Equal Employment Opportunity/Contract Compliance, Room 370, Capitol Annex, Frankfort, KY 40601; phone: 502-564-2874. For purposes of this submittal, MBE/DBE firms are those firms that have been certified by one of the following: KY Transportation Cabinet or *other* state transportation agencies, the Kentucky Minority Supplier development Council or *other* state minority Supplier Development Councils, the Kentucky Certification Cooperative, or the Small Business Administration.

Evidence of respondent's full good faith effort is to be included, briefly outlining your efforts to seek and obtain participation of a MBE/DBE owned professional design firm.

4. Tab 4 - Narrative Content

The response to the RFP will include up to 2 pages of narrative content addressing project requirements and your team's approach to design and execution planning, including the difficulty of completing these repairs. Include evidence of the design team's knowledge and expertise in the design and construction of repairs of this type.

5. Tab 5 - Experience and References

Provide the following about your team in Tab 6 of your RFP Response:

- a. Describe projects that best illustrate experiences applicable to this project. The MEP Engineer may identify five-seven projects. In all cases, projects shall have been completed on or after June 1, 2010.
 1. Provide project name, location and a brief description of the work.
 2. Describe your firm's responsibility or role in the project.
 3. If a member of your team was responsible for/or actively involved in the project, identify them.
 4. Provide GSF final construction (not total budget) budget and completion date.
 5. Provide a contact person, email address and telephone number for each project.
 6. Provide no more than 2 pages per project.

- b. Provide five client references (a list, not reference letters), including name, email, and telephone.

6. Tab 6 - Work Load

Provide a narrative overview of your firm's workload and the ability of your firm to schedule man power to meet the project's schedule requirements for design development/preparation of bid documents on a schedule that allows for construction to begin in May 2021.

7. Tab 7 – Project Schedule

Provide a proposed schedule for the project.

8. Tab 8 – SF330 Parts II

Respondent shall be lawfully qualified to do business with and within the Commonwealth of Kentucky. A federal form SF330 Part II must be included in the Respondent's proposal for each member of the design team.

9. Tab 9 – Authentication of Bid, Statement of Non-Collusion, Non-Conflict of Interest, Bidder Certifications and Reciprocal Preference

- a. The Authentication of Bid, Statement of Non-Collusion, Non-Conflict of Interest and Bidder Certifications form must be signed and notarized in order for your proposal to be considered. This form is appended to this RFP.
- b. In accordance with KRS 45A.494, a resident Offeror of the commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating bids, the University will apply a reciprocal preference against a Bidder submitting a bid from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Bidder claiming Kentucky residency status shall submit with its bid a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

V. SPECIAL CONDITIONS

A. Addenda/Clarifications

Any University changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

A pre-proposal meeting will not be held for this project. Questions or comments regarding this RFP must be in writing and must be received by Ryan Straus no later than **2:00 PM EDT on Thursday, October 1, 2020**. Inquiries will not be accepted after the above listed date and time.

B. Contact Persons

Interested firms shall have NO contact with any NKU staff member about any matter relating to *this solicitation*. Any breach of this provision will be grounds for disqualification of the team from the selection process.

The respondent's point of contact for this proposal:

Ryan Straus
Procurement Services
Phone: (859) 572-6605
Email: strausr2@nku.edu

C. Confidentiality

The University recognizes an offeror's possible interest in preserving selected information and data included in the proposal; however, the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

If the offeror declares information provided in their response to be proprietary in nature and not available for public disclosure, the offeror shall declare in their response the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the offeror to be proprietary or confidential, either wholly or in part, not excluded by the Kentucky Open Records Act, KRS 61.870 may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each offeror's information claimed to be confidential and, in consultation with the offeror (if needed), make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

D. Proposal Evaluation Process

All proposals will be reviewed by the University's Procurement Services office for completeness of items requested in this RFP. All complete proposal responses will receive equal consideration by the members of the Selection Committee. All complete proposals will be evaluated using a numerical rating system designed to afford each Selection Committee member a reasonable, individual, objective standard to equate the qualifications of the respondents.

The evaluation form is included with this RFP. Each Selection Committee member will review, consider, evaluate and assign a numerical score to each proposal. All proposals will be graded, and the scores will be ranked in order with the respondent having the highest score in first place, the second highest score in second place followed by the third highest score, etc. Each committee member shall then indicate in writing their choices for first, second and third place. Each named first choice firm will receive three points followed by each second choice firm receiving two points and each third choice firm receiving one point.

The committee shall then determine the firms receiving the three or four highest scores based on the points associated with the ranking of each member's first, second and third choices.

These firms shall be notified of their selection and scheduled for interviews per the schedule outlined herein. NOTE: the use of interviews is optional for this selection.

Please note that firms selected for interviews are advised to bring those individuals to the interview who will be the team members assigned to our project; we want to meet the people with whom we will be working. Following the interviews, those firms interviewed will be notified of the committee's determination of the firm best suited for this project. That firm will be asked to enter into negotiations with the university as outlined in KRS 164.590 to finalize a contract for A/E services. All respondents will be notified of the committee's determination of the firm best suited for this project.

E. Appearance Before Committee

Any, all or no offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offerors are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the respondent in:

1. Preparing its proposal in response to this RFP.
2. Submitting its qualifications to the University.
3. Negotiating with the University any matter related to this submittal.
4. Any other expenses incurred by a respondent prior to the date of award of a contract to the selected respondent.

The University shall not, in any event, be liable for any pre-contractual expenses incurred by the respondents in the preparation of their submittals.

G. Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this RFP. No modification or change of any provision in the resulting contract shall be made unless such modification is mutually agreed to in writing by the contractor and the Purchasing agent and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

H. Contract Award

Issuance of this RFP, receipt of proposals, and completion of the selection process does not commit the University to award a contract. The University reserves the right to postpone opening for its own convenience, to accept or reject any or all proposals received in response to their RFP; to negotiate with other than the selected respondent should negotiations with the selected firm be unsuccessful or terminated; to negotiate with more than one respondent simultaneously; to cancel all or part of the RFP; and to waive technicalities.

I. Cooperation in Related Efforts

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The contractor shall fully cooperate with such other contractors and University employees and carefully fit its work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by University employees. This clause shall be included in the contracts of all contractors with whom this contractor will be required to cooperate. The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

J. Entire Agreement

The RFP shall be incorporated into any resulting contract. The resulting contract, including the RFP and those portions of the offeror's response accepted by the University, shall be the entire agreement between the parties.

K. Conflict of Interest

When submitting and signing a proposal, an offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the offeror. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University purchasing agent identified in this RFP

L. Personal Services Contract

This RFP is for consulting or other personal services. Kentucky law requires a Personal Services Contract to be signed by the vendor and filed with the Legislative Research Commission in Frankfort prior to any work beginning. [KRS 45A.690](#) defines a Personal Service Contract as "an agreement whereby an individual, firm, partnership, or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at a price agreed upon."

After Determination but prior to award, a Personal Services Contract will be sent to the winning offeror for signature. Please be sure to sign and return the **original** contract promptly to Northern Kentucky University. A Notice of Award will not be issued until the signed Personal Services Contract has been received by Procurement Services and filed with the Legislative Research Commission in Frankfort, KY.

REGARDING PERSONAL SERVICE CONTRACT INVOICING

House Bill 387 has now amended Kentucky Revised Statute 45A.695(10)(A) with the following language, "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee". The Personal Service Contract Invoice Form shall be used for this purpose and for your convenience we have added fields so that it can be filled in online and printed. This form can be located on NKU's Procurement Services website at: www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf

M. Permits, Licenses, Taxes

All contractors performing work for NKU must possess a Campbell County Occupational License and a city of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto: <http://www.campbellcountky.org/home/services/occupational-license.htm>.

The contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this contract is performed.

The contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the contractor need not be registered as a prerequisite for responding to the RFP.

The contractor shall pay any sales, use, personal property and other tax arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction or the equipment or services delivered pursuant hereto shall be the responsibility of the contractor.

The contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law including (but not limited to) old age pension, social security or annuities.

N. Governing Law

The contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky and all other local governments, public authorities, boards or offices relating to the property or the improvements upon same (or the use thereof) and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

VI. Northern Kentucky University - Overview

Northern Kentucky University, located in the Greater Cincinnati metropolitan area about 7 miles south of downtown Cincinnati, was founded in 1968. The first building on the new campus in Highland Heights opened in August 1972. The campus sits on rolling land near the intersection of I-275 and I-471. Due to topography, many locations on campus have attractive views, including views of the Cincinnati skyline.

NKU owns about 425 acres and has 3.4 million GSF. With enrollment of nearly 15,000 students, Northern is the second largest university in the Greater Cincinnati area. For general information about NKU, visit: <http://www.nku.edu/about.html>

PROJECT: Callahan Hall Renovations Score Sheet

FIRM NAME _____

EVALUATION CRITERIA	WEIGHT	RATING 1-5	Maximum TOTAL POINTS	POINTS AWARDED
<u>Team Qualifications</u>				
1. MEP Engineering	30		150	
2 Overall team qualifications & experience	15		75	
Subtotal			250 (50%)	
<u>Responsiveness to RFP</u>				
1. Narrative content, basic understanding of NKU's vision, goals and challenges	15		75	
2. Organization and thoroughness of RFP	5		25	
3. Methods for expedited project facilitation, project management and schedule conformance	10		50	
4. Demonstrated ability to design within budget and limit change orders	15		75	
Subtotal			225 (45%)	
<u>MBE/DBE Participation</u>				
See RFP IV.A.3. – MBE/WBE participation	10		50	
Subtotal			50 (10%)	
TOTAL POINTS			500 (100%)	

EVALUATOR _____

**ARCHITECTURAL SELECTION COMMITTEE
SUPPLEMENTAL RANKING FORM**

**Callahan Hall Renovations
Northern Kentucky University
Highland Heights, Kentucky
RFP NKU-05-2021**

RFP GRADING CRITERIA:

For the purpose of arriving at the best qualified firm for this Project, as set forth in the Selection process criteria for this project, each voting member of the Selection Committee shall rank their first, second and third choices based on the numerical scoring on the Grading Sheet. Based on the following formula, the firm with the highest number of points will be considered the Committee's collective first choice, etc.

Reviewer's

First Choice: 3 points
Second Choice: 2 points
Third Choice: 1 point

REVIEWER: _____

FIRST CHOICE: _____

SECOND CHOICE: _____

THIRD CHOICE: _____

Reviewer Signature: _____

Date: _____

AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
2. That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
 - A. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.
 - B. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine 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 which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.
3. That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and
5. That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.
6. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.
7. That the Bidder, if awarded a contract, would not be in violation of Executive Branch Code of Ethics established by KRS 11A.990.
8. **Campaign Finance Laws** Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.
9. **Worker's Compensation and Unemployment Insurance** Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____
 DATE: _____
 NAME (Please Print Legibly): _____
 FIRM: _____
 FED ID. OR SSN#: _____

PERMANENT ADDRESS:

 STREET CITY STATE ZIP

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO: _____ FAX NO: _____

E-MAIL: _____

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

