

INVITATION TO BID

NKU-39-2021



MEP SKYLIGHT REPLACEMENTS

May 4, 2021

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

Proposal NO: NKU-38-2021
Issue Date: May 04, 2021
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: 05/24/2020 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 ITB 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 ITB;
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

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1.0 DEFINITIONS

The term "ITB" means Invitation to Bid or this document

The term "addenda" means written or graphic instructions issued by the Northern Kentucky University prior to the receipt of proposals that modify or interpret the ITB documents by additions, deletions, clarifications and/or corrections.

The terms "offer" or "bid" mean the offeror's/offers' response to this ITB.

The term "offeror" means the entity or contractor group submitting the proposal.

The term "contractor" means the entity receiving a contract award.

The term "purchasing agent" means Northern Kentucky University appointed contracting representative.

The term "responsible offeror" means a person, company or corporation that has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an offeror is responsible, the University may evaluate various factors including (but not limited to): financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; adversarial relationship between the offeror and the University that is so serious and compelling that it may negatively impact the work performed under this ITB; or any other cause determined to be so serious and compelling as to affect the responsibility of the offeror.

The term "solicitation" means ITB.

The term "University" means Northern Kentucky University.

General Terms & Conditions Available to view / download at:

https://inside.nku.edu/content/dam/Procurement/docs/forms/General%20Terms%20%20Conditions_RS_jg11-1-18.pdf

An electronic version of the ITB, in .PDF format only, is available through Northern Kentucky University's Plan Room at <https://www.nkuplanroom.com/purchasing/View/Login>.

1.0 GENERAL OVERVIEW**Intent and Scope**

Northern Kentucky University is seeking a Contractor to provide all materials, labor, tools, supervision, and equipment required to remove and replace two existing skylights. Description and project scope is below.

1.1 DESCRIPTION

- A. Contract and General Requirements shall govern the work of this section.
- B. Contractor shall provide Design, Engineering, labor, materials, equipment, and supervision necessary to remove and replace two existing skylights.

1.2 LOCATION: NKU Math Education and Psychology Building.

- 1.3 SCHEDULE:** Project shall be scheduled during normal University work hours of 7:30 am to 4:00 pm Monday through Friday. Work is to be done with a minimum of interference to normal activities of students, faculty and staff.
All work shall be coordinated through NKU's Project Manager for this work.

1.4 QUALIFICATIONS

- A. Use adequate numbers of skilled workers thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this section.
- B. Contractor qualifications:
 - 1. Contractor shall have at least five years experience in installing materials of types specified and shall have successfully completed at least five projects of similar scope and complexity.
 - 2. Contractor shall designate a single individual as project foreman who shall be on site at all times during construction.
- C. WARRANTY:
 - 1. Contractor shall warrant the skylight system to be free from defects in workmanship and materials for a period of 5 years from the date of final completion.
 - 2. Contractor shall warrant glass against defective materials per the glass manufacturer's warranty.

1.5 JOBSITE INSPECTIONS

- A. Contractor shall visit the site prior to bidding to examine and determine the conditions under which the work of this section will be performed.

- B. Contractor shall document existing skylight, roofing and surrounding area and submit to the University any preexisting conditions that might be misconstrued as being damaged by the Contractor prior to starting any work.

1.6 SUBMITTALS

- A. Prior to starting the work contractor shall submit:
 - 1. Manufacturer's shop drawings. Include plan, details, material descriptions, profiles and finishes of skylight components.
 - 2. Stamped Engineered drawings with Structural calculations for framing, glass, and attachment of skylight system. The skylight shall be designed to meet Kentucky Building Codes.
- B. Samples of each type of aluminum finishes and glazing prior to proceeding with fabrication.
- C. Glazing material: samples for verification of specified color and reflective coating.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the jobsite in their original unopened containers, with all labels intact.
- B. Store materials in strict accordance with manufacturer's recommendations.

1.6 PROJECT CONDITIONS

- A. Before beginning any demolition work, the Contractor shall survey the site and examine the specifications to determine the extent of the work. The Contractor shall coordinate the work of this section with all other work.
- B. Contractor shall provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during demolition and removal operations.
- C. Contractor to protect areas below skylights during the progress of work.
- D. Contractor shall comply with OSHA safety regulations during demolition and installation of new skylight system.

1.7 DEMOLITION

- A. Contractor shall remove existing skylights and other materials as needed to expose and prepare the openings for the new skylight system. Leave the skylight and any openings in a water tight condition at the end of each work day.

- B. Contractor to legally dispose of all materials as indicated. Materials removed shall become property of contractor and shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations, and be hauled to an appropriate disposal facility.
- C. Contractor shall take care as to not damage existing roofing, curbs, vents, and exhaust systems while removing existing skylight system.

PART 2 PRODUCTS

2.1 MANUFACTURERS:

- A. Skylight Manufacture and system shall be equal to or better than the Pinnacle 350/600 system by Wasco Skylights part of the Velux Group.
- B. Substitutions: Manufacturers must have been in the custom skylight business for not less than a period of 15 years and must submit to the owner the following:
 - 1. List of similar project successfully completed within the last 5 years.
 - 2. Proof of financial capability.
 - 3. Complete details of the proposed skylight system.
 - 4. Complete specifications for review.

2.2 MATERIALS AND FABRICATION

- A. Glazing: Insulated Glass 1 1/8" thick consisting of 1/4" inch tempered exterior lite, 1/2" sealed air space and 7/16" laminated safety glass interior lite.
- B. Glazing accessories: Manufactures proprietary pressure glazing gaskets, tapes, setting blocks and sealants.
- C. Extrusions shall be a minimum 2 1/2" x 6 5/8" Aluminum alloy. Skylight frame to be black anodize finish.
- D. Fasteners: Screws bolts and accessories shall be corrosion resistant and compatible with aluminum under normal service conditions. All other fasteners shall be zinc plated steel unless otherwise specified a. Finish: Manufacturer's factory applied finish, which meets the performance requirements of AAMA 2604.
- E. Skylight end walls divided into 2) 123" x 60" triangles.
- F. .060 Black anodized aluminum curb flashings.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this Section.

- B. Contractor shall examine the areas and conditions under which work of this Section will be performed.
 - 1. Verify conformance with manufacturer's requirements;
 - 2. Report unsatisfactory conditions in writing to the Owner;
 - 3. Do not proceed until unsatisfactory conditions are corrected.
- C. Installation by manufacturer or manufacturer's authorized installer, with specified Installation certificates.
- D. Contractor shall install the skylight system in accordance with the manufacturer's installation recommendations and approved shop drawings.
- E. Anchor component parts securely in place by permanent mechanical attachment system.
- F. Install joint sealants at perimeter joints and within the panel system in accordance with manufacturer's installation instructions.

3.2 PERFORMANCE REQUIREMENTS

- A. Provide skylight system capable of withstanding loads defined by Kentucky building codes.
- B. Units shall be tested to compliance with AAMA\WDMA\CSA\101\I.S.2\A440.
- C. Allowable air infiltration shall not exceed 0.06 CFM of the total glazed surface area when tested in accordance with ASTM E283 at a static pressure of 6.24 PSF.
- D. Water penetration: no uncontrollable water penetration when tested in accordance with ASTM E331 at a static air pressure difference at a test pressure of 15 psf.
- E. Max Solar Heat Gain Coefficient (SHGC): 0.25
- F. Max U-Factor: 0.47
- G. Field Quality Control. Water Test: Installer to test skylights according to procedures in AAMA 501.2.

3.3 CLEANING

- A. Clean the skylight system inside and outside, immediately after installation.
- B. Refer to manufacturer's written recommendations.

3.4 EXISTING SKYLIGHT

- A. Photograph A (see end of ITB)

2.2 University Information

Information regarding Northern Kentucky University can be found at <https://inside.nku.edu/>

3.0 SPECIAL CONDITIONS TO BIDDER

3.1 Key Event Dates

Release of ITB	05/04/2021
Pre-Bid Conference (Optional)	05 /11 /2021 @ 11:00AM
Deadline for Written Questions	Noon Eastern Time on 05 /18/2021
Bids Due	2 p.m. Eastern Time on 05/24/2021

3.2 Offeror Communication

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: vasquezh1@nku.edu and gilmoreb@nku.edu
purchasing@nku.edu

Holly Vasquez
Manager Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
vasquezh1@nku.edu

3.3 Pre-Proposal Conference

Pre-Bid Conference will be scheduled at 11:00am 05/11/2021. Please contact Holly Vasquez with preferred time or Blaine Gilmore. Procurement Services vasquezh1@nku.edu
gilmoreb@nku.edu

3.4 Preparation of Offers

The offeror is expected to follow all specifications, terms, conditions and instructions in this ITB.

The offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the offeror’s capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

3.5 Bid Submission and Deadline

Note: Due to the current situation with COVID -19, we are asking that all bids be submitted electronically to vasquezh1@nku.edu, gilmoreb@nku.edu and purchasing@nku.edu by the time and date specified.

Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.

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

**ITB NKU-38-2021
MEP Skylight Replacement**

3.6 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

3.7 Acceptance or Rejection and Award of Proposal

The University reserves the right to accept or reject any or all bids, to waive any informalities or technicalities, to clarify any ambiguities in bids. In the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, multiple awards or no award, whichever is in the best interest of the University.

3.8 Rejection

Grounds for the rejection of proposals include (but shall not be limited to):

- a) Failure of a bid to conform to the essential requirements of the ITB.

- b) Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the offeror's liability to the University on the contract awarded on the basis of such solicitation.
- c) Failure of the offeror to sign the University ITB. This includes the Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest statements. (pages 1 & 2)
- d) Failure to sign the Bid Form / Form of Proposal
- e) Receipt of bid after the closing date and time specified in the ITB.

3.19 Addenda

Any addenda or instructions issued by the purchasing agent prior to the time for receiving proposals shall become a part of this ITB. Such addenda shall be acknowledged on the bid form or form of proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.10 Disclosure of Offeror's Response

The ITB specifies the format, required information and general content of proposals submitted in response to this ITB. The purchasing agent will not disclose any portions of the proposals prior to contract award to anyone outside the Office of Procurement Services, the University's administrative staff, representatives of the state or federal government (if required) and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this ITB as a matter of public record.

Any submitted proposal shall remain valid for 90 days after the proposal due date.

3.11 Restrictions on Communications with University Staff

From the issue date of this ITB until a contractor is selected and a contract award is made, offerors are not allowed to communicate about the subject of the ITB with any University administrator, faculty, staff or members of the board of regents except: the purchasing agent representative, any University purchasing official representing the University administration, others authorized in writing by the Office of Procurement Services and University representatives during offeror presentations. If violation of this provision occurs, the University reserves the right to reject the offeror's proposal.

3.12 Cost of Preparing Bid or Proposal

Costs for developing the bids or proposals and any subsequent activities prior to contract award are solely the responsibility of the offerors. The University will provide no reimbursement for such costs.

3.13 Questions

All questions should be submitted by e-mail to the purchasing agent listed in Section 3.2 no later than the date listed in Section 3.1.

3.14 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the offeror or bona fide established commercial or selling agencies maintained by the offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.15 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University purchasing office, signed by the offeror. Unless requested by the University, the University will not accept revisions or alterations to proposals after the proposal due date.

3.16 Effective Date

The effective date of the contract shall be the date upon which the parties execute it and all appropriate approvals, including that of the (if applicable) Commonwealth of Kentucky Legislative Contracts Review Committee, have been received.

3.17 Contractor 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.

3.18 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.

3.19 Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act

To the extent Company receives Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University's and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University's discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.

3.20 Termination for Convenience

Northern Kentucky University, Office of Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the contractor of a "notice of termination," the contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the contractor will be calculated at the agreed upon rate prior to a "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

3.21 Termination for Non-Performance**a) Default**

The University may terminate the resulting contract for non-performance, as determined by the University, for such causes as:

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being

instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

b) Demand for Assurances

In the event the University has reason to believe Contractor will be unable to perform under the Contract, it may make a demand for reasonable assurances that Contractor will be able to timely perform all obligations under the Contract. If Contractor is unable to provide such adequate assurances, then such failure shall be an event of default and grounds for termination of the Contract.

c) Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the University may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

3.22 Funding Out

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days' written notice of termination under this provision.

3.23 Assignment and Subcontracting

The Contractor(s) may not assign or delegate its rights and obligations under any contract in whole or in part without the prior written consent of the University. Any attempted assignment or subcontracting shall be void.

3.24 Permits, Licenses, Taxes

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 ITB.

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.

3.25 Attorneys' Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the contract and in the event that the University prevails, the contractor agrees to pay all expenses of such action including attorneys' fees and costs at all stages of litigation.

3.26 Royalties, Patents, Copyrights and Trademarks

The Contractor shall pay all applicable royalties and license fees. If a particular process, products or device is specified in the contract documents and it is known to be subject to patent rights or copyrights, the existence of such rights shall be disclosed in the contract documents and the Contractor is responsible for payment of all associated royalties. To the fullest extent permitted by law the Contractor shall indemnify, hold the University harmless, and defend all suits, claims, losses, damages or liability resulting from any infringement of patent, copyright, and trademark rights resulting from the incorporation in the Work or device specified in the Contract Documents.

Unless provided otherwise in the contract, the Contractor shall not use the University's name nor any of its trademarks or copyrights, although it may state that it has a Contract with the University.

3.27 Indemnification

The contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including court costs and attorneys' fees of the University's attorneys), all liability of any nature or kind arising out of or relating to the Contractor's response to this ITB or its performance or failure to perform under the contract awarded from this ITB. This clause shall survive termination for as long as necessary to protect the University.

3.28 Insurance

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University
617 Lucas Administrative Center
1 Nunn Drive**

Highland Heights, KY 41099

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

Our basic insurance requirements are:

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability Insurance: To cover all owned, hired, leased or non-owned vehicles used on the Project. Coverage shall be for all vehicles including off the road tractors, cranes and rigging equipment and include pollution liability from vehicle upset or overturn. Policy limits shall not be less than \$500,000 for bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.

3.29 Method of Award

It is the intent of the University to award a contract to the qualified offeror whose bid, conforming to the conditions and requirements of the ITB, is determined to be the lowest.

Notwithstanding the above, this ITB does not commit the University to award a contract from this solicitation. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the bid received.

3.30 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating proposals, the University will apply a reciprocal preference against an offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

An affidavit is provided and attached, for your convenience to this ITB.

3.31 Reports and Auditing

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review.

3.32 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.

3.33 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 ITB.

3.34 Personal Service Contract Policies/not applicable for this ITB

This ITB 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

3.35 Parking Permits

Contractor must obtain parking permits for all vehicles that will be parked on campus. Permits can be obtained at the Welcome Center for \$80/month per vehicle.

<http://parking.nku.edu/rules/guidelines.html>

3.36 Tobacco Free Campus

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

3.37 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>

3.38 Foreign Corporations

Foreign corporations are defined as corporations that are organized under laws other than the laws of the commonwealth of Kentucky. Foreign corporations doing business within the commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Proposer, if not registered with the Secretary of State at the time of the bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

3.39 Domestic Corporations

Domestic corporations are required to be in good standing

3.40 Occupational License

Northern Kentucky University was annexed by the city of Highland Heights in 2008. 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 859-572-6605.

3.41 Bid Bonds:

A 5% bid bond is required with submission of this ITB.

3.42 Payment and Performance Bonds

100% Payment and Performance Bonds will be required for work arising from this ITB.

3.43 Completion Dates or Liquidated Damages if applicable

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid for each of the project phases (1 & 2). Failure to meet the Substantial Completion Date milestones listed will result in Liquidated Damages of \$5,000 per day for Phase 1 and Phase 2.

3.44 Coordination of Work

The Vendor shall be responsible for coordinating all work with the **NKU Project Manager**. The Contractor shall cooperate completely with the Owner's security forces and measures.

3.45 Damage and Repairs

The Contractor shall exercise particular care to avoid damage to his own work, the Owner's property, and adjacent property of every description. He shall make good any damage resulting from or caused by the work under this contract at his sole expense in a manner satisfactory and without extra cost to the Owner including, but not limited to, finishes, furnishings, and landscaping.

3.46 Hazardous Materials

No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.

3.47 Examination of Site

Each vendor shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operation to be carried on under the proposed contract and has made such investigation as may be reasonably necessary so that the vendor shall fully understand the facilities, physical conditions and restrictions attending to the work under the contract. The specifications furnished represent a fair approximation of the material needed but all quotations submitted should take into account knowledge gained as a result of the above referenced visual inspection.

3.48 Examination of Contract

Each vendor shall also thoroughly examine and become familiar with the specifications and associated contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may

in any way affect the work or its performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

3.49 Field Verification

It is the Vendor's responsibility to verify all measurements.

3.50 Hours of Work

Working days at Northern Kentucky University are generally Monday through Friday, 7:00am to 4:30pm. Working hours for the project are at contractor discretion. Please inform project manager of general working hours. Any night work will need to be approved by said project manager.

3.51 Warranty

Contractor shall warrant the skylight system to be free from defects in workmanship and materials for a period of 5 years from the date of final completion. Contractor shall warrant glass against defective materials per the glass manufacturer's warranty.

4.0 SCOPE OF WORK - Outlined under 1.0 General Overview (Intent and Scope)

5.0 BID DOCUMENTS

5.1 References

5.2 List of Unit Prices (If Applicable)

5.3 Subcontractors (If Applicable)

5.4 List of Materials and Equipment

5.5 Bid Bond

5.6 EEO Paperwork (If Applicable)

5.7 Form of Bid

5.1 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: _____

5.1 List of Unit Prices (IF APPLICABLE)

List of Unit Prices. Unit prices shall include the furnishing of all labor, materials, suppliers, services, and shall include all items of cost, overhead and profit for the Trade Contractor and any Subcontractor involved, and shall be used uniformly without modification for either additions or deductions. The Unit Price as established shall be used to determine the equitable adjustment of the Contract Price in connection with changes or extra work performed under the Contract. Failure to completely fill out the unit prices requested will result in Bid rejection.

5.4 **List of Materials and Equipment**
(Must be submitted within 24 hours after bid opening)

Every item listed under the different phases of this project must be clearly identified so that Northern Kentucky University will definitely know what the bidder proposes to furnish. Bidders be hereby advised that this list shall be required to be filled out completely by the apparent low bidder within twenty-four (24) hours from the close of the official reading of the bids.

The above requirement does not preclude any bidder from submitting this list, fully executed, at the time the bids are submitted.

The use of the manufacturers' dealer's name only, or stating "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Failure to submit a proper list may result in rejection of the Bidder's Proposal.

5.5

Bid Bond
5% of Contract Price

KNOW ALL MEN BY THESE PRESENTS, that we (here insert full name and address or legal title of Contractor) as Principal, hereinafter called the Principal, and (here insert full name and address or legal title of Surety) a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter called Obligee, in the sum of :

_____ Dollars (\$ _____),

representing 5% of the Principal's total bid price and for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____ (Here insert full name, address and description of project) NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this day of _____, 2021

(Principal)	(Seal)	(Witness)
-------------	--------	-----------

(Title)	(Seal)	(Witness)
---------	--------	-----------

(Title)

THIS DOCUMENT MUST BE NOTORIZED
This is only an example. Other forms may be used.

5.6 FORM OF PROPOSAL

LUMP SUM BASE BID

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required to perform this contract in a workmanlike manner. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the **LUMP SUM BASE BID** set forth below:

_____ Dollar _____ Cents
 (USE WORDS) (USE WORDS)

\$ _____
 (USE NUMBERS)

\$ _____

This offer is for, at minimum, _____ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

 (Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

NOTE: *The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest must be properly executed for this Bid to be valid.*

This Bidder, in compliance with this Request for Bid, and having carefully examined the complete contract documents, as well as the specifications for the work as prepared by Northern Kentucky University, hereby proposes to furnish all labor, supervision, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth herein and for the final negotiated price.

The Bidder, hereby acknowledges receipt of the following Addenda:

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

EXISTING SKYLIGHT

Photograph A

