



Procurement Services  
Lucas Administrative Center, 617  
1 Nunn Drive  
Highland Heights, KY 41099  
859.572.6605  
FAX 859.572.6995

ADDENDUM NO: 2

IFB/RFP No: ITB NKU-23-2022

Project /Commodity: Callahan Residence Hall  
Interior Painting

Date: 03/01/2022

New Due Date: 03/09/2022 @ 2PM ET

***BIDDER/RESPONDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS INVITATION FOR BID.***

**Addendum No: 2 Revised ITB NKU-23-2022 attached**

1. Sections Revised Invitation to Bid
  - a. Section 3.1, Key Event Dates
  - b. Section 3.52, Alternates
  - c. Section 4.0 Scope of Work
  - d. Section 5, 5.5 Unit Cost
  - e. Section 5, 5.6 Form of Proposal
  
2. Revised Drawings:
  - a. Refer to revised Reference Drawing, Appendix A

HCV 03/01/2022

END OF ADDENDUM

INVITATION TO BID

NKU-23-2022



**Addendum No: 2 Revised ITB NKU-23-2022**  
**03/01/2022**

**Callahan Residence Hall Interior Painting**

February 11, 2022

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

**Proposal NO:** NKU-23-2022  
**Issue Date:** 02/11/2021  
**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: 03/09/2022 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.

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

**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](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>.

**2.0 GENERAL OVERVIEW**

**2.1 Intent and Scope**

Northern Kentucky University is seeking a Contractor to provide all materials, labor, tools, supervision, and equipment required to perform interior repainting of cmu block wall commons spaces, corridors, estimate 221 residence units, hollow metal doors and frames, and stairwells.

**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	02/11/2022
Pre-Bid Conference	02/18/2022 @9 am EST
Deadline for Written Questions	Noon Eastern Time on 02/23/2022
BIDS DUE	2 p.m. Eastern Time on 03/09/2022

**\*Construction Start: March 14, 2022. The building is currently vacant and work will need to be complete prior to July 15, 2022. It is the university's understanding that the awarded bidder will be able to mobilize at time of awarded contract.**

**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 above.**

**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 to:

**Holly C Vasquez**  
**Manager Procurement Services**  
**Lucas Administrative Center, Suite 617**  
**Northern Kentucky University**  
**Highland Heights, KY 41099**  
[vasquezh1@nku.edu](mailto:vasquezh1@nku.edu)



**3.3 Pre-Proposal Conference**

There will be a pre-bid meeting held on **Date 02/18/2022 at 9:00am EST**. Meet at entry doors to Callahan Residence Hall, Northern Kentucky University 3510 Alexandria Pike Highland Heights, KY 41076; please email Holly Vasquez, Manager Procurement Services [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu) with any questions.

**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**

The bidder shall submit their bid, by the time and date specified via email to [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu) and [gilmoreb@nku.edu](mailto:gilmoreb@nku.edu). No emails will be opened until after the 2 PM deadline. Please use the following in the subject line:

**ITB - NKU-23-2022**

**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 either fax or 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.

***If accessing NKU Student, Employee, or other personal records, vendor needs Security and Privacy Liability Insurance with limits no less than \$1,000,000.***

**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

**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**

**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. All parties will agree upon a construction schedule prior to commencement of work.**

**Example value cost of Delay to the University:**

**July 15-Aug 1: \$5000/day**

**Aug 1 – Aug 17: \$5,000/day**

**Aug 18+: \$29,000/day**

**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. **Due to the unique nature of the work being completed and the necessity of completion on or before the scheduled completion date of July 15, 2022, 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 provide labor warranty of up to 1 year from the date of substantial completion. Manufacturer shall stand behind installed system from Date of Substantial Completion along with any above and beyond conditions stated in the contract documents.

**3.52 Alternates**

Alternate(s) will be accepted in the sequence of the Alternates listed on the Bid Form, and the lowest Bid Sum will be computed on the basis of the sum of the base Bid and any alternates accepted, within budgeted amount.

**Schedule of Alternates: See Section 4.0 Scope of Work.**

**3.53 Change Orders/Work Change Proposal Requests**

Work Change Proposal Requests (Change Orders) are not instructions to either stop work in progress or to execute the proposed change. Changes in the Work initiated by the University, the consultant or the contractor must be approved by the University, typically in writing via approved Construction Change Authorization (CCA), before contractor may proceed with the work. Pricing and any contract time adjustments shall be provided within specified time or 20 days when not specified, after receipt of Proposal Request. Work Change Proposal shall be all inclusive and shall include:

- A. A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities;
- B. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts;
- C. Include costs of labor and supervision directly attributable to the change; and,
- D. Include any adjustment to contract schedule as a result of this change.

Overhead and Profit for each Work Change Proposal may include up to 15% in mark-up, overhead and profit, with the split among the general contractor and any subcontractors determined by the contractor, but in no case shall the total exceed 15%. Upon approval, the CCA shall be added as a line item to the Payment Application.

### **3.54 Contractor Payments**

- A. Provide a Schedule of Values equal to the Contract Sum for approval at least seven days prior to submission of the first payment application. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports, and generally coordinate with Project Manual/Specifications table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
- B. Each approved Construction Change Authorization (CCA) shall be listed on the Payment Application as a separate line item.
- C. Provide separate line items in the Schedule of Values for any Allowances included in the Bid.
- D. Retainage shall be held at 10% of completed work until completed work reaches 50% of the Contract Sum and any approved CCA's, at which time it may be reduced, at the consultant's and/or University's discretion, to no less than 5%. Provide completed Consent of Surety Form prior to submitting Pay Application which requests reduction in retainage. Retainage can be released at Final Completion of the Project. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- E. When Payment is requested for items stored off-site, proof of insurance must be provided, and the University reserves the right to inspect the stored items prior to approval of Payment.

### **3.55 Waiver of Mechanic's Lien**

With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application that is lawfully entitled to a lien.

### **3.56 Safely Working on Campus**

The [Contractor's Guide to Safely Working on Campus](#) is available on the [Safety and Emergency Management](#) website under [Occupational Safety](#) ("Resources"), and includes information on Key Assignment, the Hot Work Permit, the Red Tag Permit, Accident/Incident Reporting, and Emergency contacts.

#### 4.0 SCOPE OF WORK

##### SPECIFICATIONS / SCOPE OF WORK

##### DESCRIPTION OF WORK:

Northern Kentucky University Callahan Residence Hall is up for interior repainting maintenance. Scope will consist of interior repainting of main cmu corridor walls, cmu residential unit/corridor walls, adjacent hollow metal doors/frames, stairwell walls/railing system and minimal drywall patch/painting of touch up walls. All areas should be cleaned, prepped per manufacturer's recommendation, and patched as necessary to accept new paint finish.

Color selection will be based on (1) base color(s) and three (3) to six (6) accent colors with a maximum of (3) deep or bright colors. No more than [eight (8)] colors will be selected for the entire project and no more than two (2) colors will be selected in each area. Note that this does not include pre-finished items. Existing colors vary. Refer to drawings for existing bold color locations.

This shall include the following areas. Reference contract drawings and finish schedule for further clarification:

- All commons hallway cmu walls and adjacent doors/frames back and front unless noted otherwise on documents
- Previously painted access doors, registers, radiators and covers, exposed piping and electrical panels shall be repainted to match adjacent surfaces (i.e. color, texture and sheen), unless otherwise noted or where pre-finished. Review with project manager.
- Residential unit bedroom (estimate 221 units) cmu walls/closets, bathroom and adjacent doors/frames unless noted otherwise. Tile within bathroom excluded. Ceilings in bathrooms to be repainted. Extend of painting, refer to room schedule in drawings.
- All commons lounges cmu walls at the end of each wing unless noted otherwise.
- Exclude not in scope areas as shown on the drawings.
- Exclude mechanical, electrical, custodial closets for interior wall painting unless noted otherwise.
- Exclude dining hall areas unless noted otherwise.
- Contractor responsible for moving furniture by picking up furniture to middle of rooms. NKU will put furniture back.
- Include \$5,000 allowance for drywall wall patching, sanding, and priming work on a time and material basis. Provide unit cost if amount succeeds work. Majority of the rooms are cmu walls, but there is some wall and ceiling work.
- Base boards are existing to remain and should be cut in or equal to avoid painting.

**Add Alternate 1:** Stairwell cmu walls to be repainted along with all handrail systems. If accepted, all stairwell painting work to follow phasing of removal of asbestos flooring. Wall Color Selection TBD, railings P-8.

**Add Alternate 2:** remove existing concrete floor painted coating; grind as needed to provide smooth surface to receive clear sealant.

Project Schedule. Due to the timing of needing the units occupied for the fall semester, the following should be discussed prior to painting as a priority list of completion by July 15:

- Resident Room scope
- Resident Room/ Resident Corridors
- Main Floor Corridors
- Commons lounges at the end of each wing unless noted otherwise.
- Basement Level
- Alt. 1 if accepted
- Alt. 2 if accepted

**\*CONSTRUCTION START DATE MARCH 14<sup>TH</sup>, 2022.**

**SPECIFICAIONS**

**PART 1 - GENERAL**

**1.1 Description:**

- .1 Section Includes: All labor, materials, tools and other equipment, services and supervision required to complete all interior repainting work as indicated on Finish Schedules and to the full extent of the drawings and specifications.
- .2 Work under this Contract shall also include, but not necessarily be limited to:
  - .a Moisture testing of substrates.
  - .b Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to the limits defined under MPI Repainting Manual Preparation requirements.
  - .d Sealing / priming surfaces for repainting in accordance with **MPI** Repainting Manual requirements.
  - .e Provision of safe and adequate ventilation as required over and above temporary ventilation supplied by others, where toxic and/or volatile / flammable materials are being used.
- .3 Refer to drawings and schedules (e.g., Finish Schedule) for type, location and extent of interior repainting required, and include all touch-ups necessary to complete work shown, scheduled or specified.
- .4 This Section along with the drawings forms part of the Contract documents and is to be read, interpreted and coordinated with all other parts.
- .5 Division 0, General Conditions and Supplementary Conditions and Division 1, General Requirements as part of the invitation to Bid Document form an integral part of this Section of Work. The Painting contractor shall refer to these and all other related parts.

**1.2 Related Sections:**

- .1 Unless otherwise noted, the following work or conditions are not included under this Section of work:
  - Section 01500 - Temporary Facilities and Controls
  - Section 09720 - Wall Coverings
  - Section 09900 - Painting (new surfaces)
  - Section 09915 - Exterior Repainting

## Section [03300] [09945] - Abrasive Blasting

**1.3 Quality Assurance:**

- .1 This Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable interior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.
- .2 Only qualified journeypersons, as defined by local jurisdiction, shall be engaged in exterior repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.
- .3 All materials, preparation and workmanship shall conform to the standards contained in the latest edition of the Master Painters Institute (*MPI*) Maintenance and Repainting Manual (herein referred to as the *MPI* Repainting Manual).
- .5 **All surfaces requiring repainting shall be inspected** by the Painting Subcontractor who shall notify the Consultant, Paint Inspection Agency, and General Contractor in writing of any defects or problems, prior to commencing repainting or after preparation work.

**1.4 Regulatory Requirements:**

- .1 Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- .2 Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- .3 Notify the Paint Inspection Agency on award of contract and make application for assignment of an Inspector using appropriate forms supplied by the Agency as well as provide a copy of the project repainting specification, drawings, color schedule and list of proposed materials for review purposes prior to commencement of work.
- .4 Fully cooperate at all times with the requirements of the Paint Inspection Agency in the performance of their duties, including providing access and assistance as required to complete inspection work.
- .5 To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to:
  - .a Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
  - .b Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
  - .c Return solvent and oil-soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
  - .d Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
  - .e Empty paint cans are to be dry prior to disposal or recycling (where available).
  - .f Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.
- .6 Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.

**1.5 Mock-Ups:**

- .1 When requested by the Consultant or Paint Inspection Agency, prepare and repaint a designated interior surface, area, room or item to requirements specified herein, with specified paint or coating showing selected colors, gloss / sheen, texture and workmanship to *MPI* Repainting Manual standards



for review and approval. When approved, interior surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

**1.6 Submittals:**

- .3 Submit list of all painting materials to the Consultant for review prior to ordering materials.
- .4 Submit two sets of Material Safety Data Sheets (MSDS) prior to commencement of work for review and for posting at job site as required.
- .5 Submit invoice list of all paint materials ordered for project work to indicating manufacturer, types and quantities for verification and compliance with specification and design requirements if requested.
- .7 At project completion provide an itemized list complete with manufacturer, paint type and color coding for all colors used for Owner's later use in maintenance.
- .8 At project completion provide properly packaged maintenance materials as noted herein and obtain a signed receipt.

**1.7 Product Delivery, Storage and Handling:**

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure (lockable), dry, heated and well ventilated single designated area meeting the minimum requirements of both paint manufacturer and authorities having jurisdiction and at a minimum ambient temperature of 45° F (7° C). Only material used on this project to be stored on site.
- .3 Where toxic and/or volatile / explosive / flammable materials are being used, provide adequate fireproof storage lockers and take all necessary precautions and post adequate warnings (e.g. no smoking) as required.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.
- .5 Comply with requirements of authorities having jurisdiction, in regard to the use, handling, storage and disposal of hazardous materials.

**1.8 Project / Site Requirements:**

- .1 UNLESS specifically pre-approved by the specifying body, Paint Inspection Agency and the applied product manufacturer, perform no interior repainting work when interior ambient air and substrate temperatures and humidity level exceeds manufacturer's stated limits.
- .2 Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements. Because of moisture generation and potential fire hazard, the use of gas fired heating units is not advised, unless otherwise approved by the Owner / Consultant and authorities having jurisdiction.
- .3 Test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:

- .a 15% for wood.
- .b 12 % for plaster and gypsum board.
- .4 Perform no repainting work unless a minimum lighting level of 323 Lux (30-foot candles) is provided on surfaces to be repainted. Notify the owner if the facility does not meet adequate lighting levels in certain areas.
- .5 Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

**1.9 Guarantee:**

- .1 Furnish a (1) year Painting Association Guarantee or a 100% (1) year Maintenance Bond both in accordance with **MPI** Repainting Manual requirements. The Maintenance Bond shall be obtained from an approved bonding company and shall warrant that all repainting work has been performed in accordance with **MPI** Repainting Manual requirements.
- .2 All interior repainting work shall be in accordance with **MPI** Repainting Manual requirements and shall be inspected by the installer and team prior to turnover.
- .3 Painting Subcontractors choosing the Maintenance Bond option shall provide written proof of their ability to supply same at time of bidding.

**1.11 Maintenance Materials:**

- .1 At project completion provide a minimum of (5) gallons) of each type and color of paint from same production run (batch mix) used in unopened cans, properly labeled and identified for Owner's later use in maintenance. Store where directed.

**PART 2 - PRODUCTS**

**2.1 Materials:**

- .1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be products listed in the latest edition of the **MPI** Approved Product List and shall be from a single manufacturer for each system used.
- .3 All materials and paints shall be lead and mercury free.
- .4 Where required, paint products shall meet **MPI** Environmentally Friendly" [E1] ratings based on VOC (EPA Method 24) content levels.
- .5 All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, sags, air entrapment, etc. Refer to 3.6, Field Quality Control / Standard of Acceptance requirements.
- .6 Where required, paints and coatings shall meet flame spread and smoke developed ratings designated by local Code requirements and/or authorities having jurisdiction.

**2.2 Equipment:**

- .1 Painting Equipment: to best trade standards for type of product and application.
- .2 Spray-Painting Equipment: of ample capacity, suited to the type and consistency of paint or coating being applied and kept clean and in good working order at all times.

**2.3 Mixing and Tinting:**

- .1 Unless otherwise specified or pre-approved, all paints shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and color and gloss uniformity.
- .2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.
- .3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations.
- .4 If required, thin paint for spraying in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Consultant.

**2.4 Finish and Colors:**

- .2 Colors shall be as selected by the Consultant from a manufacturer's full range of colors. Refer to the Finish Schedule for identification and location.

**Generally, and unless otherwise specified herein or noted on Finish Schedules the quantity of colors and finishes shall be based on the following criteria:**

- .3 Color selection will be based on (1) base color(s) and three (3) to six (6) accent colors with a maximum of (3) deep or bright colors. No more than [eight (8)] colors will be selected for the entire project and no more than two (2) colors will be selected in each area. Note that this does not include pre-finished items.
- .4 Interior colors and/or patterns shall be consistent throughout each wing.
- .5 Unless otherwise noted, repaint walls within a given area using the same color as selected.
- .7 Corridors shall be repainted [the same color on all floors two (2) separate color schemes prepared for doors and trim.
- .10 Doors, frames and trim shall be repainted a different color than walls] [the same color as walls. Unless otherwise noted or scheduled all doors, frames and trim shall be repainted using (semi-gloss) finish.
- .12 Previously painted access doors, registers, radiators and covers, exposed piping and electrical panels shall be repainted to match adjacent surfaces (i.e. color, texture and sheen), unless otherwise noted or where pre-finished.

**PART 3 - EXECUTION**

**3.1 Condition of Surfaces:**

- .1 Prior to commencement of repainting work, thoroughly examine (and test as required) all interior conditions and surfaces scheduled to be repainted and report in writing to the [Consultant] [Owner] [and General Contractor where applicable] any conditions or surfaces that will adversely affect work of this section.
- .2 The degree of surface deterioration (DSD) shall be assessed using the assessment criteria indicated in the **MPI** Maintenance Repainting Manual. In general, the **MPI** DSD ratings and descriptions are as follows:

<b>ion</b>	<b>Description</b>
<b>DSD-0</b>	Sound Surface (may include visual (aesthetic) defects that do not affect film's protective properties).
<b>DSD-1</b>	Slightly Deteriorated Surface (may show fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.) / Minor cosmetic defects (runs, sags, etc.).
<b>DSD-2</b>	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).
<b>DSD-3</b>	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
<b>DSD-4</b>	Substrate Damage (repair or replacement of surface required by others).

- .3 Other than the repair of DSD-1 to DSD-3 defects included under this scope of work, structural and DSD-4 substrate defects discovered prior to and after surface preparation or after first coat of paint shall be made good and sanded by others ready for painting, unless otherwise agreed to by the Owner and painter to be included in this Work.
- .4 No repainting work shall commence until all such DSD-4 adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Painting Subcontractor. The Painting Subcontractor shall not be responsible for the condition of the substrate or for correcting defects and deficiencies in the substrate, which may adversely affect the painting work except for minimal work normally performed by the Painting Subcontractor and as, indicated herein. It shall always, however, be the responsibility of the Painting Subcontractor to see that surfaces are properly prepared before any paint or coating is applied. It shall also be the Painting Subcontractor's responsibility to paint the surface as specified providing that the owner accepts responsibility for uncorrected DSD-4 substrate conditions.

**3.2 Preparation of Surfaces:**

- .1 Prepare all interior surfaces for repainting in accordance with **MPI** Repainting Manual requirements. Refer to the **MPI** Repainting Manual in regard to specific requirements for the following:
  - .d rust stain removal.
  - .h clay and concrete masonry units.
  - .i structural steel and miscellaneous metals.
  - .s stucco, plaster and gypsum board.
- .2 Sand, clean, dry, etch, neutralize and/or test all surfaces under adequate illumination, ventilation and temperature requirements.
- .3 Remove and securely store all miscellaneous hardware and surface fittings / fastenings (e.g. electrical plates, mechanical louvers, door and window hardware (e.g. hinges, knobs, locks, trim, frame stops),

removable rating / hazard / instruction labels, washroom accessories, light fixture trim, etc. from wall and ceiling surfaces, doors and frames, prior to repainting and replace upon completion. Carefully clean and replace all such items upon completion of repainting work in each area. Do not use solvent or reactive cleaning agents on items that will mar or remove finishes (e.g. lacquer finishes). Doors shall be removed before repainting to paint bottom and top edges and then re-hung.

- .4 Protect all adjacent interior surfaces and areas, including rating and instruction labels on doors, frames, equipment, piping, etc., from repainting operations and damage by drop cloths, shields, masking, templates, or other suitable protective means and make good any damage caused by failure to provide such protection.

### 3.3 Application:

- .1 Do not commence repainting unless substrates are acceptable and until all environmental conditions (heating, ventilation, lighting and completion of other subtrade work, if applicable) are acceptable for applications of products.
- .2 Apply primer, paint or stain in accordance with **MPI** Painting Manual [Budget] [Premium] Grade finish requirements.
- .3 Apply primer, paint or stain in a workmanlike manner using skilled and trade qualified applicators as noted under Quality Assurance.
- .4 Apply primer, paint or stain within an appropriate time frame after cleaning when environmental conditions encourage flash-rusting, rusting, contamination or the manufacturer's paint specifications require earlier applications.
- .5 Primer, paint or stain coats specified are intended to cover surfaces satisfactorily when applied at proper consistency and in accordance with manufacturer's recommendations.
- .6 Tint each coat of paint progressively lighter to enable confirmation of number of coats. Base colors should receive a minimum of two coats
- .7 Apply a minimum of three coats of paint where deep or bright colors are used to achieve satisfactory results.
- .8 Sand and dust between each coat as required for surface application to provide an anchor for next coat and to remove defects in previous coat (runs, sags, etc.) visible from a distance up to 1000 mm (39").
- .9 Do not apply finishes on interior surfaces that are not sufficiently dry. Unless manufacturer's directions state otherwise, each coat shall be sufficiently dry and hard before a following coat is applied.
- .10 To avoid air entrapment in applied coats, apply materials in strict accordance with manufacturer's spread rates and application requirements.

**3.4 Interior Finish / Coating Systems:**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); The campus standard is Sherwin Williams. Sherwin Williams retail location in Southgate, KY has NKU's campus color palette on file, and they will be able to provide the corresponding Sherwin Williams color to match any legacy colors. All paint is to be water based. The campus standard is Sherwin Williams Harmony for gypsum board and Sherwin Williams Metal Latex for metal surfaces. The contractor may also consider the use of Sherwin Williams 'ProGreen' 200 Low VOC product line as well.
- B. Products indicated or comparable product from one of the following. Must be approved by owner prior to purchasing:
  - 1. Benjamin Moor and Co.
  - 2. PPG Architectural Finishes, Inc.

**INTERIOR PRIMERS, SEALERS, AND FILLERS**

- C. Interior Block Filler for Concrete Masonry Units:
  - a. The Sherwin-Williams Co.; B25W25 PrepRite Acrylic Latex Block Filler. (42 g/l)
- D. Interior Acrylic Primer for Gypsum Board:
  - a. The Sherwin-Williams Co.; B28W02600 ProMar 200 Zero VOC Interior Latex Primer. (0 g/l)
- E. Interior Acrylic Primer for Ferrous Metal:
  - a. The Sherwin-Williams Co.; B66W1 Direct To Metal Acrylic Primer & Finish. (138 g/l)
- F. Interior Acrylic Primer for Overhead Ferrous and Non-Ferrous Metal:
  - a. Sherwin-Williams: Pro Industrial Pro-Cryl Universal Primer B66W00310 Series. (96 g/l)

**INTERIOR FINISH COATS**

- G. Flat Acrylic Finish Coats for Concrete, Plaster, Concrete Masonry Units, Gypsum Board, Wood:
  - a. The Sherwin-Williams Co.; ProMar 200 Zero VOC Flat, B30-2600. (0 g/l)
- H. Eggshell Acrylic Finish Coats for Concrete, Plaster, Concrete Masonry Units, Gypsum Board, Wood:
  - a. The Sherwin-Williams Co.; ProMar 200 Zero VOC Eg-Shel, B20-2600. (0 g/l)
  - b. B09W01051 Extra White, B09W01053 Deep Base Harmony Interior Acrylic Eg-Shel
- I. Semi-Gloss Acrylic Finish Coats for Concrete, Plaster, Concrete Masonry Units, Gypsum Board, Wood:
  - a. The Sherwin Williams Co.; ProMar 200 Zero VOC Semi-Gloss B31-2600. (0 g/l)
- J. Semi-Gloss Acrylic Finish Coats for Ferrous Metal:
  - a. The Sherwin-Williams Co.; K46-1150 Series Pre-Catalyzed Waterbased Epoxy Semi-Gloss
- K. Low Gloss Acrylic Finish Coats for Overhead Ferrous and Non-Ferrous Metal:
  - a. Sherwin-Williams: Pro Industrial Waterborne Acrylic Dryfall Eg-Shel, B42W00080

**3.5 Mechanical / Electrical Equipment:**

- .1 Unless otherwise noted, repainting shall also include exposed to view / previously painted mechanical and electrical equipment and components (panels, conduits, piping, hangers, ductwork, etc.) excluding shop-finished
- .2 Do not paint over name plates or instruction labels.
- .3 Leave unfinished exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish.
- .4 Keep repainted sprinkler heads free of paint.
- .5 Do not paint interior transformers and substation equipment.

**3.6 Field Quality Control / Standard of Acceptance:**

- .1 All surfaces, preparation and paint applications shall be inspected.
- .2 Repainted interior surfaces shall be considered to lack uniformity and soundness if any of the following defects are apparent to the owner:
  - .a brush / roller marks, streaks, laps, runs, sags, drips, heavy stippling, hiding or shadowing by inefficient application methods, skipped or missed areas, and foreign materials in paint coatings.
  - .b evidence of poor coverage at rivet heads, plate edges, lap joints, crevices, pockets, corners and re-entrant angles.
  - .c damage due to touching before paint is sufficiently dry or any other contributory cause.
  - .d damage due to application on moist surfaces or caused by inadequate protection from the weather.
  - .e damage and/or contamination of paint due to blown contaminants (dust, spray paint, etc.).
- .3 Repainted interior surfaces shall be considered unacceptable if any of the following are evident under final lighting source conditions:
  - .a visible defects are evident on vertical surfaces when viewed at 90 degrees to the surface from a distance of 1000 mm (39").
  - .b visible defects are evident on horizontal surfaces when viewed at 45 degrees to the surface from a distance of 1000 mm (39").
  - .c visible defects are evident on ceiling surfaces when viewed at 45 degrees to the surface.
  - .d when the final coat on any surface exhibits a lack of uniformity of sheen across full surface area.
- .4 Repainted surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

**3.7 Protection:**

- .1 Protect all newly painted exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.
- .2 Erect barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

**3.8 Clean-up:**

- .1 Remove all paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.
- .2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.
- .3 Remove combustible rubbish materials and empty paint cans each day and safely dispose of same in accordance with requirements of authorities having jurisdiction.
- .4 Clean equipment and dispose of wash water / solvents as well as all other cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers/strippers in accordance with the safety requirements of authorities having jurisdiction.

**5.0 BID DOCUMENTS**

- a) References Form
- b) Subcontractors Form
- c) Materials
- d) Bid Bond Form
- e) Form of Proposal / Bid Form
- f) EEO Paperwork (Planroom)
- g) Appendix 1 – Reference Drawings



**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:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5.2 SUBCONTRACTORS (IF APPLICABLE)**

**SUBCONTRACTORS:** The following is a list of subcontractors proposed by the bidder to be used to complete the project. All subcontractors are subject to approval by Northern Kentucky University. Failure to submit this list completely filled out may invalidate bid. **SUBCONTRACTORS MAY NOT BE CHANGED AFTER CONTRACT AWARD WITHOUT APPROVAL BY NKU.**

**BRANCH OF WORK**

**NAME, ADDRESS AND TELEPHONE OF SUBCONTRACTORS**


**5.3 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.


5.4

**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	2019	
(Principal)	(Seal)	(Witness)
(Title)		
(Surety)	(Seal)	(Witness)
(Title)		

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

**5.5 List of Unit Prices**

**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.

The bidder shall include the total cost for all Base Bid Unit Price items listed below in the Base Bid Lump Sum Total as reflected on the Bid Form

**Unit Prices for Base Bid Work:**

No. 1 – Residential Unit Repainting ..... (\$\_\_\_\_\_)

\_\_\_\_\_ Dollars per square foot

No. 2 – Drywall patch, repair, prime ..... (\$\_\_\_\_\_)

\_\_\_\_\_ Dollars per square foot

**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. NKU reserves the right to award based on the best interest and timing for the completion of the project:

**1. Basement Level Scope of Work**

for \_\_\_\_\_ dollars \_\_\_\_\_ cents

Lump Sum. \$ \_\_\_\_\_  
(USE NUMBERS)

**2. Level 1 Scope of Work**

for \_\_\_\_\_ dollars \_\_\_\_\_ cents

Lump Sum. \$ \_\_\_\_\_  
(USE NUMBERS)

**3. Level 2 Scope of Work**

for \_\_\_\_\_ dollars \_\_\_\_\_ cents

Lump Sum. \$ \_\_\_\_\_  
(USE NUMBERS)

**4. Level 3 Scope of Work**

for \_\_\_\_\_ dollars \_\_\_\_\_ cents

Lump Sum. \$ \_\_\_\_\_  
(USE NUMBERS)

**5. Drywall Allowance**

for five thousand dollars zero cents

Lump Sum. \$ 5,000  
(USE NUMBERS)

**Total bid for Specified Area of Callahan Hall Interior Painting.**

\_\_\_\_\_ Dollar \_\_\_\_\_ Cents  
(USE WORDS) (USE WORDS)

\$ \_\_\_\_\_  
(USE NUMBERS)

ADD – **Alternate 1** –  
(Stairwell Repainting work)

\$ \_\_\_\_\_

ADD – **Alternate 2** –  
(Basement concrete floor refinishing work)

\$ \_\_\_\_\_

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 \_\_\_\_\_