

INVITATION TO BID

NKU-29-2022



Heavy Equipment Rental & Operators

05/10/2022

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

Bid NO: NKU-28-2022
Issue Date: 05/10/2022
Purchasing Officer: Blaine Gilmore
Phone: 859.572.6449

RETURN ORIGINAL COPY OF BID TO:

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

IMPORTANT: BIDS MUST BE RECEIVED BY: 05/27/2022 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 Bid.
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 bid 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 Bid, designed to limit independent bidding or competition;
3. That the contents of the bid 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 bid 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 bid 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 bid, 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 bid 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 # |
| BID 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 bids 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 bid.

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>.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

The NKU Center for Environmental Restoration (CER) is undertaking a long-term stream restoration project at the Kingsolver Tract of the Clay Wildlife Management Area, located near Carlisle Kentucky, and owned by the KY Department of Fish and Wildlife.

The CER is herein seeking proposals from individuals and organizations to provide equipment operators plus construction equipment to assist the CER in completing this project. The CER may engage more than one contractor simultaneously if deemed beneficial to achieve project objectives.

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 | 05/10/2022 |
| Deadline for Written Questions | Noon Eastern Time on 05/18/2022 |
| BIDS DUE | 2 p.m. Eastern Time on 05/27/2022 |

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:

Ryan Straus
Coordinator, Contracts & Bidding
Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
Strausr2@nku.edu

3.3 Pre-Bid Conference

Not Applicable

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.

Bids 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 bid should be bound in the single volume except as otherwise specified.

3.5 Bid Submission and Deadline

The bidder shall submit, by the time and date specified via email to:

Ryan Straus

Coordinator, NKU Procurement Services

Strausr2@nku.edu

Please address the following in the subject line:

Bid – NKU-29-2022 Heavy Equipment Rental & Operators

Note: Bids received after the closing date and time will not be considered. In addition, bids received via fax or e-mail are not acceptable.

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 Bid

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 bid. 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 bids 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 Bid and Statement of Non-Collusion and Non-Conflict of Interest statements. (pages 1 & 2)
- d) Failure to sign the Bid Form / Form of Bid
- 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 bids shall become a part of this ITB. Such addenda shall be acknowledged on the bid form or form of bid. 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 bids submitted in response to this ITB. The purchasing agent will not disclose any portions of the bids 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 bids. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use or disclose all bid data submitted by offerors in response to this ITB as a matter of public record.

Any submitted bid shall remain valid for 90 days after the bid 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 bid.

3.12 Cost of Preparing Bid or Bid

Costs for developing the bids or bids 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 bid, 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 Bid Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted bid 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 bids after the bid due date.

3.16 Effective Date

Contracts may be initiated any time after award up until the completion of the project. Earliest initiation of site construction/restoration work is anticipated to be September 2022. Completion of the project is anticipated December 2025 or later.

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.

If accessing NKU Student, Employee, or other personal records, vendor needs Evidence Breach Response Services coverage with limits no less than \$5,000,000.

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 bids, the University will apply a reciprocal preference against an offeror submitting a bid 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 bid 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 bid; 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. Bids 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 bid, 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

Not Applicable

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

Not Applicable

3.41 Bid Bonds:

Not Applicable

3.42 Payment and Performance Bonds

Not Applicable

3.43 Completion Dates or Liquidated Damages if applicable

Not Applicable

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

Not Applicable

3.46 Hazardous Materials

Not Applicable

3.47 Examination of Site

Not Applicable

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

See Specifications

3.51 Warranty

Not Applicable

4.0 SCOPE OF WORK

The NKU Center for Environmental Restoration (CER) is undertaking a long-term stream restoration project at the Kingsolver Tract of the Clay Wildlife Management Area, located near Carlisle Kentucky, and owned by the KY Department of Fish and Wildlife.

The CER is herein seeking proposals from individuals and organizations to provide equipment operators plus construction equipment to assist the CER in completing this project. The CER may engage more than one contractor simultaneously if deemed beneficial to achieve project objectives.

Project characteristics include:

- 15,000 feet of stream restoration within narrow, wooded valleys
- Primary work to be undertaken by the operator/equipment crew is moving earth, stone, and wood material to form properly aligned and sized stream channels and filling abandoned stream channels. Related work includes removal of trees (up to 16 inches diameter at breast height), pumping stream water around work zone, and establishing and maintaining access roads.
- At the discretion of the CER, an operator/equipment crew may additionally operate an on-site rock quarry and transport rock to stream restoration zone.
- Certain crew members may be engaged in erosion control including application of seed, straw, and/or erosion control fabric.
- Daily project oversight and technical direction to be provided by CER.
- Anticipated project duration is three years (minimum) to six years.

The CER anticipates engaging two to six operators plus assigned equipment during the peak construction season of April through October, and two to four operators plus equipment during the off-peak months November through March.

Special Conditions

- Operator and equipment health and safety are the responsibility of the contractor.
- Safe use, encroachment, and crossing of Scrubgrass Road is the responsibility of the contractor.
- Work will be suspended from Christmas Eve through the New Year.
- Work will be suspended due to inclement weather including saturated soil conditions at the discretion of the CER.
- The CER work week is set at 37.5 hours; contractors will only be permitted to work without CER oversight if mutually agreed (except equipment maintenance, setup, etc.).
- At its sole discretion CER may give special preference to contractors who employ university interns and/or individuals in targeted demographics including (but not necessarily limited to) addiction recover, justice system release, orphan/foster care, refugee, combat veteran, disabled, etc.
- CER may terminate contract due to poor performance or for any other reason.

Payment for Services

The CER anticipates entering into contracts to pay for actual hours engaged in stream restoration at an hourly rate that covers both the operator and assigned equipment. Billable stream restoration shall include establishing and maintaining project site access as directed by the CER. Mob/demob, fueling and lubrication, maintenance and repairs, shutdowns due to breakdown or weather, administration, insurance, living expenses, transportation, etc. shall be included in the operator/equipment hourly rate. A log of daily

billable work (engaged in stream restoration) shall be maintained by the contractor and signed by a CER representative at least weekly. Invoices for services may be submitted for payment monthly in a format acceptable to CER.

The hourly rate for each operator and assigned equipment shall be mutually agreed based upon skill set, productivity, special skills (e.g. construction surveying), etc. Equipment selection shall be mutually agreed and must be suited to the site conditions such as access and channel width. Excavators will require a hydraulic thumb and blade.

Materials such as gravel, seed, straw, and erosion control fabric will be provided by CER. Ancillary equipment such as water pump and hose shall be provided by CER. Additionally, CER shall maintain a utility vehicle that the contractor may utilize at his/her own sole risk for transporting fuel and maintenance/repair materials to the equipment. All materials and equipment associated with the operator and assigned equipment are the responsibility of the contractor, such as safety equipment and repair materials and tools. Any expenses not specifically called out in the contract as being the responsibility of CER shall be the responsibility of the contractor.

Alternative or clarified terms and conditions may be included in the contract by mutual agreement.

5.4 FORM OF BID

Attached in Excel Format

Due to COVID 19 issues, please submit your standard quote via e-mail to strausr2@nku.edu

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 _____

