

INVITATION TO BID

NKU-08-2023



Cooling Tower VFDs

10/11/2023

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

Bid NO: NKU-08-2023
Issue Date: 10/11/2022
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: 10/25/2022 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_jg_11-1-18.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 and install Total of 4 – 77 AMP (6 Fans)7.5 HP 460 volt 3ph variable frequency drives. Please see specifications.

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	8/11/2022
Deadline for Written Questions	Noon Eastern Time on 10/17/2022
BIDS DUE	2 p.m. Eastern Time on 10/25/2022

It is the university’s understanding that the awarded bidder will be able to mobilize within 45 days 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.

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 US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

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

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

**ITB NKU-08-2023
Cooling Tower VFDS**

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

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

3.17 Contractor Cooperation in Related Efforts

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

The University shall equitably enforce this clause to all contractors to prevent the imposition of unreasonable burdens on any contractor.

3.18 Governing Law

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

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

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

3.20 Termination for Convenience

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

3.21 Termination for Non-Performance

a) Default

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

- Failing to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract;
- Failing to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained;
- Adjudicating as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) day period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default; or
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

b) Demand for Assurances

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

c) Notification

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

3.22 Funding Out

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

3.23 Assignment and Subcontracting

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

3.24 Permits, Licenses, Taxes

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

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

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

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

3.25 Attorneys' Fees

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

3.26 Royalties, Patents, Copyrights and Trademarks

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

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

3.27 Indemnification

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

contract awarded from this ITB. This clause shall survive termination for as long as necessary to protect the University.

3.28 Insurance

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

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

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

Our basic insurance requirements are:

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

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

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

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

3.29 Method of Award

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

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

3.30 Reciprocal Preference

In accordance with KRS 45A.494, a resident offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident offeror. In evaluating 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

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

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

3.36 Tobacco Free Campus

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

3.37 Statutory Authority

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

3.38 Foreign Corporations

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

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

3.39 Domestic Corporations

Domestic corporations are required to be in good standing

3.40 Occupational License

Northern Kentucky University was annexed by the city of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a city of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information, call 859-572-6605.

3.41 Bid Bonds:

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

3.42 Payment and Performance Bonds

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

3.43 Completion Dates or Liquidated Damages if applicable

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

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 Monday through Friday, 8:00am to 4:30pm. Deviation from these working hours must be approved by said project manager.

3.51 Warranty

Please see scope of work

3.52 Alternates

There are no alternates

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 proceeded 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**4.1.1 DESCRIPTION**

- A. This specification is to cover a complete Variable Frequency Drive (VFD) consisting of a pulse width modulated (PWM) inverter designed for use with both asynchronous and permanent magnet motors.
- B. The drive manufacturer shall supply the drive and all necessary options as specified. All drives installed on this project shall be from the same manufacturer and have a common user interface (control panel). Drives that are manufactured or supplied by a third party and “brand labeled” are not acceptable.
- C. List of Drives for Bid:
 - 1. Total of 4 – 77 AMP (6 Fans)7.5 HP 460 volt 3ph drives

4.1.2 QUALITY ASSURANCE

- D. Referenced Standards and Guidelines:
 - 1. Institute of Electrical and Electronic Engineers (IEEE)
 - a. IEEE 519-2014
 - 2. Underwriters Laboratories (as appropriate)
 - a. UL 508, 508A, 508C, UL 61800, 61800-5-1, 61800-5-2, UL 1995
 - 3. The Association of Electrical Equipment and Medical Imaging Manufacturers (NEMA)
 - a. NEMA ICS 7-2014, Adjustable Speed Drives
 - 4. International Electrotechnical Commission (IEC)
 - a. EN/IEC 61800
 - 5. National Electric Code (NEC)
 - a. NEC 430.120, Adjustable-Speed Drive Systems
 - 6. CSA Group
 - a. CSA C22.2 No. 274
 - 7. International Building Code (IBC)
 - a. IBC 2018 Seismic – referencing ASCE 7-16 and ICC AC-156
- E. Qualifications:
 - 1. Drives shall be UL labeled as a complete assembly. The base VFD shall be UL listed for 100 kA SCCR when installed in accordance with the manufacturer’s guidelines.
 - 2. The base drive shall be CE and meet EN 61800-3 for the First Environment restricted distribution (Category C2).
 - 3. The base drive shall be seismically certified per 2018 International Building Code (IBC) with a seismic importance factor of 1.5, and minimum 2.5 S_{DS} rating..
 - 4. The base drive shall be SEMI-F47 certified. The drive must tolerate voltage sags to 50% for up to 0.2 seconds, sags to 70% for up to 0.5 seconds, and sags to 80% for up to one second.
 - 5. Acceptable Manufacturers
 - a. ABB ACH 580 Series.
 - b. Alternate manufacturer’s requests shall be submitted in writing to the Owner for approval at least 5 working days prior to bid. Approval does not relieve the supplier of specification requirements.

4.1.3 SUBMITTALS

- F. Submittals shall include the following information:

1. Outline dimensions, conduit entry locations and weights. Customer connection and power wiring diagrams.
2. Complete technical product description with complete list of options provided. Any portions of this specification not met must be clearly indicated or the supplier and contractor shall be liable to provide all additional components required to meet this specification.

PART 2 - PRODUCTS

4.2.1 VARIABLE FREQUENCY DRIVES

- A. The drive package as specified herein shall be enclosed in a stainless steel Nema 3R enclosure.
- B. The drive shall provide full rated output from a line of +10% to -15% of nominal voltage across an ambient temperature range of -15 to 40° C (5 to 104° F).
- C. All drives shall utilize the same Advanced Control Panel (keypad) user interface.
- D. Each drive is complete with the following optional features: nonfused disconnect; drive input fuses; (6) individual motor overloads; common motor fault annunciation, output dv/dt filter.
 1. Plain English text
 - a. The display shall be in complete English words for programming and fault diagnostics.
 - b. Safety interlock and run permissive status shall be displayed using predetermined application specific nomenclature, such as: Damper end switch or vibration trip. Customized terms, such as: AHU-1 End Switch or CT-2 Vibration shall also be available.
 2. The control panel shall include at minimum the followings controls:
 - a. Hand-Off-Auto selection, Fault Reset, and manual speed control.
 - b. A Help key shall include assistance for programming and troubleshooting.
 3. There shall be a built-in time clock in the control panel with 10-year battery backup.
 4. I/O Summary display with a single screen
 5. The drive shall automatically backup parameters to the control panel. The drive shall allow two additional unique manual backup parameter sets to be stored.
 6. The control panel shall be removable, capable of remote mounting.
- E. All drives shall have the following hardware features/characteristics as standard:
 1. Two (2) programmable analog inputs, two (2) programmable analog outputs, six (6) programmable digital inputs, and three (3) programmable Form-C relay outputs.
 2. The drive shall include an isolated USB port for interface between the drive and a laptop.
 3. An auxiliary power supply rated at 24 VDC, 250 mA shall be included.
 4. At a minimum, the drives shall have internal impedance equivalent to 5% to reduce the harmonics to the power line. 5% impedance may be from dual (positive and negative DC link) chokes, or AC line reactor. Drives with only one DC link choke shall add an AC line choke integral to the drive enclosure.
 5. The drive shall have variable speed primary cooling fans.
 6. The overload rating of the drive shall be 110% of its normal duty current rating for 1 minute every 10 minutes, 130% overload for 2 seconds every minute.
 7. The input current rating of the drive shall not be greater than the output current rating.
 8. Circuit boards shall be coated per IEC 60721-3-3; Chemical gasses Class 3C2 and Solid particles Class 3S2.
 9. Coordinated AC transient surge protection system consisting of 4 MOVs (phase-to-phase and phase-to-ground), a capacitor clamp, and internal chokes. The MOVs shall comply with UL 1449 4th Edition.

- F. All drives shall have the following software features as standard:
1. A Fault Logger that stores the last 16 faults in non-volatile memory. The most recent 5 faults save at least 9 data points, including but not limited to: Time/date, frequency, DC bus voltage, motor current, DI status, temperature, and status words.
 2. An Event Logger that stores the last 16 warnings or events that occurred, in non-volatile memory. Events shall include, but not limited to: Warning messages, checksum mismatch, run permissive open, start interlock open, and automatic reset of a fault.
 3. Programmable start methods: Flying-start, Normal-start, and Brake-on-start.
 4. Programmable loss-of-load (broken belt / coupling) indication. This function to include a programmable time delay to eliminate false loss-of-load indications.
 5. There shall be a run permissive circuit for damper or valve control.
 6. Four separate start interlock (safety) inputs shall be provided. The control panel will display the specific safety(s) that are open.
 7. The drive shall include a switching frequency control circuit that reduces the switching frequency based on actual drive temperature. It shall be possible to set a minimum and a target switching frequency.
 8. The ability to automatically restart after non-critical faults.
 9. PID functionality shall be included in the drive.
 10. The drive shall include a fireman's override mode.
- G. Security Features
1. The drive shall include password protection against parameter changes. There shall be multiple levels of password protection including: End User, Service, Advanced, and Override.
 2. The "Hand" and "Off" control panel buttons shall have the option to be individually disabled (via parameter) for drives mounted in public areas.
- H. Network Communications
1. The drive shall have an EIA-485 port with removable terminal blocks. The onboard protocols shall be BACnet MS/TP, Modbus, and Johnson Controls N2.
 2. The drive shall have the ability to communicate via two protocols at the same time, one onboard protocol and one option card based protocol.
 3. The embedded BACnet connection shall be a MS/TP interface. The drive shall be BTL Listed to Revision 14 or later.
- I. Motor disconnect detection function enables the drive to detect when an output disconnect is opened, disable the drive output, and provide an indication message. Drives without this functionality shall have a disconnect switch auxiliary contact wired through dedicated conduit back to the drive enable control circuit.
- J. A checksum feature shall be used to notify the owner of unauthorized parameter changes made to the drive. The checksum feature includes two unique values assigned to a specific programming configuration.
1. One checksum value shall represent all user editable parameters in the drive except communication setup parameters. A second checksum value shall represent all user editable parameters except communication setup, energy, and motor data parameters.
 2. Once the drive has been commissioned the two values can be independently saved in the drive.

3. The drive shall be configurable to either: Log an Event, provide a Warning, or Fault upon a parameter change when the current checksum value does not equal the saved checksum value.

PART 3 - EXECUTION**4.3.1 START-UP**

- A. Start-up shall be provided for each drive by an authorized local service provider.

4.3.2 PRODUCT SUPPORT

- B. Factory trained support personnel shall be locally available at both the specifying and installation locations. A toll free 24/365 technical support line connected to factory support personnel located in the US shall be available.
- C. Training shall include installation, programming and operation of the drive, and network communications. Owner training shall be provided locally upon request.

4.3.3 WARRANTY

- D. The drive Product Warranty shall be 30 months from the date of shipment from the factory. The warranty shall include: Parts, on-site labor, and travel time and travel costs, or replacement of the complete drive as determined by the drive manufacturer's technical support.

5.0 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 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 Bid.

5.3

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	2022	
(Principal)	(Seal)	(Witness)
(Title)		
(Surety)	(Seal)	(Witness)
(Title)		

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

5.4 FORM OF BID

LUMP SUM BASE BID

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

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

\$ _____
 (USE NUMBERS)

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

THIS BID SUBMITTED BY:

 (Name and Address of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

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

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

The Bidder, hereby acknowledges receipt of the following Addenda:

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