

**Northern Kentucky  
University  
Procurement Services  
RFP NKU-23-2024**

**RFP**

**For**

**Master Price Agreement for Small Projects  
Architectural & Engineering Services**



**May 1, 2024**

**Proposal NO:** NKU-23-2024  
**Issue Date:** 05/01/2024  
**Title:** A&E Master Agreement  
**Purchasing Officer:** Holly C. Vasquez  
**Phone:** 859.572. 5171

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

**Northern Kentucky University  
Procurement Services  
5320 Campus Drive  
617 Lucas Administrative Center  
Highland Heights, KY 41099**

**IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 05/22/2024 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

NOTICE OF REQUIREMENTS

- The University's General Terms and Conditions and Instructions to Bidders, viewable at <https://inside.nku.edu/procurement/policies/terms-and-conditions.html> apply to this Request for Proposal.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- 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.
- 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:

- 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);
- That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
- That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- 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
- 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
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- 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.
- 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:
  - Is authorized to transact business in the Commonwealth; and
  - 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.
- 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.
- If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- 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.
- The preference for resident bidders shall not be given if the preference conflicts with federal law.
- Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and  
 (2) "Public agency" has the same meaning as in KRS 61.805.

**SIGNATURE REQUIRED:** This proposal cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

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

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**General Terms and Conditions & Instructions to Proposers:**

<https://inside.nku.edu/procurement/policies/terms-and-conditions.html>

**FORM OF PROPOSAL**

(Pages 4-7 must be submitted as your response to this RFP)

**Categories of work for which your company wishes to be considered: Please complete the attached "Consultants PSC Grid List" and include the completed copy with your RFP Response. Add your company name and indicate the disciplines for which your company is qualified to provide professional services.**

**NOTE: For this Request for Proposal to be accepted, proposer must agree to all rates published in this document.**

**Business Classification: Please submit certification with your bid response.**

- Disadvantaged Owned \_\_\_\_\_
- Service Disabled Owned \_\_\_\_\_
- Minority Owned \_\_\_\_\_
- Woman Owned \_\_\_\_\_
- Small Business \_\_\_\_\_
- Large Business \_\_\_\_\_
- Other \_\_\_\_\_

THIS PROPOSAL SUBMITTED BY:

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(Name and Address of Consultant as Registered w/ KY Secretary of State)

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

HAS YOUR FIRM REGISTERED WITH KY SECRETARY OF STATE: YES \_\_\_\_\_ NO \_\_\_\_\_

NAME OF CONSULTANT AS IT APPEARS ON SECRETARY OF STATE REGISTRATION: \_\_\_\_\_  
(NKU cannot proceed with contract until consultant has registered with KY SOS)

**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 (Pg.2).**

*This Consultant, 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 Consultant, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATE \_\_\_\_\_

**CONSULTANTS PSC GRID LIST**

Please indicate with an “X” below the particular professional disciplines which your firm is able to supply.

<b>Professional Disciplines</b>	<b>Firm Supplying (X)</b>
Architectural	
Civil Engineering	
Environmental Assessment	
Landscape Architecture	
Mechanical, Electrical & Plumbing Engineering	
Site & Boundary Survey	
Structural Engineering	
Special Inspections	
Geo-Technical Engineering	
Interior Design	
Mechanical Commissioning	
Electrical Commissioning	
Building Envelope Commissioning	
Hazardous Materials	
Cost Estimating	
Signage Design	
Other (identify)	

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

**MUST BE SUBMITTED WITH PROPOSAL / KENTUCKY PERMIT AND REGISTRATIONS**

**Provide the Kentucky Permit for any Firm providing Engineering Services as defined under KY Law**

Firm Name	Discipline	Permit #	Permit Expire Date

**Provide the Kentucky Registration # of each individual listed in your proposal that is providing Architectural and/or Engineering services as defined under Kentucky Law.**

Firm Name	Individual	Discipline	Registration #	Registration Expire Date

**STATEMENT OF COMPLIANCE**

I certify, under penalty of perjury, that I have provided all pertinent information required by this form and this information is true and accurate. I also certify that I have completely read and understand this form and will comply with these requirements during the life of any contract awarded.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**NOTICE OF ADVERTISEMENT**

**BRIEF SCOPE OF WORK:**

Northern Kentucky University is accepting proposals from Licensed Professional Architects & Engineers in the following disciplines to establish Price Contracts for the 2024-2026 Biennium. Price contracts will be awarded to all firms who comply with the requirements outlined herein. This RFP is issued in accordance with the requirements of Kentucky Revised Statutes KRS 45A.837 and KRS 45A.695. A price contract establishes maximum billing rates for professional services work that may be assigned. Award of a price contract is not a guarantee of work. While the responses to this RFP are due on May 22, 2024, the university will accept proposals in the future from firms who may not know about this RFP, or who choose not to respond to this RFP at this time.

- A. Architectural
- B. Civil Engineering
- C. Environmental Assessment
- D. Landscape Architecture
- E. Mechanical, Electrical & Plumbing Engineering
- F. Site & Boundary Survey
- G. Structural Engineering
- H. Special Inspections
- I. Geo-Technical Engineering
- J. Interior Design
- K. Mechanical Commissioning
- L. Electrical Commissioning
- M. Building Envelope Commissioning
- N. Hazardous Materials
- O. Cost Estimating
- P. Signage Design
- Q. Other

**PROJECT TIMETABLE:**

RFP Issued                      May 1, 2024

**PROPOSALS DUE BY                      May 22, 2024 at 2:00pm**

**CONTACT FOR RFP**

**PACKAGE:**

RFP Package may be downloaded free of charge @  
<https://www.nkuplanroom.com/purchasing/View/Login.aspx>

**SUBMITTAL OF RFP Response:**

Proposals shall be sent to Holly C. Vasquez, Associate Director of Procurement Services. Submit via email format to [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu) and [purchasing@nku.edu](mailto:purchasing@nku.edu) Proposals must be received by **May 22, 2024 at 2:00pm.**

When responding, please reference “**RFP NKU-23-2024 Contract for A & E Master Agreement**” on the subject line of the email.

Holly C. Vasquez  
Associate Director Procurement Services  
Northern Kentucky University  
Lucas Administrative Center, Suite 617  
5320 Campus Drive  
Highland Heights, KY 41099

*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 proposal. All requests for additional information and all questions should be directed to Holly Vasquez, Procurement Services: [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu).*

#### **SPECIAL INSTRUCTIONS**

1. No responsibility will attach to Procurement Services for the premature opening of or the failure to open a bid not properly addressed or identified.
2. Proposals, upon their receipt, will receive confirmation via email that the proposal was received.
3. The right is reserved to reject any and all proposals and to waive all informalities and/or technicalities where the best interest of the University may be served.
4. **Proposal Format**
  - Consultants shall submit a certificate of insurance and Form of Proposal only. Please see insurance requirements on pages **11-12**
  - Proposals shall be limited in length to no more than five pages for each discipline or area of expertise for which a Consultant offers.
  - All Consultants should be registered with the Secretary of State at time of submittal or be able to show proof that they have registered. Consultants may register online: <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>
5. Consultants having demonstrated experience in providing planning, design, and construction administration services for higher education or similar projects are eligible.
6. The University will award multiple contracts initially; other contracts may be awarded during the course of the term of this RFP (July 1, 2024 thru June 30, 2026\_) as need for the services arise.
7. All services shall be on an as-needed basis with design fees per firm for any one project not to exceed \$150,000. Total annual compensation for all services shall not exceed \$300,000 per firm. Contractors receiving a contract are not guaranteed assignment to any project.
8. **Hourly Rates**

Consultants shall agree to work for the Commonwealth of Kentucky’s hourly rates. The schedule of rates is attached. All contracts are subject to review and approval by the Legislative Research Commission’s Government Contract Review Committee. The included rate schedule has been approved for use by other Kentucky agencies, particularly, all master agreements issued by the Commonwealth’s Finance & Administration Cabinet. Qualified contractors agreeing to these rates will be offered a price contract.

**9. Project Costs**

The Consultant may be required to submit a proposal to the University for any project proposed under this contract or may be required to submit a “not to exceed” price. Invoices must be submitted on an hourly rate schedule.

**10. Expenses**

Expense reimbursement will generally follow the University’s or the Commonwealth’s guidelines and rates. Additional expense reimbursement may be allowable for geotechnical and site & boundary contracts at the rates in the reimbursement schedule for geotechnical as there are numerous unit prices that must be established. Unit prices shown are from the current state master agreement.

**11. Criteria for selecting Consultants to perform work**

Consultants shall be selected by NKU for small projects based on the following qualifications of the Consultant:

- The comprehensiveness, appropriateness, and quality of experience of the consultant’s staff, including higher education experience.
- Ability to complete the work in the university’s proposed timeframe
- References
- Ability of professional personnel:
  - a) Experience of key personnel with similar roles and projects, including cost and project quality
  - b) Experience of project manager demonstrating ability to successfully lead project

**12. Personal Services Contract will be required**

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

Section 8 of the Personal Services Contract form states: “Contractor may not begin work until contract has been received by the Legislative Research Commission. Receipt of a Northern Kentucky University Purchase Order will be the department and contractor’s notification that work may commence.”

After selection but prior to award, a Personal Services Contract will be sent to the selected Consultant for signature. **If you are selected to be a part of the master agreement, you must sign and return the original contract promptly to Northern Kentucky University, Procurement Services.** A Purchase Order will not be issued until the signed Personal Services Contract has been received by Procurement Services and filed with the Legislative Research Commission.

End Special Instructions

## SCOPE OF WORK

### ARTICLE I – THE ARCHITECTURAL AND DESIGN SERVICES:

Provide architectural and/or engineering services for inspection, design and supervision of miscellaneous renovation and improvement projects at various locations as required and directed by the Department of Planning, Design and Construction or the Department of Operations and Maintenance. The services may include but are not limited to the following:

1. The development of a written project program.
2. The evaluation of a University program of requirements.
3. Phase A-schematics and construction cost estimate.
4. Phase B-design development plans and outline specifications.
5. Phase C-final plans and specifications.
6. Phase D-construction supervision and warranty period services

### ARTICLE II – FEES AND OTHER PAYMENTS:

- A. For services rendered by the Consultant pursuant to this Agreement, the University will make payments to the Consultant on the basis of hourly rates plus reimbursements, in accordance with the schedule of rates: **please refer to attached “2024 MA Hourly Rates”**.
- B. Reimbursements:
  - Travel by Automobile: **State Travel Regulations**
  - Subsistence (Room and Board): **State Government Travel Regulations**
  - Other Expenses as Determined/approved by Department of Planning, Design, and Construction: Actual Cost
  - Relative to portal-to-portal travel expenses, the following conditions shall prevail:
    - a) Payment may be requested for actual time spent on behalf of the state, including travel time, at the contract per diem hourly rates.
    - b) If the hourly rate is paid for travel time, travel (automobile/ pick-up mileage cost) expenses shall not be claimed, except for overnight lodging when at the convenience of the University.
    - c) If the hourly rate is not paid for travel time, travel expenses (automobile/pick-up mileage cost) shall be claimed in accordance with state travel regulations. Subsistence includes meals, room, taxes and tips. The Commonwealth will reimburse for actual costs but not to exceed state travel regulations.
- C. **TRAVEL GUIDELINES:**
  - IF travel includes overnight lodging AND the employee leaves for their destination before 6:30 AM they receive ALL of the above subsistence. Next day from overnight lodging, the employee receives BREAKFAST and LUNCH if he returns after 2:00 PM.
  - IF travel is a one-day event and leaves their destination before 6:00 AM and returns back to their destination before 9:00 PM they receive NO SUBSISTENCES.
  - IF travel is a one-day event and leaves their destination before 6:00 AM and returns back to their destination after 9:00 PM they receive DINNER.

- IF travel is on an 8:00 AM until 4:30 PM basis, you receive NO SUBSISTENCES.
- Lodging shall be the most economical, as determined by considering location of the lodging. Facilities providing special; government rates or commercial rates shall be used if feasible.
- State-owned facilities shall be used for meetings and lodging if available, practicable and economical.
- Location. Cost for lodging within forty (40) miles of the claimant's official work station or home shall not be reimbursed.
- Reimbursement for lodging shall not exceed the cost of a single room rate.
- ALL travel expenses are to be itemized by date – breakfast, lunch, dinner, room etc. Costs identified as so called "other costs" are to be itemized.
- Mileage reimbursement must state whether it's for a standard vehicle or a work truck. Contractor will be reimbursed state rate unless noted that they are using a work truck.

D. CONDITIONS:

- The University will only pay advertised rates to subcontractors. All subcontractors must be billed on an hourly rate schedule, a copy of the sub-contractor's invoice should be provided with all A&E invoices.
- **There shall be no additional charge for overhead, profit or overtime.**
- The Consultant is expected to use personnel appropriate for the job. If personnel with higher qualifications than required are used, the rate of pay shall be appropriate for the job rather than the rates the personnel might be entitled to for work requiring their additional qualifications.

**ARTICLE III – RECORDS AND PAYMENTS:**

- A. The Consultant shall keep an accurate record of time and expense on each project, and such records shall be accessible to the University for examination upon request.
- B. Within thirty days after completion of a project, the Consultant shall render an itemized invoice including a Personal Services Contract Invoice Form. After same has been audited and approved, it will be processed for payment in routine manner and form, as prescribed for payment of university obligations.

**ARTICLE IV – TENURE OF CONTRACT AND TERMINATION RIGHTS:**

- A. Contract shall begin upon award of contract and end June 30, 2025. Contracts are subject to cancellation by the University.
- B. NKU reserves the right to adjust rates during contract period if in the best interest of the University. Rates will not be adjusted during a project.
- C. Pursuant to 200 KAR 5:312, the University may terminate this Agreement when, in the opinion of the Owner, the A/E is in breach of any of the terms and conditions of this Agreement. The University shall also have the right to terminate this Agreement for its own convenience as authorized under KAR 5:312.

**ARTICLE V – AGREEMENTS AND UNDERSTANDINGS:**

- A. It shall be understood and agreed that not any contract or agreement will be effective and binding against the University until the unit Price Contract has been approved and issued by the Department of Procurement and one (1) copy of the Agreement filed with the Legislative Research Commission, with each such copy being accompanied by documentation of the need for such service and by documentation that state personnel are not available to perform such service. The Consultant acknowledges and understands that no payment may be made under this agreement before completion of the procedure provided for by KRS 45A.695 unless and until alternate actions occur as set out in KRS 45A.695(7).
- B. It shall not be construed that any legal or financial responsibility is constituted on behalf of the University by the contract unless the University directs the Consultant, in writing, to perform services as hereinbefore outlined in this agreement.
- C. The Consultant agrees to commence services, when directed by the University upon a prompt and reasonable date and complete same at the earliest possible time.
- D. All reports, drawings and specifications, as instruments of services shall be the property of the University whether or not the work for which they are made be executed.
- E. It is agreed by and between the parties hereto that the Consultant will observe the rules of State Government and will not solicit or employ state employees in conjunction with his work under this contract without the approval of the University and the head of the department in which the employee is employed. The University and the Consultant hereby agree to the performance of the covenants contained herein.

**F. MINIMUM INSURANCE REQUIREMENTS**

The Consultant shall maintain the following or equivalent insurance policies at no less than the limits shown below and cause its sub consultants to maintain similar insurance with limits acceptable to the Commonwealth:

Coverage	Limits
Professional Liability	\$1 Million per occurrence, \$2 Million aggregate <b>(\$250,000 per occurrence, \$500,000 aggregate on projects with construction budgets less than \$1 Million</b>
General Liability (Insurance Services Office Form CG 00 01)	\$1 Million per occurrence, \$2 Million aggregate <b>(\$250,000 per occurrence, \$500,000 aggregate on projects with construction budgets less than \$1 Million</b>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Automobile Liability	\$500,000 per accident, \$1 Million aggregate (to include all vehicles and equipment owner or non-owned for use on the specified project.)
Excess or Umbrella Liability	\$1 Million per occurrence, \$2 Million aggregate

The policies above shall contain the following conditions:

1. Northern Kentucky University shall be named as an additional insured in the Consultant's general liability policy.
2. The Consultant's general liability shall be primary to any insurance or self-insurance retained by the University.
3. The University shall be provided at least 30 days' notice in the event any of the required policies are canceled or non-renewed.
4. Professional Liability (Errors and Omission) policies shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, the Consultant shall notify the University and obtain similar insurance that is commercially available and acceptable to the University.
5. A copy of the certificate of insurance shall be provided by the Consultant to the University with the proposal.

Said coverage shall be written by insurers acceptable to the University and shall be in a form acceptable to the University. Additional insurance coverage and amounts required, if any, may be required for specific projects.

- G. By his signature, the Consultant certifies that he is legally entitled to enter into the subject contract with the University and by holding and performing this contract will not be violating either any conflict of interest statute KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.001 through KRS 11A.990 of the Executive Branch Code of Ethics, relating to the employment of former public servants.
- H. **INDEMNITY:** The Consultant shall indemnify and hold harmless the University from and against all liability, claims, loss, costs and expense, including defense costs, arising out of, or resulting from, the negligent acts, errors, or omissions of the Consultant and its sub consultants under this Contract. In the event the University is alleged to be liable on account of negligent acts or omissions, or both, of the Consultant, the Consultant shall defend such allegations and the Consultant shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses.
- I. **GOVERNING LAW:** This proposal shall be governed by the law of the Commonwealth of Kentucky

## **ARTICLE VI –**

### **LEGAL TAXES**

The Consultant and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Consultant shall be in full compliance with KRS Chapters 341 and 342.

Each Consultant is responsible for determining his own tax liability.



**OCCUPATIONAL LICENSE**

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

**BASIC LEGAL REQUIREMENTS**

Forms Required. An Authentication of Bid, Statement of Non-collusion and Non-conflict of Interest documents are included as part of the Form of Proposal. The Offeror is required to sign that document and submit it as part of the RFP. Failure to comply with these requirements shall invalidate the RFP.

**FOREIGN CORPORATIONS**

The Legislative Research Commission (LRC) has established a policy requiring that foreign corporations, LLC's, etc (businesses incorporated outside Kentucky) must be registered with the Secretary of State (SoS) in order to do business with an agency of the Commonwealth of Kentucky. The following website has information on registration: <http://onestop.ky.gov/Pages/default.aspx>. A foreign business must submit an application for a Certificate of Authority for their appropriate business type.

To be issued a Certificate of Authority by the SoS, a foreign company must also designate a registered agent with a Kentucky mailing address. For foreign companies that do not know anyone who can act as their registered agent, it is common to engage a professional registered agent. The following link contains information on registered agent companies: <http://www.registeredagentinfo.com/big-four.html>. The annual fee is generally insignificant

**INVOICE FORM REQUIRED:**

Per Kentucky Revised Statute 45A.695(10)(A), "No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee". This form will be provided with each purchase order issued. A completed form must be submitted with each invoice. The form is also available from the NKU Procurement Office.

**ADA COMPLIANCE:**

When applicable (e.g. webpages) the Contractor's products and services will be in compliance with current Americans with Disability Act (ADA) requirements including the applicable current ADA Standards for Acceptable Design, Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Section 255 of the Communications Act, as amended and applicable regs.