

**INVITATION TO BID**

**NKU-26-19**



**Kitchen Exhaust Fan Cleaning**

**April 11, 2019**

**Proposal NO:** NKU-26-19  
**Issue Date:** April 11, 2019  
**Title:** Kitchen Exhaust Fan Cleaning  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

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

**IMPORTANT: BIDS MUST BE RECEIVED BY: 04/25/2019 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 <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

**AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached proposal has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
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 KRS 45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

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

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

**CERTIFICATION OF NON-SEGREGATED FACILITIES**

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

**RECIPROCAL PREFERENCE**

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

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

(2) "Public agency" has the same meaning as in KRS 61.805.

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

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

**READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER**

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

NAME (Please Print Legibly): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by  
\_\_\_\_\_.

(Notary Public)

My Commission expires: \_\_\_\_\_

**THIS DOCUMENT MUST BE NOTORIZED**

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

[https://inside.nku.edu/content/dam/Procurement/docs/forms/General%20Terms%20%20Conditions\\_RS\\_jg11-1-18.pdf](https://inside.nku.edu/content/dam/Procurement/docs/forms/General%20Terms%20%20Conditions_RS_jg11-1-18.pdf)

**NOTICE OF ADVERTISEMENT****BRIEF SCOPE OF WORK:**

Northern Kentucky University is seeking a Contractor to provide all materials, labor, tools, supervision, and equipment required to perform the campus-wide cleaning of kitchen fans, hoods and related ducts. We are also bidding the cleaning of kitchen fans at the BB&T arena. NKU reserves the right to award contracts for these locations separately based on the best interest of the University.

Bidding is for a Price Contract to provide cleaning services for a period of one (1) year with the option to renew for four (4) additional one (1) year periods.

**PROJECT TIMETABLE:**

Invitation for Bid Issued

April 11, 2019

Last Day for Questions

April 22, 2019 at 12:00 pm EST

**BIDS DUE**

**April 25, 2019 at 2:00 PM EST**

**Tour of locations (by appointment only):**

Tours of hood locations are by appointment only and can be scheduled through Ryan Straus. Please email Ryan Straus, Coordinator, [strausr2@nku.edu](mailto:strausr2@nku.edu) with any questions.

**SUBMITTAL OF BID:**

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-26-19**

**Cleaning Kitchen Exhaust Fans**

**Special Conditions to Proposers****QUESTIONS AND REQUESTS FOR INFORMATION**

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**  
**Procurement Services**  
**Lucas Administrative Center, Suite 617**  
**Northern Kentucky University**  
**Highland Heights, KY 41099**  
[Strausr2@nku.edu](mailto:Strausr2@nku.edu)

**GENERAL TERMS AND CONDITIONS TO PROPOSERS:**

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

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

**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 \$28.75/month.

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

**GOVERNING LAW:**

Proposers 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 Project Site 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.

**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.

**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>

**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.

**DOMESTIC CORPORATIONS**

Domestic corporations are required to be in good standing

**OCCUPATIONAL LICENCE**

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.

**PERMITS**

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

**BID BONDS:**

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

**COMPLETION DATES**

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.

**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.

**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.

**HAZARDOUS MATERIALS**

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

**PAYMENT AND PERFORMANCE BONDS:** 100% Payment and Performance Bonds will be required for work arising from this ITB.

**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.

**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.

**FIELD VERIFICATION**

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

**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.

**CANCELLATION**

The resulting contract from this ITB may be cancelled by the University for non-compliance with the terms and conditions of any part of the agreement.

**TERMINATION FOR CONVENIENCE**

Northern Kentucky University reserves the right to terminate the resulting contract without cause with a 30-day written notice. Upon receipt by the Contractor of "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 "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

**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.***

SPECIFICATIONS  
FOR  
CLEANING KITCHEN EXHAUST FANS, HOODS, FILTERS, AND DUCTS

**GENERAL**

Contractor is to provide all necessary labor, materials, equipment, etc. to clean kitchen exhaust fans, hoods, filters, and ducts. The contract is for one (1) year. Areas to be cleaned are located as follows on the Highland Heights campus of Northern Kentucky University and BB&T Arena. Separate contracts may be awarded for the main campus and BB&T Arena based on the best interest of the University.

**Campus Student Locations****Student Union Locations:**

Steak & Shake – monthly  
Main Kitchen – two visits per year  
Catering Kitchen, 1<sup>st</sup> floor - one visit per year  
Pizza Build - two visits per year  
Northern Pasta & The Strip – two visits per year  
Tu Taco – two visits per year

**Norse Commons:**

Main kitchen (2 hoods) – 2 visits per year  
Pantry kitchen – 2 visits per year  
Charbroil and fryer hoods - 2 visits per year

**Callahan Hall:**

Main kitchen – 2 visits per year

**BB&T Arena****BB&T Arena Locations:**

Main Kitchen – one visit per year  
Favorites – one visit per year  
Stand 259 – one visit per year  
Stand 228 - one visit per year

The specified kitchen exhaust fans, hoods, filters, and ducts must be inspected and cleaned to bare metal as scheduled to prevent surfaces from becoming heavily contaminated with grease and/or oily sludge. This must be done during December Christmas Break, March Spring Break, June, and Fall Break in October. The NKU representative will inspect areas to ensure that work is performed satisfactorily in accordance with the terms of the contract.

**All cleaning and maintenance of roof filters and cleaning of all stainless around applications  
All hoods need to be drop clothed in order not to contaminate food contact surfaces**

**DESCRIPTION OF WORK**

1. **PREPARATION** – Move appliances, supplies and debris out of the area to be cleaned. Turn off electric and/or gas supply to the equipment. Drape hood with plastic. Remove grease filters from hood and soak. Pre-soak hood with degreaser.
2. **DUCTS** – Scrape, spray with degreaser, and pressure wash to bare metal. Use wet-vacuum to remove excess water.
3. **FAN** – Before starting, test to be sure it fully operates. Turn off electricity to the motor at the fuse box. Dismantle fan and housing. Scrape heavy grease out of the housing and off the blades. Spray fan and housing with degreaser and pressure wash. When finished washing and rinsing the fan and housing,

reassemble and turn on electricity to the motor at the fuse box. Test run fan to make sure it works properly.

4. HOOD – Scrape heavy grease areas. Pressure wash hood and fire damper door. Dry and polish outside of hood.
5. FILTERS – After soaking, scrub and take outside to pressure wash. When finished washing and rinsing the filters, reinsert them in the hood.
6. CLEAN UP – Mop and wet-vacuum the floor. Put appliances and supplies back into proper position. Turn on electric and/or gas supplies to the equipment. Relight pilot lights. Remove and wash light bulbs and/or glass shield in the hood. Place sticker on hood to show the date it was cleaned.
7. COORDINATION – All work must be scheduled in advance and coordinated through NKU's designated representative revealed at time of award of contract.
8. RESPONSIBILITY FOR DAMAGES – Any damage to equipment or surrounding areas, i.e., ceiling tiles, will be repaired at the expense of the Contractor.
9. REPORTS – The Contractor must supply the University representative with a written, detailed explanation of work performed within two (2) weeks of the completion date.
10. ACCEPTANCE – Payment will not be processed until the work is completed to the satisfaction of the authorized NKU representative and the required written report of work performed has been received.
11. SCHEDULING – All work must be performed during the hours of 6:00 pm to 6:00 am, Monday through Friday. Minimum disruption of kitchen operations is mandatory. Coordination and cooperation with the food services representative is mandatory. All work will be supervised by NKU employees. Contractor shall perform all cleaning on an approximate quarterly basis (four times per year) as follows:
  - A. Christmas Break (December)
  - B. Spring Break (March)
  - C. June 15 – 30
  - D. Fall Break (October)

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

\_\_\_\_\_  
\_\_\_\_\_

**NKU GENERAL SAFETY & COORDINATION REQUIREMENTS**

1. The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.
2. **BACKGROUND CHECKS:** The Contractor shall furnish the University upon request with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.
3. **DRUG-FREE WORKPLACE:** Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property. 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.
4. **CONTRACTOR PRESENCE ON CAMPUS:** All persons working for (or on behalf of) the Contractor whose duties bring them on campus shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University representatives. Contractor's employees shall never enter or use existing areas of campus where they are not required to be performing work. Contractors and subcontractors are always responsible for providing and maintaining portable restroom facilities for all their workers working on the project. Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on campus. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of his agents or employees. Contractor shall promptly repair any damage that he, or his employees or agent may cause to the campus or to the University equipment. Contractor agrees that in event of an accident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859) 572-5770 and furnish a full written report of the accident. All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper identification upon request.
5. **PROJECT WORK SITE SAFETY & SECURITY:** The University does not, and will not, assume any responsibility for any tools, materials, equipment, or property belonging to the Contractor, his employees or agents, which may be lost or stolen from University property. All contractors and subcontractors are solely responsible for properly securing and protecting their tools and equipment. When working within or on top of an existing building, the Contractor shall work with the assigned University project manager in developing a strategy for securing the project work site and protecting the campus staff and community from the project work site. When working in an open area on campus, the Contractor shall provide securable barricades/fencing around the project site to protect the campus community from the dangers within the project work site. The Contractor shall maintain this project work site 24 hour a day, 7 days a week for the duration of the project.
6. **PARKING:** All Contractors and their subcontractors are required purchase a monthly parking pass from NKU at the rate of \$28.75/month, or at a daily rate of \$5.00/day. Weekly passes are also available. This will entitle workers to park at all NKU campus lots and garages, EXCEPT for faculty and staff lots which are noted accordingly. This pass also allows for parking in any of the garages if your vehicles will fit. Parking within the jobsite WILL NOT BE PERMITTED. Workers who do so will be subject to immediate towing, without warning, and at their cost. Vehicles may be parked near a worksite for reasonable times for loading and unloading, providing normal access and egress to buildings is not hindered. All workers shall park their personal vehicles in the Welcome Center parking garage, which is located just north of the Power Plant across from the Bank of Kentucky Center.
7. **GENERAL PROJECT COORDINATION:** All work and information requests by the Contractor shall be coordinated through the assigned NKU Project Manager. Any direction provided by the campus Operations & Maintenance Staff and/or the project user group shall NOT be considered official direction from the University unless authorized in writing from the assigned NKU Project Manager. Contractor will NOT be compensated for work performed without written authorization from the assigned NKU Project Manager.

8. **TEMPORARY USE OF CAMPUS UTILITIES:** As a general rule, utilities required by the Contractor to perform their work can be obtained from the University. However, the University reserves the right to require the Contractor to furnish a meter to record the usage of each provided utility for the duration of the project. For projects requiring utility metering, a deduct change order will be issued at the end of the Project to reimburse the University for the Contractor utility usage. The Contractor is responsible for determining and coordinating the procurement of any utility where the University cannot reasonably provide.
9. **CAMPUS UTILITY SHUTDOWNS:** Unless noted otherwise for a specific project, at least seven (7) calendar days notice is required for any campus utility shutdowns and/or any road/parking lot closures necessary for the Contractor to perform their work. All utility shutdowns and closures shall be coordinated with the assigned NKU Project Manager, and the University reserves the right to schedule these shutdowns and closures at night and/or on weekends to minimize disruptions to the campus community. All requests for assistance from NKU's Operations & Maintenance staff in locating existing utilities shall also be submitted to the assigned NKU project manager at least (7) calendar days in advance.

**Bid Bond**

5% of Contract Price

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ (here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_ (here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter called Obligee, in the sum of :

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

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_ (Here insert full name, address and description of project)

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

Signed and sealed this day of \_\_\_\_\_ 2019

(Principal) (Seal)

\_\_\_\_\_  
(Witness)

(Title)

(Surety) (Seal)

\_\_\_\_\_  
(Witness)

(Title)

***THIS DOCUMENT MUST BE NOTORIZED***

**This is only an example. Other forms may be used.**

**FORM OF PROPOSAL**
**ITEMIZED & 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:

Description (Main Campus)		Estimated Cleanings Per Year	Unit Cost	Extended Cost
<b>Norse Commons</b>	Main Kitchen	2		
	Pantry Kitchen	2		
	Charbroil and fryer hoods	2		
<b>Callahan Hall</b>	Main Kitchen	2		
<b>Student Union</b>	Steak & Shake	12		
	Main Kitchen	2		
	Catering Kitchen 1st Floor	1		
	Pizza Build	2		
	Northern Pasta & The Strip	2		
	Tu Taco	2		
<b>TOTAL MAIN CAMPUS</b>				

Description (BB&T Arena)		Estimated Cleanings Per Year	Unit Cost	Extended Cost
<b>BB&amp;T Arena</b>	Main Kitchen	1		
	Favorites	1		
	Stand 259	1		
	Stand 228	1		
<b>TOTAL BB&amp;T ARENA</b>				



\_\_\_\_\_ Dollars \_\_\_\_\_ Cents  
(TOTAL COST CAMPUS & BB&T ARENA, 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 \_\_\_\_\_

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