

INVITATION TO BID

NKU-63-18



MicroTile Screen Replacement

April 30, 2018

Proposal NO: NKU-63-18
Issue Date: April 30, 2018
Title: MicroTile Screen Replacement
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: 05/18/2018 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.

| | | |
|---|------------------------------------|---------------------|
| 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 and Instructions to Proposers:

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

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

Northern Kentucky University is seeking to purchase replacement MicroTile screens and installation For the George and Ellen Rieveschl Digitorium in Griffin Hall, Room 201, within the College of Informatics.

PROJECT TIMETABLE:

| | |
|---------------------------|------------------------------------|
| Invitation for Bid Issued | April 30, 2018 |
| Pre-Bid Meeting | May 8, 2018 at 2:00 pm EST |
| Last Day for Questions | May 10, 2018 @ 12:00 PM |
| Issue Addenda | May 11, 2018 by end of day |
| BIDS DUE | May 18, 2018 at 2:00 PM EST |

Pre Bid Conference:

There will be a pre-bid meeting held on May 8, 2018 at 2:00 pm EST to discuss the scope, address questions, etc.. Please park in the Kenton Parking Garage which is directly across from Griffin Hall. Please email Ryan Straus, Bid Specialist, 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
Interim 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-63-18
MicroTile Screen Replacement**

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
Bid Specialist, Procurement Services
Lucas Administrative Center, Suite 617
Northern Kentucky University
Highland Heights, KY 41099
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 LICENCSE

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.

WARRANTY

Manufacturer shall stand behind installed system for period of 10 years from Date of Substantial Completion against all the conditions indicated below. When notified in writing from Owner, Manufacturer shall, promptly and without inconvenience and cost to Owner correct said deficiencies.

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.

SCOPE OF WORK

ABOUT THE MICROTILE WALL

The MicroTile Wall (MT WALL) consists of 285 MicroTiles. It is the centerpiece display for the George and Ellen Rieveschl Digitorium in Griffin Hall, Room 201, within the College of Informatics. The MT Wall is driven by two Christie Spyder Processors. The MT Wall pixel space is 6736W X 3992H. Video sources are routed to the Spyders by a 32X32 Crestron Matrix Switcher. The video sources come from a variety of equipment located around the room, and fed externally from other areas.

The MicroTiles are arranged in a 15 Tile(H) X 19 Tile(W) Grid. The physical measurement of the MT Wall is 15 feet high and 25 feet wide. The bottom row of the MT Wall is 1 foot off the ground, so the top height of the MT Wall is at 16 feet. The MicroTiles are mounted to a self-supported, steel frame on the rear of the MT Wall. The frame is bolted to the floor, and tied off to the rear physical wall at 98 inches off the floor with Unistrut. On the backside of the MT Wall, there is approximately 30 inches of space between the MT Wall Frame and the building's physical wall (brick).

The floor of the Digitorium is laminate hardwood. There is approximately 19 feet of space between the MT Wall and the seating in the Digitorium. There are three signal/power access floor plates, with covers, approximately halfway between the MT Wall and the deck of the room seating. The Digitorium Floor load rating is 1000 pounds per square foot.

CURRENT SCREEN MODEL

The MicroTile Wall currently consists of 285 MicroTile Display Unit D100, Part Number 123-001102-01.

The current MicroTile Screen is the S100, Part Number 123-102104-01.

The MicroTile Wall is fully maintained by NKU Staff of the Office of Information Technology. They will be the Point of Contact for coordination of the work involved, and the re-certification process. The MT Wall will be at the current software version as per Christie's current deliverable firmware standards.

NEW SCREEN MODEL, REMOVAL OF OLD SCREEN, INSTALLATION, COMMISSIONING

Northern Kentucky University (NKU) is seeking to upgrade the projection screens portion of the 285 MicroTiles, and includes the purchase of 5 additional spares. This means the total purchase of parts is **290 SCREENS**.

The MicroTile Screen Replacement will consist of 285 **S310 MicroTile Projection Screens, Part Number 123-128102-0**.

There will be 5 additional spares purchased of the Model S310 Screen, Part Number 123-128102-0.

NKU will require the vendor to remove the existing MicroTile Screens, install the 285 new screens on the Wall, and dispose of the old projection screens.

The vendor will need to provide a lift to access the upper parts of the MT Wall for the removal and installation process.

After installation, the Vendor will coordinate with the Christie Certified Technicians to come onsite to re-certify the MT Wall for proper operation and cooling ventilation before the job is considered complete. There should be at least three to five (3 – 5) days of Christie Certification Technician Time quoted. Please consult Christie Digital Systems for the appropriate interval needed for re-certification.

The Re-Certification is listed as Christie Part Number 007-000009-01 and should be included in this bid.

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 _____ 2018

| | |
|-------------|--------|
| (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

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:

| Item | QTY | Unit Price | Extended Price |
|--|-----|-------------------|----------------|
| S310 MicroTile Projection Screens, Part Number 123-128102-0 | 290 | | |
| Removal / disposal of old screens | 1 | | |
| Installation of new screens | 1 | | |
| Re-Certification costs including Christie Technician time, Part Number 007-000009-01 | 1 | | |
| | | Total Cost | |

_____ Dollars _____ Cents
TOTAL COST (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.

CONTINUED

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 _____