

REQUEST FOR PROPOSALS

NS-09-13

Cabling Services, Network And Telecomm

Northern Kentucky University

Cabling Services, Network and Telecom

Proposals Due: October 23rd at 2pm



October 1, 2012

NOTICE OF RFP OPPORTUNITY

BRIEF SCOPE OF WORK:

Northern Kentucky University seeks bids for the following:

1. Per outlet pricing on data/telephone outlet moves, adds, changes and repairs
2. Project based costing on a per hour basis.

The University intends to select a vendor to do (Berk-Tek/Ortronics) certified system cabling and non-certified cabling to provide moves, adds, changes and repairs for both voice and data.

Bidding is for a Price Contract to provide cabling service for a period of three (3) years with the option to renew for one (1) additional one (1) year period.

PROJECT TIMETABLE:

Invitation for Bid Issued	Monday, October 1, 2012
Pre-Bid Meeting	Wednesday, October 10, 2012 at 9:00 AM EDT
Last Date for Questions	Friday, October 12, 2012 at Noon
BIDS DUE	Tuesday, October 23, 2012 at 2:00 PM EDT

PRE-BID MEETING:

A pre-bid meeting is scheduled for the date and time shown above in the Lucas Administrative Building Room 104. All contractors and subcontractors shall visit the site to check and verify existing conditions before submitting a bid. Adequate time will be allotted for inspection and field measurement following the meeting. Any discrepancies discovered between existing conditions and those shown on drawings or noted in the specifications shall be reported immediately to NKU in writing, so all bidders can be given proper information as to existing conditions. Failure to make this required inspection before submitting a response will be taken as acceptance by the contractor of the conditions as they exist in the field, whether shown on the drawings or noted in the specifications, and as shown on the owner's drawings and noted in the specifications. No subsequent claims for extra compensation arising from existence of discrepancies between actual conditions and those shown on drawings and/or noted in specifications will be considered.

Parking is available for a fee in any of the three campus garages.

Click Here for [MAP of Campus](#)

Click Here for [Driving Directions](#)

SUBMISSION:

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:

Jeff Strunk, CPPO
Director of Procurement Services
Lucas Administrative Center, Suite 617
1 Nunn Drive
Northern Kentucky University
Highland Heights, KY 41099

CONTACT FOR PROPOSAL PACKAGE

RFP Package may be downloaded from Procurement Services Website:

<http://procurement.nku.edu/bid-quotes-rfps.html>

If you have downloaded this Request for Proposal, please contact Eli Baird so that you can be added to the planholders list and notified if there are any addenda.

Eli Baird
Procurement Services, Bid Specialist
Northern Kentucky University
Lucas Administrative Center, 617
Highland Heights, KY 41099
Phone: 859.572.5266
FAX: 859.572.6995
E-mail: bairde1@nku.edu

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 Eli Baird, Procurement Services: Bairde1@nku.edu.

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

RFP NS-09-13

Cabling Services, Network and Telecomm

Note: Proposals received after the closing date and time will not be considered.

BID BOND

A 5% bid bond is required. Performance and payment bonds of 100% will be required of the successful bidder. More detailed information regarding bond requirements are included in the instructions.

PREVAILING WAGE:

This is not a prevailing wage job.

FORM OF PROPOSAL

For the purpose of creating a Price Contract, please fill in prices, where appropriate in the table below.

<u>Line</u>	<u>Description</u>	<u>PRICE</u>	<u>Price per duplex outlet where applicable</u>
	Standard installs		
1	4 Pair Cat. 5e outlet (voice and data)		
2	Dual 4 Pair Cat. 5e outlet (voice and data)		
3	4 Pair Cat. 6a outlet		
4	Dual 4 Pair Cat. 6a outlet		
5	Fiber outlet		
6	Dual Fiber outlet		
7	Additional cost if surface mounted raceway is required for phone or data (cost per foot)		
8	Repair of Cat. 5e outlet		
9	Repair of Dual Cat. 5e outlet		
10	Repair of Cat. 6a outlet		
11	Repair of Dual Cat. 6a outlet		
12	Repair of Fiber outlet		
13	Repair of Dual Fiber outlet		
14	Renovation - move single data or voice outlet		
15	Renovation - move dual data or voice outlet		
16	Renovation - data or voice outlet removal - single or dual		
17	Phone extension move* (e.g. when an employee moves to another office)		
18	Installation of a wireless access point (excluding price of the network drop, will use price from above)		
19	Remove of wireless access point		
	Vendor Response - Trip Charges		
20	Additional price per trip for Grant County Campus requests ²		
21	Additional price per trip for METS Center requests ³		
22	Price per hour during holidays and weekends		
23	Price per hour for requests before 8:00am and after 5:00pm		
24	Price for Emergency Response - Two hour response		
	Project Work		
25	Price per hour for data and voice infrastructure services		
26	Price per hour for non-certified telecommunication services		
27	Price per hour for project related work		
28	Price per hour for data and voice infrastructure services - 40 hrs/week for 9 months - time and materials for 3 months		
29	Price per hour for data and voice infrastructure services - 40 hrs/week for 12 months		
	Certified (warranted) installs		
30	Warranted voice and data outlet in a single box		
31	Warranted Cat 5e voice only outlet		
32	Warranted Cat 5e data only outlet		
33	Warranted Cat 6a voice outlet		
34	Warranted Cat 6a data outlet		
35	Warranted Fiber data outlet		

² Grant County Center, 390 North Main ST, Williamstown, KY 41097

³ METS Center, 3861 Olympic Blvd., Erlanger, KY 41018

**FORM OF PROPOSAL
NORTHERN KENTUCKY UNIVERSITY
CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10**

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:** _____

Was this a Prevailing Wage job? yes no

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Was this a Prevailing Wage job? yes no

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Was this a Prevailing Wage job? yes no

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Was this a Prevailing Wage job? yes no

Organization: _____

Contact Name: _____

Phone Number: _____

Date Work Completed: _____ **Value of Contract:** _____

Was this a Prevailing Wage job? yes no

Use additional sheets, if required.

NS-02-10 FP-4 of 11

**FORM OF PROPOSAL
NORTHERN KENTUCKY UNIVERSITY
CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10**

BRIEF SUMMARY OF BIDDER QUALIFICATIONS

A brief summary may be written here, or attachments of corporate literature may be noted.

**FORM OF PROPOSAL
NORTHERN KENTUCKY UNIVERSITY
CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10**

FACILITIES AND CONTACTS

Provide the physical addresses of your facilities that will normally be used to support activities on behalf of NKU.

Describe your service request and call out procedures. (Use extra pages, as needed.)

Provide names, titles, phone numbers and e-mails of all support personnel that will service the NKU account. (Use extra pages, as needed.)

Provide names titles, phone numbers and e-mails of management personnel that would be appropriate if any “escalation” is required. (Use extra pages, as needed.)

**FORM OF PROPOSAL
ENGINEER / TECHNICIAN CERTIFICATIONS**

Attach a brief bio for every technical employee that will be involved in the service of this contract, including years in the field, years with your organization, copies of current certifications held and list of training completed.

Be sure to include your Registered Communications Distribution Designers (RCDD) and a minimum of two Building Industry Consulting Service International (BICSI) certified installers

**NORTHERN KENTUCKY UNIVERSITY PROCUREMENT SERVICES
AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS**

NS-02-10

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

- 1.** That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).
- 2.** That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
- 2A.** Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.
- 2B.** Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine 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 which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.
- 3.** That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- 4.** That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and
- 5.** That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.
- 6.** Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.
- 7.** That the Bidder, if awarded a contract, would no be in violation of Executive Branch Code of Ethics established by KRS 11A.990.
- 8. Campaign Finance Laws** Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

9. Worker's Compensation and Unemployment Insurance Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 - Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM: _____ FED ID. OR SSN#: _____

PERMANENT ADDRESS: _____

STREET CITY STATE ZIP

CONTACT PERSON: _____ TITLE: _____

TELEPHONE NO: _____ FAX NO: _____ E-MAIL: _____

State of _____)

County of _____)

The foregoing statement was sworn to me this _____ day of _____, 20____, by _____.

(Notary Public)

My Commission expires: _____

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 _____ 20__

(Principal)	(Seal)	_____
(Title)		(Witness)

(Surety)	(Seal)	_____
(Title)		(Witness)

Payment and Performance Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as principal, and _____ company of _____, as surety, are held firmly bound unto **Northern Kentucky University** as Owner, in the sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum to _____ we hereby bind ourselves and our respective executors and administrators firmly by these presents. The condition of this Bond is such that if the above bounden _____ shall on his part fully and faithfully perform all of the terms of the Contract entered into this day between him and the Owner for the **Cabling Services, Network and Telecomm, Northern Kentucky University, Highland Heights, Kentucky** and shall pay all claims for labor performed and material furnished in the prosecution of said work, and save the Owner harmless from all claims for damages because of negligence in the prosecution of said work, and shall save the said Owner from all claims for compensation of employees and employees of subcontractor, then this Bond is to be void, otherwise of full force, virtue and effect.

Signed and Sealed this _____ day of _____, 20 _____

Principal _____ Title: _____ (Seal)

Surety _____ Title _____ (Seal)

END OF PAYMENT AND PERFORMANCE BOND

INSTRUCTIONS TO BIDDERS

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CABLING SERVICES, NETWORK AND TELECOMM INVITATION FOR BID, NS-02-10 INSTRUCTIONS TO BIDDERS

SECTION 1 – DEFINITIONS

1. **Addenda** – are written or graphic instructions issued by Northern Kentucky University (NKU) prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.
2. **Alternate** – is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted. If the University designated Alternates are considered in the award, the Alternate(s) will be accepted in the sequence listed on the Bid form, and the lowest bid sum will be computed on the basis of the sum of the base bid and any Alternated accepted, within the budgeted amount.
3. **Bid** – is the sum stated in the Bid Proposal for which the bidder offers to perform the work described in the specifications and detailed on the drawn plans.
4. **Bidder** – is one who submits a bid directly to the Purchasing Agency for the work described in the Bidding Documents.
5. **Bidding Documents** – include the Notice of Bid Opportunity, Invitation for Bid, Instructions to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.
6. **Bid Proposal** – is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
7. **Construction Manager** – means the person or entity employed by the owner under a separate contract, to provide professional and managerial services to the project.
8. **Consultant** – means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.
9. **Foreign Corporation** – refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.
10. **K.A.R.** – Kentucky Administrative Regulations; regulations that are promulgated by state agencies to enhance and clarify procedures that are authorized by a specific statute. After public review and acceptance by the agency, the regulations effectively become law until rescinded or revised by the agency.
11. **KRS References**- means the “Kentucky Revised Statutes” adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.
12. **NKU** – Northern Kentucky University
13. **Lump Sum** - Single total amount for Work; not consisting of several smaller amounts
14. **Notice of Intent to Award** – is a written letter issued to the apparent successful contractor after acceptance of bid price, unit prices, subcontractors and equipment and materials to inform them of such acceptance and request the required additional documentation to initiate the Contract. This is **not** an authorization to proceed.
15. **Owner** – is Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.
16. **Prime Contract** - Contractor will have full responsibility for the Work.
17. **Project** – The total Construction, of which the Work performed under the Contract Documents, may be the whole or a part, and which may include Construction by the Owner or by separate Contractors.

18. **Project Manager** – The person designated by the University to oversee the design and construction processes associated with a Capital Construction Project.
19. **Purchasing Agency** – is Northern Kentucky University (NKU) – Procurement Services, Lucas Administrative Center, Suite 617, 1 Nunn Drive, Highland Heights, KY, 41099
20. **Purchasing Official** – is the University’s authorized representative.
21. **Responsible Bidder** – shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).
22. **Responsive Bidder** – shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).
23. **Schedule of Values** – A zero-dollar Certification of Payment (i.e., invoices), completed shortly after the beginning of a Construction Contract, which outlines the labor and material components of the Contract amount, usually by specification division. When approved by the Contractor, Architect-Engineer and the Division of Contracting and Administration, this document becomes the basis for all Applications for Payment.
24. **Unit Price** – is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the bidding documents.
25. **Work** – Includes the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

SECTION 2 – EXAMINATION OF SITE AND CONTRACT DOCUMENTS

1. PRE-BID CONFERENCE AND SITE VISIT

- A. A pre-bid conference will be held approximately ten (10) days prior to receipt of bids. (**Actual date of Pre-Bid Conference will be stated in the Notice of Bid Opportunity.**) All Contractors wishing to bid on this project should have a representative attend this conference. Items discussed at the Pre-Bid Conference may become part of the contract, and any questions asked at a pre-bid meeting must also be submitted in writing.
- B. Bidders, before submitting proposals should visit and examine the site to satisfy themselves as to the nature and scope of the project and any difficulties attending the completion of the project.
- C. The submission of a bid will be construed as evidence that a visit and examination has been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized.
- D. All visitors are required to park in one of the (3) garages on campus; there is a charge for parking.

2. BIDDING DOCUMENTS

A. Availability of Bidding Documents

- 1) Bid Package is available from Procurement Services or may be downloaded from the Procurement web page: <http://procurement.nku.edu/bids/current1.php>

Notify Bonnie Flagg if you are interested in bidding on this project so you can be placed on our plan holder list and be notified directly if there are any addenda.

Bonnie Flagg
Bid Specialist
Phone: 859.572.5266
Fax: 859.572.6995
Email: flaggb1@nku.edu

- 2) Complete sets of Bidding Documents shall be used in preparing Bids. The Purchasing Official assumes no responsibility for misinterpretations resulting from the use of incomplete sets of bidding documents.

- 3) The Purchasing Official, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

B. Accuracy of Bid Documents

- 1) The Bidding Documents are complementary and are issued for the convenience of the Bidders. NKU assumes no responsibility for the correctness of said documents. Each Bidder should review the documents for errors or inaccuracies that may affect the scope of work implied.
- 2) All Bidders shall, upon examination of Bidding Documents promptly notify the University's Purchasing Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.

SECTION 3 – CLARIFICATION AND ADDENDA

1. QUESTIONS, INTERPRETATIONS

- A. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received less than ten (10) calendar days prior to the date for receipt of Bids may not be answered.
- B. Questions will be accepted from prospective Bidders and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer. The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered. And are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this IFB.
- C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Purchasing Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

2. ADDENDA

- A. Addenda will be mailed or delivered to all who are known by NKU Procurement Services to have requested and were furnished Bidding Documents.
- B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose
- C. No Addenda of a material nature will be issued later than seven (7) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the invitation for Bid.
- D. Each Bidder shall ascertain, prior to submitting the Bid, that he has received all Addenda issued by Procurement Service for the particular bid invitation. The Bidder shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Purchasing Official which is received at or prior to the hour and date specified for receipt for Bids.
- E. It shall be the sole responsibility of the Bidder who received the Addendum, to insure that all of the appropriate Sub-bidders and Sub-contractors are notified in respect to the information contained in the Addendum.

SECTION 4 – TIME FOR COMPLETION

See Project Timetable in the Notice of Bid Opportunity

SECTION 5 - CONTRACTORS; LICENSES, PERMITS, FEES, AND TAXES

1. PERMITS AND LICENSES

The Contractor shall obtain all permits, and licenses, 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.

2. TAXES

A. Not Tax-Exempt.

Bidders are informed that construction contracts for Northern Kentucky University are not exempt from the provisions of the **Kentucky Sales and/or Use Tax**. The Bidder shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents and no later adjustments to the Contract Sum will be permitted and/or made on this basis.

B. Northern Kentucky University, through the Commonwealth of Kentucky, is entitled to exemption from **Federal Excise Tax. All Prime Bidders or Sub-bidders shall take this into consideration in their Bid.**

C. Liability for Employee-Related Taxes. The Bidder 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 Bidder shall be in full compliance with KRS Chapters 341 and 342.

D. Each bidder is responsible for determining his own tax liability. Bidders may contact:

Kentucky Revenue Cabinet
Division of Compliance and Taxpayer Assistance
Sales and Use Tax Section
200 Fair Oaks Lane
Frankfort, KY 40602
502.564.5170

3. OCCUPATIONAL LICENSE

Northern Kentucky University was annexed by the City of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a City of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information call 859.292.3884 or log onto:

<http://www.campbellcounty.ky.gov/countiesservices/occllic/default.htm>.

SECTION 6 - PREPARATION AND SUBMISSION OF BIDS

1. Bidder's Representations

A. The Bidder by submitting a Bid, represents and warrants that:

B. The Bidding Documents have been read and understood and the Bid is made in accordance therewith.

C. The site of the proposed work has been visited and carefully examined and the Bidder is aware of and understands the local conditions under which the work is to be performed. Failure to make this required inspection before submitting a Bid will be taken as acceptance by the contractor of the conditions as they exist in the field, whether shown on the drawings or noted in the specifications, and as shown on NKU's drawings and noted in the specifications. No subsequent claims for extra compensation arising from existence of discrepancies between actual conditions and those shown on drawings and/or noted in specifications will be considered.

D. The Bid submitted is premised upon furnishing the work required by the bidding documents without exception.

E. That the plans and specifications contained in the Bid Documents have been carefully examined and determined by the Bidder to be accurate as well as adequate and sufficient from which to submit a Bid and from which to perform the Work.

2. Bidding Procedures

A. Form of Proposal. Bids shall be submitted by Bidders who have received Bidding Documents from Northern

Kentucky University and thereby listed on the Official Planholder's list and shall be made on the proposal form (Form of Proposal) provided.

- 1) Blanks. All blanks on the Form of Proposal shall be completed and all required support data shall be furnished.
- 2) Sums. Where so indicated by the makeup of the Form of Proposal, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount indicated by words shall govern.
- 3) Modifications. Any interlineation, alteration, or erasure must be initialed in ink by the signer of the Bid or by an official designee of the signer of the Bid.
- 4) Alternates. All alternates specifically called for by the Form of Proposal shall be bid. Voluntary alternate proposals or an alternate to a lump sum proposal will not be considered unless specifically permitted by the conditions of the Notice of Bid Opportunity or the Invitation to Bid.
- 5) Qualifications. The Bidder shall make no additional stipulations on the Bid Proposal form or qualify the Bid in any other manner.
- 6) Signatures. The Form of Proposal shall be signed by a person or persons legally authorized to bind the Bidder to a contract. The Form of Proposal shall include the legal name of Bidder and a statement indicating whether the Bidder is a sole proprietorship, a partnership, a corporation, or any other legal entity. A Bid by a corporation shall identify the state of incorporation including Federal I.D. number. A Bid submitted by an agent shall have a current signing authority attached certifying agent's authority to bind the Prime Bidder.

B. Submittal of Bid.

The completed University Official Bid Document, the Bid Security, and any support data required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and **shall be identified with the Bidder's name and address, the sealed Bid invitation number, closing date and hour**. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. NOTE: USPS Zip Code is 41099; other carriers should use Newport, 41076.

C. The successful Bidder, if not already a vendor, must complete the Vendor Set-Up form available at <http://procurement.nku.edu/newvendor.php> Please submit on-line.

3. Unit Prices

The Bidder shall submit with the Bid a list of Unit Prices as designated on Form of Proposal. Unit Prices are for the pricing of changes in the quantity from that indicated by the Contract drawings and specifications, where such changes have been authorized in writing by the University. The Unit Prices submitted shall include all necessary labor, materials, equipment, appliances, supplies, overhead and profit. Only a single Unit Price shall be quoted for each designated item of work. The Unit Price shall be used to calculate price adjustments for either increasing or decreasing the amount of Work. Unit Prices shall apply to all phases of the Work whether the Work be performed by the Bidder or by the Bidder's (contractor) Subcontractor. The University reserves the right, prior to an award of Contract, to evaluate the Unit Prices submitted and adjust and/or reject any Unit Price that is determined by the Purchasing Official to be unreasonable in amount.

4. Planholders

A. Intent to Submit a Bid. A request for Bid Proposal and Bid Documents by a General Contractor will be considered as intent to submit a Bid. The Bidder's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to Northern Kentucky University Procurement Services prior to the closing date for receipt of Bids.

B. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Bidder, Subcontractor, material or equipment supplier. If the Bidder or planholder

notes non-receipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from Procurement Services or review same at any of the designated reporting agencies offering the Bid Documents for review.

SECTION 7 - RECEIPT AND OPENING OF BIDS

1. **Timeliness of Bids.** Bids shall be delivered, in a sealed envelope, to Procurement Services, Suite 617, Lucas Administrative Center, 1 Nunn Dr., Highland Heights, KY 41099 prior to the official time and date for receipt of Bids indicated in the advertisement of Invitation to Bid, or any extension thereof made by Addendum. The “official time” refers to the time as indicated by the time date clock located in the reception area of Suite 617.
2. **Late Bids.** Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the re-advertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.
3. **Bids Not In Writing.** Oral, e-mailed, telephonic, or telegraphic Bids or changes in Bids by such methods are not permitted and will not receive consideration.
4. **Bids Withdrawn.**
 - A. Bids may be withdrawn prior to the closing time and date for receipt of Bids by: (i) a properly identified representative of the Bidder whose name appears on the Bid envelope, or (ii) by written request by an authorized representative of the Bidder, received by Procurement Services prior to the Bid closing date and time. Withdrawn Bids may be resubmitted up to the closing time designated for the receipt of Bids.
 - B. No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum bid shall not be a cause for withdrawal of the bid without forfeit of bid bond. Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.
5. **Bids Remain Open.** During the stipulated time period following the time and date designated for the receipt of Bids a Bid shall remain open for the Owner’s acceptance. During this period the Bid may not be modified, withdrawn or canceled by the Bidder, without the Bid security being subject to forfeiture and the suspension of the Bidder’s future bidding privileges.
6. **Consideration of Bids**
 - A. **Bid Opening.** Bids, upon their receipt, are stamped showing the hour and date received. Unless stated otherwise in the Notice of Bid Opportunity or Invitation for Bid, all properly identified timely Bids will be publicly opened, reviewed (for conformance with Bid submittal requirements) and if properly executed and complete, read aloud. All Bids opened and read will be listed on the official Bid tabulation which will be made available to all Bidders on the Procurement Services website.
 - B. **Waiver of Irregularities/Rejection of Bids.** The right to cancel the Invitation to Bid, to reject any and all Bids, and to waive technicalities and minor irregularities in Bids is maintained and preserved in all Invitations for Bids issued by NKU when such action is determined to be in the best interest of NKU.
 - C. **Minor Irregularities.** Minor irregularities or technicalities in a Bid may be waived by the Purchasing Official on behalf of the University when all of the following circumstances are present:
 - 1) The Purchasing Official determines that it will be in the University’s best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Bid;
 - 2) Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for Bids or Invitation for Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Bidders. If the University does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.

7. **Competitive Negotiation.** The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.
8. **Intent to Award.** It is the intent of the Purchasing Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Bidder offering the best value to the University, provided the acceptable Bid sum is within budgeted funds. In the event that all bids submitted result in prices in excess of funds available, NKU may enter into competitive negotiations subject to the guidelines and restrictions of KRS 45A.090.
9. **Post Bid Review and Material Submittal**

The Bidder should have a responsible authorized representative at the bid opening. The Bidder's representative shall have the authority and be qualified to respond to questions that may arise about the Bidder's Bid submittal. The representative of the apparent low Bidder may be required to participate in the post Bid review of the apparent low Bid proposal, and if required by the Bid proposal, the completion and submittal of the material and equipment listing, Schedule of Values, EEO-1:Employer Information Report and the subcontractor report form. The post Bid review may include representative's of the apparent low Bidder and required University personnel. Preliminary review will be directed toward Subcontractor, material listing, Unit Prices, and qualifications of the Bidder.

SECTION 8 - BID SECURITY

1. Bid Bond

- A. Where specified in the Notice of Bid Opportunity or Invitation to Bid, the Bidder shall furnish a Bid guarantee in the required form of not less than five percent (5%) of the Bid amount. This Bid security secures the Bidder's promise (i) to enter into a contract on the terms stated in the Bid proposal, and (ii) if required, to furnish bonds covering the faithful performance of the contract and payment of all obligations thereunder. Should the Bidder refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Purchasing Official will retain the Bid security of Bidders until either (i) the contract has been executed and bonds have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected.

2. Performance Bond, Labor & Material Payment Bond

- A. The successful Contractor shall furnish security bonds (form to be furnished) in an amount equal to one hundred percent (100%) of the Contract Price as security for the performance of the Contract established and for payment of all persons performing labor, including payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and furnishing materials, equipment, supplies, taxes, and other proper charges and expenses incurred or to be incurred in the performance of the contract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky. The bonds shall be valid after the final payment has been made on the Contract during the guaranty period and other periods limited only by statutes of limitation. If the furnishing of performance and payment bonds is required by the Bidding Documents, the bond premiums shall be paid by the Bidder. If the furnishing of bonds is not required by the Bid Documents, but required by the Purchasing Officer subsequent to the award of Contract, the successful Bidder shall procure the bonds and the University will reimburse the Bidder for the premium cost. The University reserves the right to require all bonds be provided by a surety company with a rating of "A" or better as listed in the A. M. Best-Key Rating Guide for Property and Casualty (current edition).
- B. The Bidder shall execute the required performance and payment bonds for the University on the date of execution of the Contract Documents between the Owner and the Contractor, or, with the approval of the Purchasing Official, within ten (10) calendar days after that date. Unless otherwise specified in the Bidding Documents, the bonds shall be written on the bond form bound in the bidding documents and in the number of counterparts specified by the Purchasing Official.
- C. Bonds shall be issued by a surety company authorized to underwrite bonds in the Commonwealth of Kentucky. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix

thereto a certified and current copy of their Power of Attorney. The date of the Power of Attorney shall not precede the date of the bonds.

SECTION 9. - INTENT

- 1. Work Required:** Northern Kentucky University requires that the successful bidder perform a complete and satisfactory job in accordance with the Contract Documents.
- 2. Conflicts in Contract Documents:** Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all Contract Documents. In the case of conflict between the Contract Documents, the Contract Documents shall take precedence in the following order: The Contract; addenda starting with the last issued addendum; the General Terms and Conditions; the Special Terms and Conditions; the specifications with attachments; and the drawings.
- 3. Work Not Described:** All work not specifically described in the Contract Documents, yet required to produce a fully functional and properly operating project shall be provided even though every item or minor detail for the proper installation or successful operation of the entire Work is not mentioned in the Contract Documents.
- 4. Completion of Work:** The successful bidder acknowledges and agrees that it has taken into account in its bid the requirements of the bid and Contract Documents, local conditions, availability of material, equipment, labor, and any other factors which may affect the performance of the Work. The successful bidder agrees and warrants that it will complete the Work not later than the time period or date indicated for completion.

SECTION 10. - MATERIAL AND WORKMANSHIP

1. The materials, products and equipment detailed, described or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance and quality.
2. Material, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the sole opinion and judgment of the Owner, of equal substance and function and approved by the Purchasing Official.

SECTION 11. - STATEMENT OF QUALIFICATIONS

1. Bidder Responsibility. All bidders may be required to supply the information requested on the Contractor/Bidder Determination of Responsibility Questionnaire. The apparent low Bidder will be supplied this document at the post Bid review of the Bid submittal document. The information required by this document must be completed by the Bidder and returned to the University Purchasing Official within a reasonable time as determined by the University. In most cases the information should be completed and returned in no more than five (5) working days after the Bid submittal. The information provided will be used to determine whether the Bidder is "responsible" as defined by KRS 45A.070(6), and verify that the Bidder has the experience, qualifications and resources required to provide the quality workmanship, materials and services necessary to complete the project being Bid. In addition to the information required by the Questionnaire, the Bidder agrees to provide any additional information that may be necessary for determination of contractor responsibility, as defined by the Kentucky Model Procurement Code. The determination of contractor responsibility will not be made until the Bidder has provided a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign laws of the Commonwealth and that the award of a contract to a Bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. The sworn statement required is included in the Form of Proposal.
2. Inquiries. The Purchasing Official shall have the right to make any inquiry deemed necessary to determine the ability of the Bidder to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Bidder to promptly supply information in connection with the Purchasing Official's inquiry may be grounds for a determination that such Bidder is nonresponsive.
3. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder's qualifications would give reasonable doubt that the Bidder could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

SECTION 12. - REJECTION OF BIDS

1. Grounds for Rejection. Grounds for the rejection of Bids include, but shall not be limited to:
 - A. Failure of a Bid to conform to the essential requirements of the Invitation for Bid;
 - B. Any bid which does not conform to the specifications contained or referenced in any Invitation for Bids shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
 - C. Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;
 - D. A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bids, or limit the Bidder's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
 - E. Any Bid determined by Procurement Services in excess of funds available.
 - F. Failure to furnish a Bid security in accordance with the requirements of the Notice of Bid Opportunity or Invitation for Bid.
 - G. For other cause as documented by the Purchasing Official pursuant to a written determination and finding.
 - H. Bids received from Bidders determined by the Purchasing Official to be non-responsive bidders.
 - I. Bid may be rejected unless filled out in ink or typewritten and signed in ink.
 - J. Rejection of Alternate Bids. The University reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the University are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

SECTION 13. - ACCEPTANCE OF BIDS, EVALUATION OF BIDS, AWARD OF CONTRACT

1. Award of Contract

- A. The issuance of an award of the Contract is contingent upon (i) securing an acceptable Bid that is responsive and from a responsible Bidder and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of Northern Kentucky University.
- B. Unless otherwise provided in the Bidding Documents, the resulting contract will consist of the Invitation for Bid with any issued addenda, drawings, specifications, the Bidder's submitted Form of Proposal and the Notice of Award letter.
- C. The Contract between Northern Kentucky University and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.
- D. Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.
- E. The University reserves the right to negotiate and award Contracts as allowed under KRS 45A.090 should all responsive Bids exceed available funds.

SECTION 14. - BID PACKAGE CHECKLIST

Forms Required. An Authentication of Bid, Statement of Noncollusion and Nonconflict of Interest documents are bound with and included as part of the Form of Proposal. The Bidder is required to sign that document and submit it as part of the Bid. A completed Vendor Set-Up form must be submitted as part of the Bid. Failure to comply with these requirements shall invalidate the Bid.

SECTION 15. – PROTESTS

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in writing to the Director of Procurement Services.

SECTION 16. – MISCELLANEOUS

1. Equal Employment, Nondiscrimination, Minority and Women Owned Business Participation

- A. **Discrimination Prohibited.** Northern Kentucky University is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin or disability in employment.
- B. **Use of Minority and Women Owned Business Enterprises.** The utilization of minority and women owned business enterprises is encouraged in all construction and renovation projects at Northern Kentucky University. All Contractors should make full efforts to locate and use minority and women owned business enterprises in the bidding of this project. For assistance in identifying minority and women vendors and subcontractors, the contractors may contact the Office of EEO and Contract Compliance, Room 395, New Capitol Annex, Frankfort, KY 40601, phone 502-564-2874.

3. Anti-Kick Back

All Bidders shall comply with the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

4. Compliance with Kentucky’s Compensation and Unemployment Insurance Laws KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker’s Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

5. Weapons-Free Zone

The possession of, use or storage of any firearm, ammunition, explosive device (including fireworks), or other deadly weapon in any form is prohibited on any Northern Kentucky University property or in any facility or on any property owned, leased, or operated by the University, except as permitted by law (K.R.S. 527.020).

“Weapons” include, but are not limited to, martial arts weapons, knives (other than those necessary for cooking or approved university activities, including ROTC), bows and arrows, air guns, shot guns, BB guns, and “deadly weapons” as defined by KRS 500.080(4).

6. NKU Clean Air Act

- A. For the purpose of this policy:
- 1) “smoking” is defined as burning any type of tobacco product including, but not limited to, cigarettes, cigars, cigarillos, bidis, and pipes; and
 - 2) “facility” is defined as any structure(s), building(s), area, site, place or property under the supervision and/or control of Northern Kentucky University.
- B. The Northern Kentucky University Highland Heights campus shall be designated as non-smoking within all common pedestrian areas, such as the Loch Norse area, Norse Commons, University Plaza and other highly populated areas, unless otherwise stipulated in this policy. Further, the campus shall be designated as nonsmoking within a thirty-foot (30) perimeter of all campus facilities, unless otherwise stipulated as a smoking area in this policy. Smoking shall be prohibited in all campus buildings and outside in areas of the campus where non-smokers cannot avoid exposure to smoke.
- C. The six designated smoking areas are: 1) the south entrance of the lower level of Landrum Hall; 2) the north entrance of the Applied Science & Technology Building; 3) the east entrance of the University Center on the ground floor; 4) near the Sun Dial in the University Plaza; 5) the Herman Science Center plaza; 6) the south side of Health Center.

7. Foreign Corporations.

- A. Foreign Corporations are defined as corporations that are organized under the 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.
- B. The Foreign Corporate Bidder, 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.
- C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

8. Parking

All Prime Contractors and their subcontractors may purchase a monthly parking pass from NKU at the rate of \$24.17/month, or at a daily rate of \$5.00/day. 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 site 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.

SECTION 17. - NKU GENERAL SAFETY REQUIREMENTS

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.

1. Background Checks:

The Contractor shall furnish the University Project Manager 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, if requested.

2. 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.

3. 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.

Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measure 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 agents may cause to the campus or to the University equipment.

Contractor agrees that in event of an accident or incident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859-572-5500), who will prepare and furnish a full

written report of the accident or incident.

All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper individual and company identification upon request.

4. 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 danger within the project work site. The Contractor shall maintain this project work site protection 24 hours a day, 7 days a week for the duration of the project.

5. 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 or NKU-hired Architect of Record.

End - Instructions to Bidders

CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10
GENERAL TERMS AND CONDITIONS
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**NORTHERN KENTUCKY UNIVERSITY
CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10
GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are binding upon the Contractor and all Subcontractors as each are subject to the provisions contained herein.

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in other Contract Documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

1. **CONSULTANT** - The term "Consultant" means the person and/or entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.
2. **CALENDAR DAY** - The term "Calendar Day" means a day of twenty-four hours measured from midnight to the next midnight.
3. **CHANGE ORDER** - The term "Change Order" means a written order to the Contractor signed by the Owner, issued after the execution of the Contract, directing a change in the Work or an adjustment in the Contract Amount or the Contract Time. A Change Order may be an agreed change by the Contractor and the Owner or it may be an unilateral change by the Owner.
4. **CONSTRUCTION MANAGER** - The term "Construction Manager" means the person or entity employed by the Owner under a separate contract to provide professional and managerial services to the Project.
5. **CONTRACT** - The "Contract" consists of all Contract Documents as defined in this Article 1 of the General Conditions.
6. **CONTRACT AMOUNT** - The term "Contract Amount" means the sum stated in the Agreement which represents the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents, plus or minus adjustments as provided for in the Contract Documents.
7. **CONTRACT TIME** - The term "Contract Time," unless otherwise provided, means the period of time, including authorized adjustments, for the Substantial Completion of the Work. The time begins as directed in the Work Order and continues for the time specified in the Agreement.
8. **CONTRACT DOCUMENTS** - The "Contract Documents" include the Invitation for Bid, the General Conditions, the Special Conditions, the Contractor's Form of Proposal, the Contractor's Bonds, the Specifications, Drawings and Addenda issued prior to Execution of the Contract, together with any Change Orders subsequently issued and Notice of Award. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and any Subcontractor, or any person or entity other than the Contractor. The Contract Documents do not include the Notice of Bid Opportunity, instructions to bidders, sample forms or portions of bid addenda relating to bidding requirements.
9. **CONTRACTOR** - The term "Contractor" means the person, company, corporation, joint venture or other legal entity with whom the Owner has executed the Contract.
10. **FIELD ORDER** - The term "Field Order" means a written order issued by the Consultant which clarifies or interprets the Contract Documents, or orders minor changes in the Work and which does not require a Change Order.

11. KRS REFERENCES - "KRS References" means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky, including all laws that may have been revised, amended, supplemented or new laws enacted.
12. OWNER - The term "Owner" means Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.
13. PROGRESS MEETINGS – Scheduled on-site meetings for the progress review of a Construction Contract.
14. PROJECT - The term "Project" means the total construction of the Work performed under the Contract Documents, which may be the whole or a part, and which may include construction by the Owner or by separate contracts.
15. PROJECT MANAGER - The term "Project Manager" means the Owner's representative responsible for administration and management of the Project.
16. PROVIDE - The term "Provide," as used throughout the specifications, shall mean furnish, install and pay for.
17. SHOP DRAWINGS - The term "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
18. SUBCONTRACTOR - The term "Subcontractor" means a person, company, corporation, joint venture or other legal entity having a direct contract with the Contractor for the performance of a part of the Work.
19. SUBSTANTIAL COMPLETION - The term "Substantial Completion" means the stage or progress of the Work whereby the Project or a designated portion thereof is sufficiently complete in accordance with the Contract Documents, including, but not limited to, the provisions of ARTICLE 28 of these General Conditions, so that the Owner can occupy or utilize the Project or the designated portion for its intended use or purpose without interruptions.
20. WORK - The term "Work" means the scope of construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to perform and complete the Contractor's obligations under the Contract in an expeditious, orderly and workmanlike manner. The Work may constitute the whole or a part of the Project.
21. WORK ORDER - The term "Work Order" means a written notice by the Owner to the Contractor authorizing the Contractor to commence Work under the Contract and establishing the beginning date from which the time for Substantial and Final Completion shall be established.
22. UNIT PRICE - The term "Unit Price" means the amount per unit of measurement for materials or services as described in the bid documents.

ARTICLE 2 – CORRELATION AND INTENT OF CONTRACT DOCUMENTS

1. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly and carefully examined the site of the of Work, investigated and understands all conditions which can affect the Work or its cost, including but not limited to, availability of labor, materials, supplies, the character of equipment and facilities needed to perform the Work, local conditions under which the Work is to be performed, and further, that the Contractor has inspected all documents and finds the documents to be adequate to complete the Work. It is the responsibility of the Contractor to be familiar with and comply with all Federal, State, and local laws, ordinances, and regulations which might affect those engaged in the Work, and to be familiar with the materials, equipment, or procedures used in the Work, or which in any other way

could affect the completion of the Work. Any failure by the Contractor or any Subcontractor or material supplier to properly familiarize themselves with the proposed Work shall not relieve the Contractor from the responsibility for completing the Work in accordance with the Contract Documents.

2. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Labor or materials which are necessary to produce the desired result, even though not specifically mentioned in the Contract Documents, shall be included in the Work.
3. In the event a question arises regarding the meaning or intent of the Contract Documents, the Contractor shall report it at once to the Owner. The Owner shall furnish, with reasonable promptness by whatever means as may be appropriate, additional instructions necessary for the proper execution of the Work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof and reasonably inferable there from. The Work shall be executed in conformity therewith and the Contractor shall do no Work without proper drawings and instructions.
4. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. In case of conflicts between the various documents, the order of precedence will be as follows: (1) Addenda, (2) Special Conditions, (3) General Conditions, (4) Technical provisions of the Specifications.
4. Any notice to the Contractor from the Owner regarding this Contract shall be in writing and delivery and service of such notice shall be considered complete when sent by registered mail to the Contractor at Contractor's last known address. Such notice may also, at the Owner's election, be hand-delivered to the Contractor or his authorized representative.

ARTICLE 3 – PRE-SERVICE CONFERENCE

Following the execution of the Contract, a pre-service conference will be held to discuss the time for services, methods and plan of operation, authority of the Owner, procedures for handling progress estimates, and requests for payments, and other relevant issues. The time and location of this meeting will be the responsibility of the Owner in consultation with other interested parties.

ARTICLE 4 – MATERIALS, EQUIPMENT, APPLIANCES, AND EMPLOYEES

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all materials, labor and personnel, tools, equipment, construction equipment and machinery, utilities, supplies, appliances, transportation, taxes, temporary facilities, licenses, permits and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and the proper execution and completion of the Work safely and without damage to persons and property. The Contractor shall furnish, erect, maintain, and remove as required, all temporary plants as may be required during the life of the contract.
2. Immediately following the execution of the Contact Documents, the Contractor shall determine the source of supply for all materials and the length of time required for their delivery, including materials of all subcontractors, and order for all materials shall be placed for such materials in sufficient time for delivery to the site and incorporated into the Work when needed to comply with the schedule of Work.
3. The Contractor or Subcontractors shall not place purchase orders or issue contracts for materials, supplies, equipment and services necessary to complete this Project using the name of Northern Kentucky University. All orders placed by the Contractor that are related to this Project must use the name of the Contractor placing the order. The use of Northern Kentucky University's name for ordering purposes is strictly prohibited. Payment for all goods and services required for the completion of the Work is the sole responsibility of the Contractor. Any invoices received at the University that are related to this Project will be immediately forwarded to the Contractor. Copies of these invoices will be made and placed in the

Contractor's file and proof must be provided that these invoices have been paid in full prior to the processing of the next scheduled application for progress payment.

4. The route for delivery of all materials to the Project shall be coordinated with the Owner's Project Manager.
5. The Contractor shall be responsible for the proper and adequate storage of materials and equipment. Unless otherwise provided in the Contract Documents, all materials shall be of good quality and new. Workmanship and materials supplied and incorporated into this Work shall be of first quality. The Contractor, if required, shall furnish satisfactory evidence as to the kind and quality of materials.
6. The Contractor shall at all times enforce strict discipline and good order among all employees and Subcontractors. The conduct of all individuals performing Work or operations related to the Work is the responsibility of the Contractor. The consumption of alcohol or drugs on the job by any workers is strictly prohibited. Any individual apprehended under the influence of alcohol or drugs on the premises at any time shall be subject to automatic removal from the Project by the Contractor, the Owner. Improper conduct of any kind will not be permitted and may result in the offending individual, Subcontractor or Contractor being barred from the Owner's premises. The Contractor shall not permit the employment on the Project of any person unfit or not skilled in the Work assigned.
7. Smoking is prohibited on the campus of Northern Kentucky University except in certain designated smoking areas. A smoking area will be designated at the Pre-Construction Conference. The Contractor's employees or Subcontractors violating this prohibition will be subject to dismissal from the Project.

ARTICLE 5 – SURVEYS, PERMITS, REGULATIONS, AND STANDARD CODES

1. All Work shall be executed in strict compliance with all state and federal regulations and codes, and shall be in compliance with all national codes when applicable.
2. Reference to standards, codes, specifications, and regulations refer to the latest edition of printing in effect at the date of issue shown in the Contract Documents unless another date is implied by the suffix number of the standard.
3. The Contractor shall be responsible for and shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the bid documents.

ARTICLE 6 – PROTECTION OF WORK, PROPERTY, AND PUBLIC

1. The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall pay for any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
2. In an emergency affecting the safety of life, or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is obligated to act to prevent such threatened damage, loss or injury.
3. Contractors shall maintain fire protection as required by the Kentucky Building Code. Access to the Project site and surrounding buildings must be maintained during construction for local fire truck access. Contractor shall maintain construction to allow access to new, existing or temporarily relocated standpipe, fire hydrant connections and fire alarm communication panels pursuant to Section 3018.8 of the Kentucky Building Code. The Contractor is responsible for any false alarms caused by dust created in the Work area or dust traveling to areas beyond the Work area due to inadequate dust protection barriers.

4. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the Project site.

ARTICLE 7 – CONSTRUCTION AND SAFETY DEVICES

1. The Contractor shall provide safety controls for protection of the life and health of employees and visitors. The Contractor will utilize precautionary methods for the prevention of damage to property, materials, supplies, and equipment, and for avoidance of work interruptions in the performance of this Contract. In order to provide such safety control, the Contractor shall comply with all pertinent provisions of the Kentucky Fire Prevention Code, Kentucky Building Code, Kentucky Labor Cabinet's Division of Occupational Safety and Health Program Construction Standards (29 CFR 1926 as adopted by 803 KAR 2:400 through 2:425) and Federal Occupational Safety and Health (Construction) Standards that are in effect at the time the Contract is entered into and during the period in which the Contract is to be performed.
2. The Contractor shall provide a written safety program which includes all pertinent written specialty standards such as, but not limited to, Control of Hazardous Energy Sources (Lockout/Tagout), Hazard Communications Program, First Aid, Blood Borne Pathogen Program, Respirator Use Program and Hearing Conservation Program. The Contractor shall require all Subcontractors to have an effective written safety program or be required to follow the Contractor's written safety program.
3. The Contractor shall maintain an accurate record of and shall report to Kentucky Labor Cabinet's Division of Occupational Safety and Health in the manner and on the forms prescribed by that Division, exposure data and all accidents resulting in death, traumatic injury, occupational disease. The Contractor shall maintain an accurate record of and shall report to the Owner's Project Manager, any damage to property, materials, supplies, and equipment incident to Work under this Contract.
4. The Kentucky Labor Cabinet's Division of Occupational Safety and Health or the Owner's Environmental Health and Safety Division may notify the Contractor of any noncompliance with the foregoing provisions and the corrective actions to be taken. The Contractor shall after receipt of such notice immediately correct conditions.

Notice delivered to the Contractor or the Contractor's representative at the site of the Work shall be deemed sufficient for this purpose. If the Contractor fails or refuses to comply promptly, the Owner may issue an order stopping all or part of the Work until satisfactory or corrective action has been taken. Failure or refusal to comply with the order will be grounds for stopping all payments due under the Contract to the Contractor.

5. The Contractor or any Subcontractor shall immediately contact the University of Kentucky's Department of Occupational Health and Safety should they be selected for an inspection by the Kentucky Occupational Safety and Health Compliance Division.
6. Compliance with the provisions of the foregoing sections by Subcontractors shall be the responsibility of the Contractor.
7. Nothing in the provisions of this ARTICLE 7 shall prohibit the U.S. Department of Labor or the Kentucky Department of Labor Division of Occupational Safety and Health from enforcing pertinent occupational safety and health standards as authorized under Federal or State Occupational Safety and Health Standards.
8. The Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. If the Contractor or any Subcontractor has questions related to the health or safety required by their written safety program, they should contact the Kentucky Labor Cabinet Occupational Safety and Health Program Division of Education and Training. The Contractor shall designate a responsible member

of the on site Work force as the safety officer and shall report to the Owner the name of the person selected. The duties of the safety officer include the enforcement of safety regulations.

ARTICLE 8 – HAZARDOUS MATERIALS

1. If the Contractor encounters material reasonably believed to be or suspected to be asbestos containing material, lead, polychlorinated biphenyls (PCBs), or other hazardous material, the following procedures must be followed:
 - A. The Contractor shall immediately stop Work in the affected area and notify the Owner's Project Manager. The Project Manager will contact the Owner's Environmental Health and Safety unit to arrange for collection of samples, review of existing data, or other testing necessary to confirm the presence of hazardous materials. The Project Manager will notify the Contractor in writing of the results. Until that notification is received, the Work must not continue in the affected area.
 - B. If the material is confirmed to be asbestos, lead, polychlorinated biphenyls (PCBs), or other hazardous material, the Owner will take appropriate action to remove the material before the Contractor can continue Work in the affected area.
 - C. Unless specified otherwise in the bid documents, the Contractor shall not be required to perform any Work related to asbestos, lead, polychlorinated biphenyls, or other hazardous material. Contractors are advised that certain classes of building materials (thermal system insulation, sprayed or troweled surfacing materials, and resilient flooring) installed before 1981 are required by law to be treated as asbestos containing until proven otherwise. These presumed asbestos containing materials must not be disturbed without confirmation from the Owner that asbestos is not present.
2. The Owner, the Contractor, and Subcontractors will be under the requirements of the OSHA Hazard Communication Standard (29) CFR 1910.1200. The Contractor and Subcontractors must provide their own written Hazard Communication Program. The Hazard Communication Standard must include: (1) A list of the hazardous chemicals to which the Contractor's employees may be exposed; (2) Statement of the measures that Contractor's employees and Subcontractors may take to lessen the possibility of exposure to the hazardous materials; (3) The location of and access to the MSDSs related to the hazardous chemicals located in the Work area; (4) Procedures that the Contractor's employees and Subcontractors are to follow if they are exposed to hazardous chemicals above the Permissible Exposure Limit (PEL). Material Safety Data Sheets (MSDS) may be reviewed upon request by the Contractor or any subcontractor as they pertain to the Work areas of the Project. Photocopies of the MSDSs may be made by Contractor at its expense.
3. The Contractor and Subcontractors shall provide the Owner with a list of any hazardous materials that will be used on the job site that may be exposed to the Owner's employees. The Contractor and Subcontractors shall provide the Owner with copies of Material Data Sheets for materials to be used.
4. It is the policy of the Owner that PCB containing equipment will be treated by the Contractor and the Owner in a manner that conforms to the intent of all applicable laws and regulations (primarily 40 CFR Part 761). The following procedures shall be followed by the Contractor and Subcontractors while present on the Owner's Project or other property: (1) Only authorized, trained personnel may inspect, repair, or maintain PCB transformers; and (2) No combustible materials may be stored within a PCB transformer room or within five meters of a PCB transformer. Such materials include, but are not limited to, paints, solvents, plastic, paper, and wood. The Contractor shall not use rooms containing PCB transformers for storage rooms, staging areas, job site offices or break rooms. Violation of this policy may be grounds for dismissal of the offending Contractor from the Project. All PCB transformers at the University of Kentucky are identified by a PCB label as defined in federal regulations. If the Contractor should have a question as to the location of a PCB transformer, it should contact the Owner's Project Manager.

ARTICLE 9 – INSPECTION OF WORK

1. All Work completed and all materials incorporated for the Project are subject to inspection by the Owner, or their representatives to determine conformance with the Contract Documents. The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide any facilities necessary for sufficient and safe access to the Work to complete any inspections required. The Owner shall be given timely notification in order to arrange for the proper inspections to be performed on any Work outside of the normal working day or week.
2. If the Specifications, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the Owner timely notice of the readiness of the Work for inspection. The Owner shall promptly make all required inspections.

ARTICLE 10 – SUPERINTENDENT – SUPERVISION

1. The Contractor shall completely and thoroughly direct and superintend the Work in accordance with the highest standard of care for the Contractor's profession so as to ensure expeditious, workmanlike performance in accordance with requirements of the Contract Documents. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures. The Contractor shall be responsible for the acts and omissions of all Subcontractors and persons directly or indirectly employed by the Contractor in the completion of the Work. The Contractor shall be responsible for coordinating and scheduling all portions of the Work unless the Contract Documents give other specific instructions. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by the activities of the Owner in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
2. The Contractor shall have a competent superintendent during the process of the Work. The superintendent shall have authority to act on the Contractor's behalf with regard to all aspects of performance of this Contract. The Contractor shall also provide administrative, supervisory and coordinating personnel required to fully perform the Work. The superintendent and all assistants shall be physically fit for their work and capable of going to all locations where Work is being performed. A communication given to the superintendent shall be binding on the Contractor. Immediately after the award of Contract, the Contractor shall submit to the Owner a list of Contractor's employees, including names, positions held, addresses, telephone numbers, cell phone numbers and emergency contact numbers.

ARTICLE 11 – CORRECTION OF WORK BEFORE FINAL PAYMENT

1. The Contractor shall promptly remove from the site and replace any material or correct any Work found by the Owner to be defective or that fails to conform to the requirements of the Contract, whether incorporated in the Work or not, and whether observed before or after Completion. The Contractor shall bear all costs of correcting such Work or material including the cost of additional professional services necessary.

ARTICLE 12 – CORRECTION OF WORK AFTER PAYMENT

1. The payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for materials and equipment incorporated into the Work that fail to meet specification requirements, or for use of faulty materials or poor quality workmanship. If within one year after the date of Completion of the Work or designated portion thereof, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Contractor shall correct any defects due to these conditions and pay for any damage to other Work resulting from their use. Nothing contained in this clause shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract. The obligation of the Contractor under this ARTICLE shall be in addition to and not in limitation of any obligations imposed by

special guarantees or warranty required by the Contract, given by the Contractor, or otherwise recognized or prescribed by law.

2. In addition to being responsible for correcting the Work and removing any non conforming Work or materials from the job site, the Contractor shall bear all other costs of bringing the affected Work into compliance with the Contract requirements. This includes costs of any required additional testing and inspection services, Consultant's services and any resulting damages to other property or to work of other Contractors or of the Owner.
3. If the Contractor fails to correct non conforming Work within a reasonable time, the Owner may take necessary actions to make the necessary corrections. If the Owner makes required corrections for non conforming Work or materials after Payment to the Contractor the Owner shall be entitled to recover all amounts for such corrections including costs and attorney's fees from Contractor or surety.

ARTICLE 13 – TERMINATION OF CONTRACT FOR CONVENIENCE OF OWNER

The Owner, by written notice to the Contractor, may terminate this Contract in whole or in part when it is in the interest of the Owner, in the sole discretion of the Owner. In such case, the Contractor shall be paid for all Work in place and a reasonable allowance for profit and overhead on Work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the Work as yet not completed. The Contractor shall not be entitled to profit and overhead on Work not performed

ARTICLE 14 – OWNER’S RIGHT TO STOP WORK

If the Contractor fails to correct defective Work as required, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written notice, may order the Contractor to stop the Work or any portion of the Work, until the cause for the order has been eliminated to the satisfaction of the Owner. The Owner may stop Work without written notice for 24 hours whenever in its professional opinion such action is necessary or advisable to insure conformity with the Contract Documents. The Contractor shall not be entitled to an adjustment in the Contract Time or Amount under this clause since such stoppages are considered to be the fault of the Contractor. The right of the Owner to stop Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or others.

ARTICLE 15 – TERMINATION OF CONTRACT FOR DEFAULT ACTION OF CONTRACTOR

1. In addition to its rights under ARTICLE’s 13 and 14, the Owner may terminate the contract upon the occurrence of any one or more of the following events:
 - A. If the Contractor refuses or fails to prosecute the Work (or any separable part) with such diligence as will insure its completion within the agreed upon time; or if the Contractor fails to complete the Work within such time;
 - B. If the Contractor is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 10 days of receipt of a request for assurance from the Owner;
 - C. If the Contractor repeatedly fails to supply sufficient skilled Workmen or suitable materials or equipment;
 - D. If the Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers at any tier, or for labor, materials or equipment;

- E. If the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction;
 - F. If the Contractor disregards the authority of the Owner;
 - G. If the Contractor performs Work which deviates from the Contract Documents, and neglects or refuses to correct rejected Work; or
 - H. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents.
2. Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the Contractor and its Surety three days notice by issuing a written Declaration of Default. The Owner shall have the sole discretion to permit the Contractor to remedy the cause for the contemplated termination without waiving the Owner's right to terminate the contract.
3. In the event that the Contract is terminated, the Owner may demand that the contractor's Surety take over and complete the Work on the Contract. The Owner may require that in so doing, the Contractor's Surety not utilize the Contractor in performing the Work. Upon the failure or refusal of the Contractor's Surety to take over and begin completion of the Work within twenty days after the demand, the Owner may take over the Work and prosecute it to completion as provided below.
- A. In the event that the Contract is terminated and the Contractor's Surety fails or refuses to complete the Work, the Owner may take over the Work and prosecute it to completion in accordance with the laws of the Commonwealth, by contract or otherwise, and may exclude the Contractor from the site. The Owner may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor, without liability to the Contractor. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site or for which the Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
 - B. If the unpaid balance of the Contract Price exceeds the direct and indirect costs and expenses of completing the Work including compensation for additional professional and Consultant services, such excess shall be used to pay the Contractor for the cost of the Work it performed and a reasonable allowance for overhead and profit. If such costs exceed the unpaid balance, the Contractor or the Contractor's Surety shall pay the difference to the Owner. In exercising the Owner's right to prosecute the completion of the Work, the Owner shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the Owner shall not be required to obtain the lowest figure for Work performed in completing the Contract. In the event that the Owner takes bids for remedial Work or completion of the Project, the Contractor shall not be eligible for the award of such Contract.
 - C. The Contractor shall be liable for any damage to the Owner resulting from the termination or the Contractor's refusal or failure to complete the Work, and for all costs necessary for repair and completion of the Project above the amount of the Contract. The Contractor shall be liable for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.
 - D. If liquidated damages are provided in the Contract and the Owner terminates the Contract, the Contractor shall be liable for such liquidated damages until final completion of the Work is achieved.

- E. In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the Contractor. The rights and remedies of the Owner under this ARTICLE are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the Owner will not release the Contractor from liability.
- F. In the event the Contract is terminated under this Article, and it is determined for any reason that the Contractor was not in default under the provisions of this ARTICLE, the termination shall be deemed a Termination for Convenience of the Owner pursuant to ARTICLE 13 and the rights and obligations of the parties shall be determined in accordance with ARTICLE 13.

ARTICLE 16 – SUSPENSION OF WORK

The Owner may, at any time and without cause, order the Contractor in writing or cause the Contractor to suspend, delay or interrupt all or any part of the Work for such period of time as the Owner may determine to be appropriate for its convenience.

ARTICLE 17 – PAYMENT TO THE CONTRACTOR

1. Payments on account of this Contract shall be made monthly as is scheduled and completed. The Contractor shall submit to the University Representative, in the manner and form prescribed, an invoice for each month's completed work no later than the 5th day of the following month the work was performed, and, if required, receipts or other vouchers showing payments made for materials and labor, including payments to Subcontractors.
2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor and the Contractor warrants and guarantees that the title to all materials, equipment and Work covered by the paid partial payment shall become the sole property of Owner free and clear of all encumbrances. Nothing in this Article shall be construed as relieving Contractor from the sole responsibility for care and protection of materials, equipment and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of Owner to require fulfillment of all terms of the Contract Documents.
3. Payments Withheld - The Owner may withhold any payment in whole or in part or back charge the Contractor to such extent as it may deem advisable to protect the Owner on account of:
 - A. Defective Work not remedied;
 - B. Failure of the Contractor to make payment properly to Subcontractors for material or labor;
 - C. Claims filed or reasonable evidence indicating probable filing of claims by Subcontractors, laborers, suppliers, or others;
 - D. The Contractor's failure to perform any of its contractual obligations, default under Contract Documents, or failure to maintain the agreed upon time schedule; or
 - E. Failure to present invoices in the prescribed form. When the Owner is satisfied that the Contractor has remedied any such deficiency, payment of the amount withheld will be paid.

ARTICLE 18 – CONTRACTOR'S PAYMENT TO SUBCONTRACTOR

1. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner the amount to which said Subcontractor is entitled. The Contractor shall, by an appropriate Agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors, vendors and suppliers in similar manner.
2. The Owner may, on request, furnish to any Subcontractor information regarding the percentages of completion applied for by the Contractor and the action thereon by the Owner.

3. The Owner shall not have any obligation to make payment to any Subcontractor, Vendor or supplier except as may otherwise be required by law.

ARTICLE 19 – USE OF COMPLETED PORTIONS

Upon mutual Agreement between the Owner and Contractor, the Owner may use a completed portion of the Project after an inspection is made. Such possession and use shall not be deemed as acceptance of any Work not completed in accordance with the Contract Documents nor shall such possession and use be considered to alter warranty obligations.

ARTICLE 20 – INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, provided that any such claim, loss, damage or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner would otherwise have.
2. In any and all claims against the Owner, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee acts.
3. The obligations of the Contractor under this Article shall not extend to the liability of the Owner, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 21 – INSURANCE

1. The Contractor shall furnish the Owner the Certificates of Insurance or other acceptable evidence that insurance is effective, and guarantee the maintenance of such coverage during the term of the Contract. Each policy of insurance, except Workers Compensation, shall name Northern Kentucky University and the directors, officers, trustees and employees of the University as additional insureds on a primary and non-contributory basis as their interest appears. Waiver of subrogation in favor of the University of Kentucky shall apply to all policies.
2. The Contractor shall not commence, nor allow any Subcontractor to commence Work under this Contract, until the Owner has reviewed the certificates and approved coverages and limits as satisfying the requirements of the bidding process.
3. Worker's Compensation and Employers' Liability Insurance

The Contractor shall acquire and maintain Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability for all employees who will be working at the Project site. In the event any Work is sublet, the Contractor shall require any Subcontractor to provide proof of this insurance for the Subcontractors' employees, unless such employees

are covered by insurance provided by the Contractor.

4. Public Liability Insurance

The Contractor shall acquire and maintain a Broad Form Comprehensive General Liability (CGL) Insurance Policy including premises - operations, products/completed operations, blanket contractual, broad form property damage, real property fire legal liability and personal injury liability coverage. The Insurance Policy must be on an "occurrence" form only, unless approved by the Owner. Contractual liability must be endorsed to include defense costs. Products and completed operations insurance must be carried for two years following completion of the Work.

A. The limits of liability shall not be less than \$500,000 each occurrence combined single limits for bodily injury and property damage. If split limits are used, they shall not be less than \$500,000 for each person and each occurrence for bodily injury and \$250,000 for each occurrence for property damage.

B. The Contractor shall either:

- 1) Require each Subcontractor to procure and maintain insurance of the type and limits stated during the terms of the Contract, or,
- 2) insure the activities of such Subcontractors under a blanket form as shown above.

5. Comprehensive Automobile Liability Insurance

The Contractor shall show proof and guarantee the maintenance of 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 combined single limits for bodily injury and property damage for each occurrence. As an alternative, split limits of not less than \$500,000 for bodily injury and \$100,000 for property damage for each occurrence shall be maintained.

6. Excess Liability Insurance

The Contractor shall acquire and maintain a policy of excess liability insurance in an umbrella form for excess coverages over the required primary policies of broad form comprehensive general liability insurance, comprehensive automobile liability insurance and employers' liability insurance. This policy shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each occurrence in excess of the applicable limits in the primary policies. The excess liability policy shall not contain an absolute pollution exclusion and shall include coverages for pollution that may occur due to hostile fires and vehicle upset and overturn. The limits shall be increased as appropriate to cover any anticipated special exposures.

ARTICLE 22 – PERFORMANCE AND PAYMENT BONDS

1. The Contractor shall furnish a Performance Bond in the form provided in the Contract Documents in the full amount of the Contract Amount as security for the faithful performance of the Contract. The Contractor shall also furnish a Payment Bond in the form provided in the Contract Documents in the full amount of the Contract Amount for the protection of all persons performing labor or furnishing materials, equipment or supplies for the Contractor or its Subcontractors for the performance of the Work provided for in the Contract, including security for payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law. The Performance and Payment Bonds shall be executed by the Contractor and a surety company authorized to conduct business in this Commonwealth.

2. Unless the Project is exempt from the prevailing wage requirements of KRS 337.505 through 337.550, the Contractor's bonds shall include a provision to guarantee the faithful performance and payment of the prevailing hourly wage as set forth in the schedule incorporated in the bid documents.

ARTICLE 23 – DAMAGED FACILITIES

1. The Contractor shall repair or replace, at no expense to the Owner, any damaged section of existing buildings, paving, landscaping, streets, drives, utilities, etc. caused by Work performed under the Contract or incidental thereto, whether by the Contractor's own forces, Subcontractors or by material suppliers. Such repair or replacement shall be performed by craftsmen skilled and experienced in the trade or craft for the original Work.
2. Water damage to the interior of any building, whether a new or existing building, shall be repaired and any materials damaged inside the building, including personal property, shall be repaired or replaced at the full replacement cost.
3. For existing buildings, the Contractor, along with the Owner's Representative and Owner, will tour the Project site to evaluate existing conditions and determine any existing damage before any Work on this Contract is done.
4. Should the Contractor fail to proceed with appropriate repairs in an expedient manner, the Owner reserves the right to have the Work/repairs completed and deduct the cost of such Work/repairs from amounts due or to become due to the Contractor. If the Owner deems it not expedient to repair the damaged Work, or if repairs are not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

ARTICLE 24 – DISPUTE RESOLUTION

1. All claims shall be made in writing to the Owner, not more than ten days from the occurrence of the event which gives rise to the claim or dispute, or not more than ten days from the date that the Contractor knew or should have known of the claim or dispute. Unless the claim is made in accordance with these requirements, it shall be waived.
2. The Contractor shall continue to diligently pursue Work under the Contract pending resolution of any dispute.

ARTICLE 25 - CLAIMS FOR DAMAGE

1. Should either party to the Contract suffer damage because of wrongful act or neglect of the other party, or of anyone employed by them, or others for whose act they are legally liable, or other controversy arising under the Contract, such claim or controversy shall be made in writing to the other party within 30 days after the first occurrence of the event. Prior to the institution of any action in court, the claim or controversy (together with supporting data) shall be presented in writing to the Vice President for Finance and Administration for Northern Kentucky University. The Vice President is authorized, subject to any limitations or conditions imposed by regulations, to settle, comprise, pay, or otherwise adjust the claim or controversy with the Contractor. The Vice President, or designee, shall promptly issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished to the Contractor. The decision rendered shall be final and conclusive unless the Contractor files suit pursuant to KRS 45A.245. If the Vice President does not issue a written decision within one hundred and twenty (120) days after written request for a final decision, or within a longer period as may be established by the parties to the Contract in writing, then the Contractor may proceed as if an adverse decision had been received.
2. Any legal action on the Contract shall be brought in the Campbell County Circuit Court and shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity,

shall be preserved to the Owner. The Owner shall recover from the Contractor all attorney's fees, costs and expenses incurred if the Owner prevails in the litigation of disputes under the Contract. The Contractor shall be liable to the Owner for all attorney's fees, costs and expenses incurred by the Owner to enforce the provisions of the Contract.

ARTICLE 26 – LIENS

1. The filing and perfection of liens for labor, materials, supplies, and rental equipment supplied on the Work are governed by KRS 376.195 et seq.
2. Statements of lien shall be filed with the Campbell County Clerk and any action to enforce the same must be instituted in the Campbell County Circuit Court, pursuant to KRS 376.250 (2).
3. The lien shall attach only to any unpaid balance due the Contractor for the improvement from the time a copy of statement of lien, attested by the Campbell County Clerk, is delivered to the Owner, pursuant to the provisions of KRS 376.240.

ARTICLE 27 – ASSIGNMENT

Neither party to the Contract shall assign the Contract, or any portion thereof without the written consent of the other. The Contractor shall not assign any amount or part of the Contract or any of the funds to be received under the Contract unless the Contractor has the prior written approval of the Owner and the Surety on the Contractor's bond has given written consent to any such assignment.

ARTICLE 28 – SEPARATE CONTRACTS

1. The Owner reserves the right to enter into other Contracts in connection with the Project or to perform any work with the Owner's forces. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs in such manner as the Owner may direct.
2. Upon request of the Contractor, the Owner will provide the Contractor a copy of all available plans, specifications, and other data relating to other contracts or work related to this Work. The Contractor shall examine these documents and shall promptly notify the Owner of any work conflicting with Work to be performed by the Contractor.
3. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner, the Contractor shall have no claim or cause of action against the Owner for such damage and hereby waives such claim. The Contractor does not waive any claim or cause of action against the other contractor to recover any and all damages sustained by reason of the acts or omissions of such separate contractor. The phrase "acts or omissions" as used in this Article shall be defined to include, but not limited to, any unreasonable delay on the part of any such separate contractor.
4. Should the Contractor cause damage to any separate contractor on the Work, and the separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Contractor shall be responsible for all costs, fees and expenses incurred by the Owner for defending such proceedings and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall pay all costs, fees and expenses incurred by the Owner.
5. If any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall promptly report to the Owner any observed defects in such work that render it unsuitable for proper execution connection. The failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the work, except as to defects which may develop in the other contractor's work after the execution of the work.

6. Whenever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various parties involved shall be established by the Owner to secure the completion of the various portions of the Work in general harmony.

ARTICLE 29 – CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

1. The Contractor is fully responsible to the Owner for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them. The Contractor is responsible for the acts and omissions of persons employed directly by the Contractor and for the coordination of the Work, including placement and fittings of the various component parts. No claims for extra costs as a result of the failure to coordinate the Work, or by acts or omissions of the various Subcontractors will be paid by the Owner.
2. The Contractor agrees to bind every Subcontractor by the terms and conditions of the Contract Documents as far as applicable to their portion of the Work. Upon request, the Contractor shall provide copies of any subcontracts and purchase orders to the Owner.
3. The Contractor shall make no substitution or change in any Subcontractor listed and accepted by Owner except as approved in writing by the Owner. The Contractor shall not employ any Subcontractor or supplier against whom the Owner has made reasonable and timely objection.
4. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor. The Contractor is hereby notified that it is the Contractor's contractual obligation to settle disputes between Subcontractors. Neither the Owner nor the Owner will settle disputes between the Contractor and the Subcontractors or suppliers or between Subcontractors or suppliers.

ARTICLE 30 – CLEAN UP

The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by the operations in connection with the Work. At the completion of the Work, and prior to final inspection and acceptance, the Contractor shall remove all remaining waste materials, rubbish, Contractor's construction equipment, tools, machinery, and surplus materials and shall leave the Work in a clean and usable condition, satisfactory to the Owner. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may perform the cleaning tasks and charge the cost to the Contractor.

ARTICLE 31 – SUBSTITUTION – MATERIALS AND EQUIPMENT

1. Specific references in the Contract Documents to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be interpreted as establishing a minimum standard of quality, and shall not be construed as limiting competition.
2. Substitution of equipment and materials previously submitted by the Contractor and approved by the Owner will be considered only for the following reasons:
 - A. Unavailability of the materials or equipment due to conditions beyond the control of the supplier.
 - B. Inability of the supplier to meet Contract Schedule.
 - C. Technical noncompliance to specifications.
3. Substitution of other equipment and materials named in the specifications will be allowed provided the proposed substitution will perform the functions called for by the general design, be similar and of equal quality to that specified and be suited to the same use and capable of performing the same function of that specified. The Contractor has burden to prove equality of any substitution requested.

4. Inclusion of a certain make or type of materials or equipment in the Contractor's bid proposal shall not obligate the Owner to accept such materials or equipment if they do not meet the requirements of the plans and specifications.

ARTICLE 32 – TEST AND INSPECTION

1. Regulatory agencies of the government having jurisdiction may require any Work to be inspected, tested or approved. The Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Owner the required certificates of inspection, testing or approval.
2. The Contractor shall give the Owner timely notice of readiness of the Work for all inspections, tests or approvals.
3. The technical specifications may indicate specific testing requirements to be performed by the Contractor. The cost of all such testing shall be the responsibility of the Contractor.
4. The costs of all inspection fees as may be required to construct and occupy the Work shall be the responsibility of the Contractor.

ARTICLE 33 – WARRANTY

1. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Where there is an approved substitution of material or equipment, the Contractor warrants that such installation, construction, material, or equipment will equally perform the function for which the original material or equipment was specified. The Contractor explicitly warrants the merchantability, the fitness for a particular purpose, and quality of all substituted items in addition to any to any warranty given by the manufacturer and/or supplier.
2. Neither payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its Sureties of liability with respect to any warranties or responsibilities for faulty materials and workmanship. The Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. The Contractor shall be liable for correction of all damage resulting from defective Work. If the Contractor fails to remedy any defects or damage, the Owner may correct Work or repair damages and the cost and expense incurred in such event shall be paid by or be recoverable from the Contractor or the surety. The Owner will give notice of observed defects with reasonable promptness.
3. The Contractor shall guarantee that labor, material, and equipment will be free of defects for a period of one (1) year from the date shown on the Certificate of Substantial Completion unless special conditions or additional warranty periods are required by the contract. The Owner will give notice of observed defects with reasonable promptness. Expendable items and wear from ordinary use are excluded from this warranty.
4. All costs, attorney's fees and expenses incurred by the Owner as a result of the Contractor's failure to honor any warranty for the Work shall be paid by or recoverable from the Contractor.

ARTICLE 34 – GOVERNING LAW

This Contract shall be governed by the laws of the Commonwealth of Kentucky.

ARTICLE 35 – NONDISCRIMINATION IN EMPLOYMENT

1. During the performance of the Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disability in employment. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disability in employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin or disability in employment.
 - C. The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
2. Failure to comply with the above nondiscrimination clause constitutes a material breach of Contract.

ARTICLE 36 – IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bid, the Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, or any subsequent laws and regulations.

ARTICLE 37 – MODIFICATION

This IFB constitutes the entire agreement between the parties. Any statements, promises or inducements made by either party, which are not contained in these documents are neither valid nor binding.

No claim for extra work done or materials furnished by the Contractor other than that stated herein, shall be allowed by the University unless it is ordered by the University in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the Contractor's risk, cost and expense. The Contractor further agrees that unless a written order is received, it will make no claim for liability or compensation for work or materials so furnished.

End of General Terms and Conditions

**NORTHERN KENTUCKY UNIVERSITY
CABLING SERVICES, NETWORK AND TELECOMM
INVITATION FOR BID, NS-02-10
SPECIFICATIONS**

Data/Voice Cabling Price Contract

PURPOSE:

Northern Kentucky University seeks bids for the following:

1. Per outlet pricing on data outlet moves, adds, changes and repairs
2. Per outlet pricing on telephone outlet moves, adds, changes and repairs

The University intends to select a vendor to do (Berk-Tek/Ortronics) certified system cabling and non-certified cabling to provide moves, adds, changes and repairs for both voice and data.

The University Campus buildings contain a (Berk-Tek/Ortronics) structured cabling system for voice and data and will continue using the (Berk-Tek/Ortronics) system throughout all buildings for new installations.

BACKGROUND:

The University's existing data and telephone system cabling is not vendor specific, but most recent data outlets have been installed using Ortronics components and specifications.

The campus has 150 communication closets, with more than 13,000 data and voice outlets. More than 99% of the data outlets on campus are Category 5e.

The NEC NEAX 2400 IMS switch has approximately 3000 programmed extensions. The phone wiring is a combination of Category 3 and Category 5e cabling. The current standard in place is to use 110 Cat 5e wiring blocks for terminations.

Most existing outlets use separate cable paths and wall boxes for voice and data. Current practice during renovation projects is to share conduit and wall boxes.

VENDOR REQUIREMENTS:

Contractor Qualifications:

The contractor's office from where the technicians will be based must be located within a 50-mile radius of NKU and NKU must be served from that office. During peak times, based on academic calendar, one or more qualified technicians must be available to cover increased workload. The contractor is required to respond to all emergency outages within two hours.

Data and Voice Contractor Qualifications:

The contractor is required to have a Registered Communications Distribution Designer (RCDD) and a minimum of two Building Industry Consulting Service International (BICSI) certified installers on staff. The contractor must be certified to install and maintain (Berk-Tek/Ortronics) structured cabling systems. In addition, the contractor must be certified by the manufacturer on design, installation and testing of the products to be supplied. In addition, the technician must have a minimum of two years of prior experience with telecommunication technology.

Project work:

Cabling systems other than data and voice systems to be considered are speaker systems, coaxial cable systems, video monitoring systems and all control cabling systems used in conjunction with Smart classroom technologies. These systems and all major renovation projects and new construction projects are subject to individual bids and are awarded per bid specifications.

INSTALLATION:

Certified (Warranted) System Installs:

Installation shall be done in compliance with (Berk-Tek/Ortronics) design and installation guidelines. The end-to-end system warranty must guarantee the electrical performance of the installed solution to meet or exceed the requirements per the EIA/TIA standards. The 25 year extended product warranty shall ensure against product defects for all cabling components.

Non-Certified System Installs:

The wiring shall use the same components as the certified system to whatever extent practical (i.e. from the wall outlet to the patch panel).

All System Installs:

“J” hooks, cable trays or conduit must be used. It is completely unacceptable to lay cables on the ceiling tiles, attach them to the ceiling grid, or to attach them to some other structure within the ceiling such as the sprinkler system. If conduit or cable trays are unavailable, cable bundles shall be supported with “J” hooks that must be attached to the building structure. The “J” hooks shall be no more than 2 meters apart and should allow for future growth.

All fire and building codes must be observed, such as use of plenum wire in all return air areas and fire stopping between floors and fire rated walls. When creating openings for a cable path, fire retardant sealing material shall be used to plug the unused portion of the opening. Consult the local fire codes to determine which is needed for each particular application.

The contractor is to refer to the “IT Wiring Standards” for all cabling installations. (See Appendix “A”)

Additional Installations:

Besides the running of cabling the vendor will assist NKU staff with the hanging of wireless devices, chasing dial tone between the phone switch and end device, assigning extensions and mounting network equipment.

Materials:

A list of standard materials is defined in the “IT Wiring Standards “

At the contractor’s request the University will provide a small amount of space for storage of materials, but NKU is not and will not be responsible for any loss or theft of property from that area.

Color and Style:

Wherever possible, modular data and phone outlets in shared wall boxes shall be used. In all cases faceplate colors (normally beige) and location of outlets will be as directed by the University’s office of Architecture and Construction Services, and communicated by the Office of Information Technology liaison to the vendor. Cable color shall be white for phone wiring and blue for data cables.

Labeling:

Hand-written labels are not acceptable. All labels shall be machine printed on clear or opaque tape, stenciled onto adhesive labels, or type written onto adhesive labels. The font shall be at least one-eighth inch (1/8") in height, block characters, and legible. The text shall be of a color contrasting with the label such that it may be

easily read. If labeling tape is utilized, the width of the tape shall not exceed 3/8", and the font color shall contrast with the background. Patch panels shall exhibit cable numbers, in sequential order, for all workstations served by the MDF or IDF. Each data outlet shall be labeled (machine labels only) with the following numbering system: room number-wall plate number-cable number. For example, if there were two cables run into the same outlet in room 519, they would be labeled 519-1-1 and 519-1-2. If two new outlets were then added on a different wall, they would be labeled 519-2-1 and 519-2-2. The room number shall be the actual room number, not necessarily the same as the room number shown on the drawings. Each workstation cable shall be machine labeled as well, at each end of the cable.

Voice cables shall also have the same machine printed labels as described for data ports; however the labeling shall be of the form 519-A-1 for the first outlet. If another voice line were added, 519-A-2 would be used. The only exception to this is that the existing 66 wiring blocks don't contain space for labels. Therefore, the cable itself should be labeled and the numbering shall be written legibly on the 66 block with a black felt-tip (sharpie-type) marker. Please refer to the "IT Wiring Standards" document.

Technician Assignment:

One verified technician shall be assigned to the University's account as the primary installer. At least one certified backup technician shall be trained and current with NKU systems, as part of the contractor's responsibility to cover for vacations and possible unavailability of the primary installer.

Campus Renovations:

Outlet moves will sometimes consist of renovations on campus where the cables are removed from the walls and hung temporarily on the ceiling. Once the wall structure is in place, the cables would be re-run to the new outlets for the renovated area. In some cases new outlets must be run and some old outlets must be removed because the cables are not long enough. Northern Kentucky University will have the option to bid construction renovation and construction projects in a separate RFP process.

Coordination:

Contractor must coordinate the installations with the University's authorized agent to ensure they are the least disruptive to the campus as possible. The contractor is also required to work with other contractors or installers who may be involved in a construction area to achieve a high quality project in a timely fashion.

Site Conditions:

Unless project conditions prevent it, outlets must be installed in the locations specified. Approval of changes must be obtained from the University's authorized agent.

Technicians must ensure that the wiring closets are kept clean of wiring and debris.

Testing:

Testing of all copper wiring shall be performed prior to usage. 100 percent of the horizontal wiring pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. Voice and data horizontal wiring pairs shall be tested from the information outlet to the closet. Category 5, Category 5e and Category 6 cable runs shall be tested for conformance to the specifications of EIA/TIA 568A. Testing shall be done with an EIA/TIA TSB-67 UL Certified Level 2 test set. Test shall include length, mutual capacitance, characteristic impedance, attenuation, and near-end and far end cross-talk. The contractor, at no charge, shall bring any pairs not meeting the requirements of the standard into compliance.

Meetings:

Contractor is required to schedule, at a minimum, monthly meeting with the University's authorized agent and billing coordinator to cover billing statements and communicate progress on projects and timelines.

End Cabling Specifications

**APPENDIX A
IT WIRING STANDARDS**

**Technology Infrastructure, Category 6 Augmented Cabling Standard
Rev.1, 4-2-09**

1.0 GENERAL

1.0.A

Northern Kentucky University follows all current ANSI/TIA/EIA 568, 569, 570, 607 and 758 standards, National Electrical Code, National Electrical Safety Code, and all local jurisdiction codes.

1.1 STANDARDS

1.1.A.

Building structured cabling systems shall meet Northern Kentucky University's (NKU) Office of Information Technology cabling conventions to include adherence to the most currently available BICSI Building Industry Consulting Service International TDM Telecommunications Distribution Methods Manual, TIA/EIA Telecommunications Building cabling Standards, NFPA National Electrical Code manuals (ANSI/TIA/EIA) and also meet NetClear GT 25 year warranty standards. This includes addendums to TIA standards such as 568-B.2 addendums 1, 2, 3, and 4. Contractors shall be fully acquainted with the above referenced standards and be fully qualified, as outlined in the NKU Technology Infrastructure contractor qualifications. Contractors shall have demonstrated qualifications to install and test a 10-Gigabit intra/inter-building backbone. All station and riser cabling shall be tested and certified by the contractor to support 10-Gigabit technology. Additionally, the contractor will be required to meet NKU conventions and standards. The following specified Technology Infrastructure Cabling Standards are to be used as a minimum required guide.

1.2 COMMUNICATION CABLING SYSTEM CONTRACTOR QUALIFICATIONS

1.2.A.

The NKU Office of Information Technology requires that only qualified and experienced Communication cabling system contractors perform project management and installation services in the construction or remodel of University buildings. Pursuant to this, NKU's Office of Information Technology wants to ensure that successful contractors have the capabilities, qualifications, financial stability, resources, equipment, and experience to complete communication cabling system installations using common industry practices (i.e. Current BICSI TDM, ANSI/TIA/EIA 568, 569, 570, 607 and 758 standards, National Electrical Code, National Electrical Safety Code, and all local jurisdiction codes, etc.), while meeting all NKU Office of Information Technology guidelines.

1.2.B.

Contractor (prime and any subs) must meet the requirement of having continuously performed communication cabling system installation work for a period of at least the last **five** years. Contractor must provide information, customer references, and documentation supporting this requirement. Contractor shall provide at least 2

references for prior installations of local NetClear installs, one within the last 6 months and one from at least 2 years ago.

1.2.C.

Communication cabling system contractor, at all times during performance and until work is completed and accepted, shall have on the premises a competent supervisor, satisfactory to NKU's Office of Information Technology and with authority to act for the Communication cabling system contractor regarding work schedules and any changes to the scope of work. The supervisor must be a BICSI certified Technician and a BICSI member in good standing.

1.2.D.

Contractor and their installers must be a locally certified CIP (Certified Installer Plus level) integrator/installer, authorized by the manufacturer, of the warranted structured cabling system.

1.2.E.

Communication cabling system contractor must have a current BICSI certified RCDD (Registered Communication Distribution Designer) on staff as a full-time employee. A copy of the RCDD certificate and BICSI member number must be provided with bid documents.

1.2.F.

Communication cabling system contractor must provide at least one project manager or lead technician on a project who is a BICSI certified Technician and a BICSI member in good standing. A copy of their certificate and BICSI member number must be provided with bid documents.

1.2.G.

Communication cabling system contractor must be skilled and proficient in both inside cable plant (copper and fiber) design, installation, as well as outside cable plant (copper and fiber) design, installation, termination, splicing, and testing. Communication cabling system contractor must provide a list of equipment owned (i.e. fusion splicer, OTDR, excavation equipment, cable testers, etc.)

1.3 PROGRESS MEETINGS

1.3.A.

The contractor will be required to meet with and coordinate with, a representative of the NKU Office of Information Technology prior to work beginning, and weekly during the installation process. Weekly meetings will include a site inspection to ensure compliance with established standards. The successful electrical and Communication cabling system contractor will follow appropriate installation guidelines, as contained in the most currently available BICSI TDM, ANSI/TIA/EIA Wiring Standards, and NFPA National Electrical Code manuals. Additionally, contractor will work with NKU's Office of Information Technology to ensure proper placement, routing, labeling, and documentation of cable and support hardware.

1.4 DOCUMENTATION

1.4.A.

Prior to system acceptance, the contractor shall submit to the owner fully documented and scaled drawings of the entire fiber optic and copper distribution system. Documentation shall be provided in both a hard copy binder and a soft copy on CD capable of being viewed and edited in Visio Professional 2002. This will include building and floor layouts with workstation information outlet locations and labeling, TR (telecommunications Room), ICR (Intermediate Crossconnect Room) and MCR (Main Crossconnect Room), cable routes,

interconnect locations, intermediate and main distribution frame locations, riser locations, and all other information pertinent to the installation.

1.4.B.

The contractor will be responsible for accurately labeling and identifying all relevant components of the cabling system, including, but not limited to: Workstation outlet faceplate labeling; workstation cable labeling; patch panel and port labeling; Telecom block labeling; Riser cable labeling; backbone cable labeling at entrance to MCR or ICR; fiber optic patch panel labeling and strand labeling. The contractor will consult with NKU's Office of Information Technology representative in regards to labeling and identification. The labeling nomenclature is as follows:

All Voice and data cabling for the university will follow one simple labeling plan: room # - Jack# - Outlet #. Data, voice and projector ports will be distinguished in the second Integer where data ports will use a number, voice ports will use a letter, and the projector ports will use the letter P.

EXAMPLE: 208-1-1 = 's room # 208, data jack # 1, outlet # 1.

EXAMPLE: 549-A-1 = 's room 549, voice jack # 1, outlet # 1.

EXAMPLE: 128-3-3 = 's room # 128, data jack # 3 and outlet # 3 in that room.

EXAMPLE: 745-C-3 = 's room # 745, voice jack # 3 and outlet # 3 in that room.

EXAMPLE: 609-P-1 = 's room # 609, projector jack and outlet # 1 for projectors.

The jack colors below shall be installed for the intended service they will support:

White = Voice, Blue = Data, Orange = Video Conference, Black = Non NKU network service (i.e. follett, etc.)

Outlets will be numbered from the primary entrance into a room in a clockwise fashion, left to right. Numbering the wall outlets first, floor outlets second and the ceiling outlets last.

This simple nomenclature denotes three integers for all voice and data labeling where, the first integer is the room number, the second integer is either voice, data or projector jack (denoted by a number or letter) and the third integer is the outlet in the room.

Northern Kentucky University also requires that each individual cable be labeled at both ends with the same numbering plan explained above, per BICSI standards. All labels must be machine printed and permanent.

1.4.C

The contractor will be responsible to affix cable tags on all cables that are installed through the NKU manhole systems. These cable tags will be affixed to each cable in each manhole and clearly state the: To & From locations, pair counts, strand count, cable type and use. Examples:

AST>NC-12ST-MM-D = AST building to Norse Commons, 12 strand, multimode, data.

NCS>LA-400PR-CP-V = Natural Science Center to Landrum, 400 pair, Copper, Voice.

1.5 MATERIALS LIST

Items are not substitutable. Contractors should present quotes based on the following materials list:

1.5.A.

Workstation Outlet - New work:

Ortronics TracJack Single Gang/4-Port Wall Plate, PN: OR-40300546 fog white.

Ortronics Clarity 10G TracJack, 10 Gig, RJ45, T568A, Snap-In Module, PN OR-TJ610 fog white used for voice outlets

Ortronics Clarity 10G TracJack, 10 Gig, RJ45, T568A, Snap-In Module, PN OR-TJ610-36 blue used for data outlets

Ortronics Clarity 10G TracJack, 10 Gig, RJ45, T568A, Snap-In Module, PN OR-TJ610-42 orange used for video conferencing outlets

Ortronics Clarity 10G TracJack, 10 Gig, RJ45, T568A, Snap-In Module, PN OR-TJ610-00 black used for non-NKU networks services outlets

Ortronics TracJack, Blank Module, PN OR-42100002 fog white

Stuffer caps MUST be used with 10 gig install

Workstation Outlet - Renovation Work:

Wiremold WallSource Box Series – Specification sheet ED864R5

Wiremold WSB42-2 two gang box

Wiremold WSBO7-2A device mounting bracket

Wiremold DR20A-V duplex receptacle

Wiremold 5507D faceplate

1.5.A.1.

Patch Cordage – Copper:

Maximum length of Cat6a patch cords is 25 ft. As such, design and implementations shall consider same by ensuring outlet locations are no more than 25 ft from devices to be network connected.

Ortronics Clarity 10G Patch Cord, White PN: OR-MC610XX-YY, where “XX” equals length in feet, and YY denotes the color. Standard lengths are 3,5,7,9,15, 20 & 25 feet. Available colors are -00 Black, -02 Red, -03 Orange, -04 yellow, -05 Green, -06 Blue, -07 Violet, -08 gray and -09 white.

Ortronics Clarity Patch Cord, 25ft Green PN: OR-MC625-05

Ortronics Clarity Patch Cord, 50ft Blue PN: OR-SC6R50DB-06

Available colors 50 ft: -03,-05,-06,-09

Ortronics Clarity Patch Cord, 75ft Yellow PN: OR-SC6R75DB-04

Ortronics Clarity Patch Cord, 100ft Yellow PN: OR-SC6R100DB-04 (-09 also available)

Patch Cordage – Fiber:

Ortronics OptiMo LOMF (50/125) Fiber Optic Jumpers SC-ST PN: OR-626DF2LR-EFXXXM where “XXX” equals length in meters (i.e. 001 for 1 meter)

Ortronics OptiMo LOMF (50/125) Fiber Optic Jumpers ST-ST PN: OR-626DF2LR-EEXXXM where “XXX” equals length in meters (i.e. 001 for 1 meter)

Ortronics OptiMo LOMF (50/125) Fiber Optic Jumpers LC-LC PN: OR-626DF2LR-GGXXXM where “XXX” equals length in meters (i.e. 001 for 1 meter)

1.5.B.

Station Cable-

Berk-Tek, LANmark-10G2, Augmented Category 6, 4 twisted pair, 24 AWG, CMP Plenum, Blue Station Wire for DATA, PN: 10130484

Berk-Tek, LANmark-10G2, Augmented Category 6, 4 twisted pair, 24 AWG, CMP Plenum, White Station Wire for Voice, PN: 10137384

1.5.C.

Riser Cable-

Berk-Tek Power Sum, Category 3, 25 twisted pair, 24 AWG, PVC, CMR non-plenum Riser Cable. Copper cable, PN: 10032396.

Berk-Tek Power Sum, Category 3, 25 twisted pair, 24 AWG, PVC, CMP plenum, Riser Cable Copper cable, PN: 10032111.

Berk-Tek Armored Fiber Optic cable, (12) strand count, 50/125 laser-optimized 10-Gig multi-mode

Indoor Only Installations will utilize Berk Tek's Premise Distribution Plenum

Part number PDP012LB3010/75

Installations that will be outdoor or indoor/outdoor will utilize Berk Tek's Adventum Loose Tube Indoor/Outdoor Plenum fiber

Part number LTPK012LB3010/75

Any variations from 12 strand (6,24,48) will utilize the same type of jacket and 50/125 laser optimized 10-Gig multi-mode glass w/ just a change in the strand count.

Default fiber type is 50/125 laser optimized 10-Gig multi-mode only.

1.5.D. TR/ICR/MCR Data station cable termination and equipment:

By default, all data cabling media shall be terminated in equipment racks

Ortronics Clarity 10G, T568A Wired, Category 6 Augmented, 48-Port Patch Panel, PN: OR-PHD610U48

Ortronics Clarity 10G, T568A Wired, Category 6 Augmented, 24-Port Patch Panel, PN: OR-PHD610U24
Stuffer caps MUST be used with 10 gig install

Ortronics Mighty Mo 6 7ft Cable Management Rack w/16.25in deep channels, PN: OR-MM6716

Ortronics Mighty Mo Wall-Mount Cable Management Cabinet, PN or-40500131

Ortronics Wall-Mount Relay Rack, PN: OR-604045450

Wire Management as specified in section 1.5.H.

1.5.E.

TR/ICR/MCR Voice station cable & Voice riser cable termination and equipment:

By default, all voice cabling media shall be terminated on wall mounted backboards.

Ortronics category 6 96-pair 110 IDC type punch down blocks with mounting legs, PN: OR-110ABC6100

1.5.F.

TR/ICR/MCR, Fiber Optic entrance cable, Copper entrance cable termination and equipment:

Indoor Only Installations will utilize Berk Tek's Armored Premise Distribution Plenum

Part number PDP012LB3010/75

Installations that will be outdoor or indoor/outdoor will utilize Berk Tek's Adventum Armored Loose Tube Indoor/Outdoor fiber

Part number LTPK012LB3010/75

Ortronics Fiber Distribution Center termination cabinet Holds 12 adapter panels, 4 rack units, PN: OR-FC04U-P.

Ortronics Fiber Distribution Center termination cabinet Holds 6 adapter panels 2 rack units, PN: OR-FC02U-P.

Ortronics multi-mode SC connector 6 strand pre-loaded panel, PN: OR-OFP-STS06NB

Ortronics multi-mode SC connector 12 strand (6 duplex) pre-loaded panel, PN: OR-OFP-SCD12LC

Ortronics multi-mode LC connector 12 strand (6 duplex) pre-loaded panel, PN: OR-OFP-LCD12LC

Multi-Mode Fiber Connectors shall be Corning Unicam SC or LC

Part number:

SC individual – 95-050-40

LC individual – 95-050-99-X

Corning Fan Out Kit PN: FAN BT25-6 or -12

24AWG, PE-89 Type REA, direct bury cable with foam skin/filled core, gopher proof sheath, polyethylene jacket, outside plant copper cable – numerous manufacturers.

Circa BET Building Entrance terminal – (110 type) 100 pair increments, PN: 1880ECA1-100 or equivalent.

Circa 5 pin plug in protector units, Digital/Solid State, PN: 4B1FS-240 or equivalent.

1.5.G.

Grounding and Bonding:

For TMGB PN: GB4X12TMGB

For TGB PN: GB2X12TGB

1.5.H.

Wire management:

Ortronics Mighty Mo 6 Vertical Cable Management Cage w/Door, 6" X 8" X 7', PN:

OR-MM6VMD706

Ortronics Mighty Mo 6 Vertical Cable Management Cage w/Door, 10" X 13" X 7',

PN: OR-MM6VMD710

Other:

Underground duct application: MaxCell, 3 inch, 3 cell, inner duct PN: MXC3456XX5001 (last four characters vary based on needed length).

Indoor application: FEP orange Eastern corrugated inner duct, PN: PDPU1000 or equivalent (plenum rated as required by code).

Ortronics Tubular Runway 12"W Black, PN: OR-TRT10-12B

Ortronics Cable Runway to rack mounting brackets PN: OR-MM6CRB16

Ortronics overhead cable pathway rack kit PN: OR-60401001OR

Ortronics overhead runway cable drop out PN: TRP11-CM

Ortronics Transition Pan for 12" runway, PN: OR-TRP11-CM

Panduit Hook & Loop Cable Ties-continuous roll, PN: HLS15R0 or Hls75R0

Cable Tray (basket style) shall be Cablofil

2.0 CABLE PLANT

2.1 TELECOMMUNICATIONS ROOM REQUIREMENTS

2.1.A.

Each TR/ICR/MCR shall be a (stand-alone wiring room) located such that no single UTP (Unshielded Twisted Pair) horizontal cable run shall exceed **90 meters** in total length including service loops. MCRs must be located on the lowest floor of the building. Every floor must have a TR, ICR, or MCR to serve outlets on that same floor. All such rooms must be vertically stacked. Telecommunication Rooms shall not be co-located in custodial, mechanical or other shared space where damage to critical electronics may occur. Each room shall be sized according to use, and meet the below listed criteria. Coordinate with a representative of NKU's Office of

Information Technology prior to the installation of backboards, grounding systems, bonding systems, and electrical service.

Floor Size: MCR Rooms 10' x 12' minimum or ANSI/TIA/EIA 569 specification.

Floor Size: TR/ICR Rooms 8' x 10' minimum or ANSI/TIA/EIA 569 specification.

Floor Surface: Treated / sealed concrete.

Floor loading: 50 lbf/ft² minimum or as required by applicable codes.

Prefer no false / drop ceiling be installed. If drop ceiling must be installed, Ceiling Height: Minimum of 8.5 ft clear height above finished floor.

Door Size: 3' wide and 6.7' tall w/180 swing out.

Wall Lining (backboard): AC-grade 3/4" x 4' x 8' sheets plywood, with no voids, covered on all sides, with two coats flat black fire retardant paint, cut outs to allow access to any wall boxes for communications or power.

Lighting: Minimum 500 lux measured at 3' above finished floor throughout the room.

Overhead fluorescent light fixtures must be installed at minimum nine (9) feet above finished floor or at least two (2) feet away from copper cable pathways, rack tops, and overhead cable runways.

Power: Provide dedicated, isolated, non-switched, 4-way, 120Vac 20Amp, circuits, installed every four (4) feet around room walls. On the bay of data racks provide two (2) each 120Vac, 30 AMP, twist lock, four (4) way circuits.

Overhead runway: Provide overhead cable runway to ring the room and, at minimum, cross the room over data racks. Drop out devices (water falls) shall be installed at locations where cables drop down out of runway or horizontal conduit or sleeves.

Grounding and Bonding: Install a contiguous Intra-building grounding and bonding system in compliance with NEC Article 250 and TIA/EIA-607 using a minimum conductor size of 6 AWG to be located on each plywood backboard with Ground Bus Bar as directed.

Service slack: All Intra / Inter closet cables must have industry standard amount of service slack, at each end, within the wiring room.

Security: Unique telecom key compatible to the building M key.

Location: Room shall be located such that no single horizontal workstation cable shall exceed 90 meters in total length including service loops.

HVAC: Maintain constant temperature of 64 - 75 F with one air change per hour.

Fire Protection: As required by applicable codes.

Equipment Rack: 7' x 19" x 16.25 cable management rack (**see 1.5.D**) with wire management (**see 1.5.H**) shall be provided and installed as directed.

All other specifications of ANSI/TIA/EIA 569 apply.

2.1.B.

No copper communication cabling shall be run adjacent and parallel to power cabling. A minimum of 18" distance is required from any fluorescent lighting fixture or 6" from power lines up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMI or RFI, such as ballasts, generators, fans, motor control units, motors, etc.

2.1.C.

The TR/ICR/MCR shall be constructed using 110 wiring distribution systems for voice, Ortronics patch panels, equipment racks and distribution systems for fiber optics as specified in the materials list. Cable terminations, order of terminations, groupings, numbering plans and labeling shall be performed in accordance with NKU's Office of Information Technology conventions (per paragraph P.1.4.b.). See sections pertaining to Horizontal and Vertical Cable. Coordinate with a representative of the NKU Office of Information Technology prior to installation of TR/ICR/MCR distribution and termination hardware.

2.2 ENTRANCE FACILITIES

2.2.A

Outside plant facility requirements shall be coordinated with the NKU Office of Information Technology. A minimum of (4) 4" inside diameter schedule 40 PVC conduits shall be run from the MCR to the designated vault or tunnel system. One of the 4" conduits shall have installed (1) MaxCell, 3 inch, 3 cell, inner duct PN: MXC3456XX5001. See materials list. Conduits shall be buried a minimum of 24" from the surface on a foundation of 10" wet sand fill. Prefer to have a metallic locator ribbon shall be installed above and parallel to the conduits. There shall be a minimum horizontal separation of 24" from co-located buried electrical service. One pull string shall be installed in every conduit.

2.2.B.

Outside copper cable pair count shall be a minimum of 100 pair. (Building specific, to be determined in conjunction with building occupancy and purpose) Use only 24AWG, PE-89 Type REA, direct bury cable with foam skin/filled core, 8-mil aluminum shield, polyethylene jacket, where applicable. See material list. Copper cable shall be terminated in a minimum of (100) pair increments in its entirety for the count of the specific cable at the MCR in a Building Entrance Termination (BET) system.

2.2.C.

The other end of the copper cable shall be terminated in a minimum of (100) pair increments in its entirety at the MCR of its origin as determined by the NKU Office of Information Technology in a BET system. See materials list.

2.2.D.

Copper inter and intra connection cable facilities shall be tested and documented at 100ohm with maximum 0% failure allowed.

2.2.E.

Outside fiber optic cable strand count shall be determined by the NKU Office of Information Technology. Fiber optic cables shall be terminated in their entirety at the MCR in an Ortronics Fiber Patch Cabinet. See materials list in 1.5.F. Cable shall be manufactured by Berk-Tek. See materials list. Fiber optic fan-out and terminations shall be performed using fan out kits and SC style connectors.

2.2.F.

Fiber optic cable shall be terminated in its entirety at the TR/ICR/MCR of both its origin and final destination in an Ortronics Fiber Patch Cabinet. See materials list. Fiber optic fan-out and terminations shall be done using SC style connectors.

2.2.G.

Single Mode Fiber optic facilities shall be OTDR and bi-directional insertion loss tested and documented at 1310nm/1550nm with maximum 0% failure allowed. Max cable attenuation is .4/.3 for loose tube and .7/.7 for

tight buffer. Test results shall not exceed maximum attenuation allowed based on EIA/TIA loss calculation formulas. Test results must be provided to NKU in .pdf format.

2.2.H.

Grounding and Bonding shall conform to NEC Article 250 and ANSI/TIA/EIA-607 using a minimum conductor size of 6 AWG. See material list.

2.3 HORIZONTAL WORKSTATION CABLES AND POWER REQUIREMENTS PER LOCATION.

2.3.A

Single Occupant Office

Minimum 2, Duplex (Data & Voice) Outlets (1 each on opposing walls)
Duplex Power Outlet adjacent to each Data & Voice Outlet.

Shared Offices

Minimum 1, Duplex (Data & Voice) Outlet per Occupant
1 Duplex (Data & Voice) Outlet for Shared Printer and
Duplex Power Outlet adjacent to each Data & Voice Outlet.

Reception/Support Areas

Minimum 1, Duplex (Data & Voice) Outlet per Occupant
Minimum 1, Duplex (Data & Voice) Outlet for Shared Printer
And Duplex Power Outlet adjacent to each Data & Voice Outlet.

Copy Room/Storage Rooms

Minimum 2, (Data & Voice) Duplex Outlets and
Duplex Power Outlet adjacent to each Data & Voice Outlet.

Lounge Space, Café, Study Areas

Layout and quantity depends on design.
Data Duplex Outlets for Laptop Access and
Duplex Power Outlet adjacent to each Data Outlet.

Non-Classroom Instructional Spaces/ Seminar Rooms/ Conference Rooms

Minimum 3 Data & 2 Voice Faceplates (opposing walls) and
Duplex Power Outlet adjacent to each Data & Voice Outlet
Preferred: Level 2 Smart Classroom Technology (scaled to room size and use). See below.

Classrooms and Labs

Minimum 4 Data and 2 voice Outlets. Three (3) Data & one (1) Voice at instructor station (1 at the ceiling mounted projector and 1 voice location to be determined by NKU).
Duplex Power Outlet adjacent to each Data & Voice Outlet.
Preferred: Level 2 Smart Classroom Technology. See below.

Computer Labs

Minimum 4 Data and 2 voice Outlets. Three (3) Data & one (1) Voice at instructor station (1 at the ceiling mounted projector and 1 voice location to be determined by NKU).
Duplex Power Outlet adjacent to each (Data & Voice) Outlet.

Level 2 Smart Classroom Technology, See below
Remainder of layout depends on design.

Level 2 Smart Classroom

One each (3 data & 1 voice) outlet to be located at the podium location
1 Projector outlet to be located in the ceiling
Regular room layout depending on the room classification and
Duplex Power Outlet adjacent to each Data & Voice Outlet.

Vending Areas

1 Data outlet per vending machine
2 data outlets (minimum) per vending area

2.3.B.

Provide (1) white Category 6 Augmented 4-Pair UTP cable for every voice outlet and (1) Blue Category 6 Augmented 4-Pair UTP cable for every data outlet as specified in materials list. Cables shall be distributed in a horizontal star topology to the TR/ICR/MCR. Total length of cable from workstation information outlet jack to the TR/ICR/MCR shall not exceed 90 meters total length including service loops. This length includes a 12" service loop at the outlet and a 10' service loop in the telecommunications room. Each horizontal cable shall be installed in a "home-run" configuration. No "daisy chained" conduit or cables shall be allowed. All workstation cables are to be terminated using the T568A wiring standard.

2.3.C.

All cables shall be installed using conduit, cable tray, or "J" hooks. Where cables are not installed in conduit or cable tray, the cable shall not be pulled or installed directly across suspended ceiling tiles or fluorescent lights without proper suspension and consideration of possible electrical interference. If "J" hooks are used, avoid placing any pressure or creating stress points on the cable. Maximum spacing between "J" hooks shall not exceed five feet.

2.3.D.

At no time shall pulling tension exceed 25 lbs. on horizontal cables. Exceeding the maximum recommended pulling tension during installation of cables will compromise the wire integrity. If wire integrity is compromised, the wire may not pass testing and certification standards required for a 10-Gigabit infrastructure. The installing contractor will be responsible for replacement of any cable system that does not pass required certification standards. A representative from the NKU Office of Information Technology may randomly test cable installations during weekly coordination meetings.

2.3.E.

Traditional nylon synch style Tie Wraps shall not be used to bundle cables in a TR/ICR/MCR. Only Velcro Tie Wraps are acceptable to bundle cables within these rooms. See material list. Traditional nylon synch style tie wraps are acceptable in all other areas. The tie wraps must be installed as directed in the ANSI/TIA/EIA 568 specification.

2.3.F.

No Intra-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 6" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as ballasts, generators, fans, motor control units, motors, etc.

2.3.G.

Horizontal UTP station cable shall be terminated at the TR/ICR/MCR in a manner such that each workstation location will be numbered and terminated in sequential order (see 1.4.b.). Voice (white) cable shall be terminated in 96 pair IDC blocks as specified in materials list. Each 96 pair IDC block will support (24) 4-pair cables. Designator strips shall be blue in color. Data (Blue) cable shall be terminated in Ortronics High Density T568A wired Patch Panels as specified in materials list and shall be located in 19" stand alone rack as specified in materials list. Horizontal and vertical fiber optic cable shall be terminated at TR/ICR/MCR in Ortronics fiber optic distribution cabinets as specified in materials list. Coordinate with a representative of the NKU Office of Information Technology prior to installation of TR/ICR/MCR distribution and termination cable hardware.

2.3.H.

Each workstation information outlet location shall use Ortronics TracJack hardware as specified in materials list. The white Category 6 Augmented cable shall be terminated T568A in a Fog White Category 6 Augmented RJ45 jack. The Blue Category 6 Augmented cable shall be terminated ANSI/TIA/EIA T568A in a Blue Category 6 Augmented RJ45 jack. Striping of cable jacket, untwisting of conductor pairs and termination shall be done using ANSI/TIA/EIA conventions. 12" of excess, jacketed, cable shall be coiled in ceiling above the drop location or as near as possible to accommodate future re-termination. Maintain UTP cable pair twists up to the point of termination (maximum of up to 1/4" jacket removal allowed) at both the station/outlet end as well as patch panel/ block end for each horizontal cable. Take caution as to refrain from physically changing or damaging the shape or geometry of the cable during installation, i.e., do not cinch cable ties too tightly; **no kinks are allowed** and avoid bends of cable. Do not place bundles in such a way that the weight of large bundles is damaging the cables on the bottom of the bundle. Each workstation information outlet jack wall plate shall be numbered sequentially, consistent with the TR/ICR/MCR numbering layout plan. See section 1.4.B for description of cable labeling requirements.

2.3.I

Cables shall be dressed in to patch panels directly from vertical wire managers and not run through any horizontal cable managers in order to limit small bend radius.

2.3.J.

Contractor shall test and certify, in writing, building wiring meets or exceeds all applicable ANSI/TIA/EIA 568, 569, 607, 758 or others as applicable conventions and standards for Cat6a. Contractor shall test and certify, in writing, building wiring shall support 10 Gigabit Ethernet technologies. Contractor shall warrant Communication cabling system wiring for a period of not less than 25 years, (Ortronics/Berk-Tek NetClear GT2 Warranty, see attachments) upon acceptance.

2.4 VERTICAL RISER CABLE

2.4.A.

A minimum of (4) 4" conduit paths shall be provided between the TR/ICR/MCR,s & BIDF.

2.4.B.

For each (12) workstation locations there shall be a (25) pair copper riser from the TR/ICR/MCR to the TR/ICR/MCR as applicable. Copper riser cable shall be of a 25 Pair Category 3 riser rated FEP construction as specified in materials list. All riser cable shall be terminated using 110 IDC wiring distribution systems as specified in materials list. Riser cable shall be terminated on a separate 100 pair block from horizontal station cable. Labeling of all riser and workstations cables shall be labeled in accordance with the NKU Technology Infrastructure labeling documentation. Coordinate with a representative of the NKU Office of Information Technology prior to installation and termination of riser cable and hardware.

2.4.C.

Each TR/ICR shall have an 12 or 24 strand count 50-micron laser optimized 10-gigabit multimode BerkTek Fiber

Indoor Only Installations will utilize Berk Tek's Premise Distribution Plenum

Part number PDP012LB3010/75

Installations that will be outdoor or indoor/outdoor will utilize Berk Tek's Adventum Loose Tube Indoor/Outdoor fiber Part number LTPK012LB3010/75

Ortronics Fiber Distribution Center termination cabinet Holds 12 adapter panels, 4 rack units, PN: OR-FC04U-P.

Ortronics Fiber Distribution Center termination cabinet Holds 6 adapter panels 2 rack units, PN: OR-FC02U-P.

Ortronics multimode SC connector 6 strand pre-loaded panel, PN: OR-OFP-STS06NB

Ortronics multimode SC connector 12 strand (6 duplex) pre-loaded panel, PN: OR-OFP-SCD12LC

Ortronics multimode LC connector 12 strand (6 duplex) pre-loaded panel, PN: OR-OFP-LCD12LC

See materials list. Coordinate with a representative of the NKU Office of Information technology prior to installation of fiber optic riser cable.

2.5 PATHWAY SUPPORT SYSTEM

2.5.A.

All horizontal cable shall be installed using a home-run configuration. Conduit and cable tray are acceptable in any combination to support the cable system and not violate Cat6a rules.

2.5.B.

Conduits shall be dedicated, using no smaller than a 1" inside diameter per workstation outlet. There shall be no daisy-chain conduit runs. Each workstation location shall require one 3/4" conduit, which is a home run back to the appropriate TR/ICR/MCR or cable tray. Provide pull boxes in communications conduit runs spaced not greater than 100 feet apart, and also provide a pull box located at half the distance of the length on any conduit with more than two right angle bends. If more than two bends are in any 100-foot section, increase the conduit by one trade size. See ANSI/TIA/EIA-569-A Section 4.4 Place **TELECOMMUNICATIONS** label on all pull and junction boxes. If a cable tray system is installed, the conduit shall be a home run from the workstation outlet jack to the tray. Conduit runs shall comply with cable fill capacity and bend design as specified in ANSI/TIA/EIA-569-A documents.

2.5.C.

Traditional nylon synch style Tie Wraps shall not be used in TR/ICR/MCR's to bundle cables. Velcro style Tie Wraps are the only acceptable method to secure cable bundles in TR/ICR/MCR's. See materials list. At no time shall pulling tension exceed 25 lbs. on horizontal cables. Exceeding the maximum recommended pulling tension on Category 6 Augmented cables will compromise cable integrity. If wire integrity is compromised, the wire may not pass testing and certification standards required for a 1000BaseTX infrastructure. The installing contractor will be responsible for replacement of any cable system that does not meet required standards.

2.5.D.

No intra/inter-building telecommunications cable shall be run adjacent and parallel to power cabling. A minimum of 6" distance is required from any fluorescent lighting fixture or power line up to 2kVA and 24" from any power line over 5kVA. Similarly, cable should be routed and terminated as far as possible from sources of EMF, such as generators, motors etc.

3.0 Warranty

NKU has adopted the NetClear Standards for all internal infrastructure wiring as it pertains to voice and data networking. All installations must be performed according to the following NetClear System Warranty and Performance Application.

3.1.A NetClear 25-Year System Warranty

Static, Dynamic and Application Performance

Subject to the limitations and conditions set forth herein, Berk-Tek/Ortronics (Manufacturer) warrants to the end-user that the network cable and connectivity hardware products comprising the NetClear Structured Cabling System installed at the Installation Site:

1. Will be free from Bit Errors caused by the NetClear™ structured cabling system components;
2. Will meet or exceed applicable ratified TIA/EIA and ISO/IEC transmission performance standards in force at the time of installation for a Structured Cabling Link/Channel for 10 Gigabit Ethernet;

NetClear GTX guarantees Shannon capacity of >18 Gb/s, up to the required 500 MHz for reliable 10 Gb/s operation.

(Note: Ortronics/Berk-Tek do not require alien crosstalk testing in the field for warranty certification.)

Category 6A Channel Performance (TIA/EIA-568-B.2-10)

Frequency (MHz)	Minimum Insertion Loss (dB/100m)	Minimum NEXT (dB)	Minimum PSNEXT (dB)	Minimum ACRF (dB)	Minimum PSACRF (dB)	Minimum Return Loss (dB)	Minimum PSANEXT (dB)	Minimum PSAACRF (dB)
1.0	2.3	65.0	62.0	63.3	60.3	19.0	67.0	67.0
4.0	4.2	63.0	60.5	51.2	48.2	19.0	67.0	65.0
10.0	6.5	56.6	54.0	43.3	40.3	19.0	67.0	57.0
20.0	9.2	51.6	49.0	37.2	34.2	17.5	67.0	51.0
31.25	11.5	48.4	45.7	33.4	30.4	16.5	65.1	47.1
62.5	16.4	43.4	40.6	27.3	24.3	14.0	62.0	41.1
100.0	20.9	39.9	37.1	23.3	20.3	12.0	60.0	37.0
200.0	30.1	34.8	31.9	17.2	14.2	9.0	55.5	31.0
250.0	33.9	33.1	30.2	15.3	12.3	8.0	54.0	29.0
300.0	37.4	31.7	28.8	13.7	10.7	7.2	52.8	27.5
400.0	43.7	28.7	25.8	11.2	8.2	6.0	51.0	25.0
500.0	49.3	26.1	23.2	9.3	6.3	6.0	49.5	23.0

3. Will support any current or future application which is designed for transmission over a Structured Cabling System as defined by the above referenced standards and the NetClear GT2 Data Sheet in effect at the time of installation;
4. Will conform to the transmission performance specifications of the NetClear Data Sheet in effect at the time of installation; and
5. Will be free from defects in material and workmanship on the products installed.

Installation practices provided or carried out by the Certified Integrator/Installer are warranted by the integrator/installer to be in accordance with the applicable standards, local codes, and requirements of the CIP and OASIS programs.

A NetClear Structured Cabling System means a System properly constructed with NetClear approved Berk-Tek/Ortronics products in accordance with referenced standards; meeting specified link/channel performance

and topological (distance and connection) limits. This includes all Manufacturers products that are installed in conjunction with approved NetClear solutions. Performance guarantees apply only to installed channels utilizing appropriate Ortronics patch cords manufactured from Berk-Tek cordage. Any warranty repairs, replacements, moves, additions or changes shall be warranted for the balance of this warranty period. Duration of the NetClear Warranty is Twenty-Five (25) Years from date of installation registration.

Warranty Conditions

For this warranty to be valid:

1. The System components having never been used before;
2. The System must have been installed by a Certified Integrator/ Installer authorized by the Manufacturer in accordance with the Manufacturer's installation specifications, the requirements of the above-mentioned technical standards, and the terms and conditions specified in the Berk-Tek and Ortronics Certified Integrator/Installer Program agreement;
3. All installation records must be updated to reflect any maintenance, movements, additions or changes, etc. Manufacturer will not be responsible for moves, additions or changes performed by parties other than a Certified Integrator/Installer; and
4. All warranty claims must be made to the original Certified Integrator/Installer, or the local Manufacturer representative, within 5 days of discovery of the alleged defect in the System products.

In the event of a warranty claim:

1. Proper System design, installation, use and maintenance must be demonstrated to Manufacturer;
2. System documentation and maintenance records, all of which are the responsibility of the end-user, must be made available by the end-user upon request; and
3. The end-user shall provide free access to the System to both the original Certified Integrator/Installer and the Manufacturers.

Warranty Exclusions:

This warranty does not cover:

1. The installation and maintenance of any other non-performing portions of the end-user's System;
2. Products not specifically designated as being eligible for System Link/Channel Warranty coverage;
3. Products not supplied directly by the Manufacturers or through channels approved by the Manufacturers;
4. Products used in the Structured Cabling Link/Channel, which were falsely represented as being in compliance with the System Link/Channel Warranty registration requirements and procedures;
5. Defects resulting from non-NetClear GT2 Program work areas, patching or equipment cords, or from moves, additions and changes by parties other than a Certified Integrator/Installer.
6. Defects resulting from a noncompliant or improper System design, installation, use, repair, or any System alterations, misuse, neglect, accident or abuse.

Warranty Limitations:

This warranty is exclusive and in lieu of all other warranties, whether expressed or implied, or statutory, including, but not by way of limitation, any warranty of merchantability or fitness for any particular purpose, non-infringement or any other matter. The remedies provided for in the preceding paragraphs shall constitute

the sole recourse of end-user against Manufacturer for breach of any obligations to end-user, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation, or otherwise. In no event shall Manufacturer be liable for special, indirect, incidental or consequential damages (regardless of the form of action, whether in contract or in tort, including negligence), including, without limitation, lost profits or economic damage arising out of the failure of a system. Nor shall the liability of Manufacturer for any claims or damage arising out of or connected with this warranty or the manufacture, sale, delivery, installation or use of the products exceed the purchase price of the products and the installation.

Claim Procedure:

1. Before making a claim under this warranty and for a claim under this warranty to be valid, the end-user must first resolve all non-connectivity hardware and non-cable related causes.
2. Warranty claims shall initially be made to the original Certified Integrator/Installer, or the local Manufacturer representative.
3. Cabling System repair and replacement due to component failure will be performed only after Manufacturer has reviewed and verified the System prior to the removal, replacement or repair of the defective System products.
4. Any disputes under this warranty shall be subject to and shall be governed by the laws of New York (other than its rules regarding choice of law). Any disputes relating thereto are subject to the jurisdiction of the courts of the State of New York and the federal courts therein, regardless of the location of any installation, which may be subject of a dispute.

Warranty Remedy

Manufacturer will utilize static and dynamic testing and verification equipment of its option to validate warranty claims. End-user may be subject to expenses associated with invalid warranty claims. For valid warranty claims, manufacturer will, at its option: use Certified Integrators/Installers of it's choosing; replace or repair any qualified product found to be non-compliant; and cover reasonable cost of labor to affect necessary work.

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