

Invitation for Bid

NS-13-12

LED Theatrical Lighting



Issued September 8, 2011

Northern Kentucky University Procurement Services

Don Johnson, CPSM, CPSD, C.P.M.
Associate Director
Lucas Administrative Center, Suite 617
1 Nunn Drive
Highland Heights, KY 41099

**NORTHERN KENTUCKY UNIVERSITY
LED THEATRICAL LIGHTING
INVITATION FOR BID, NS-13-12**

NOTICE OF BID OPPORTUNITY

BRIEF SCOPE OF WORK:

The Work consists of furnishing theatrical LED lighting and associated training for the Corbett Theatre at Northern Kentucky University.

PROJECT TIMETABLE:

INVITATION TO BID Issued	September 8, 2011
BIDS DUE	Thursday, September 22, 2011 @ 2 pm Procurement Services Lucas Administrative Center, Suite 617 1 Nunn Drive Highland Heights, KY 41099
Project Completion	October 31, 2011

BID BOND:

A 5% Bid Bond will be required with the submission of a bid.

**FORM OF PROPOSAL
LED THEATRICAL LIGHTING FIXTURES
INVITATION FOR BID, NS-13-12**

LUMP SUM BASE BID

The Bidder agrees to furnish LED Lighting Fixtures to Northern Kentucky University. This equipment is to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the LUMP SUM BASE BID set forth below. The lump sum base bid amount is to include any and all packaging, handling and delivery charges and to reflect any and all discounts.

LUMP SUM BASE BID AMOUNT:

A total of 28 cyclorama fixtures and 20 luminaires'

_____ Dollars _____ Cents
(USE WORDS) (USE WORDS)

\$ _____ Dollars _____ Cents
(USE FIGURES) (USE FIGURES)

Add Alternate #1

20 - 25' DMX Cables with 5 pin connectors \$ _____ / lot

Add Alternate # 2

42 - Philips/ Color Kinetics Color Blaze TRX 32° x 12° asymmetric spread Lens \$ _____ / lot

Are any substitutes being proposed? ____ If yes, attach all required technical information to this bid.

THIS BID SUBMITTED BY:

(Name of Bidder)

DATE: _____ AUTHORIZED SIGNATURE: _____

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 Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.

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

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

The Bidder, hereby acknowledges receipt of the following Addenda:

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

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

**FORM OF PROPOSAL
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UNIT PRICES

Unit prices

Phillips Selecon PL3 Led Luminaire	\$ _____	each
Phillips Color Kinetics Color Blaze TRX 6'	\$ _____	each
Phillips Color Kinetics Color Blaze TRX 2'	\$ _____	each
Phillips Color Kinetics TRX Spread 22 Degree Lens	\$ _____	each
25' DMX Cables with 5 pin connectors	\$ _____	each
Phillips Color Kinetics Color Blaze TRX 32" x 12" asymmetric spread Lens	\$ _____	each

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

NS-13-12

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.

Form of Proposal page 2 of 4

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: _____

**LED THEATRICAL LIGHTING FIXTURES
INVITATION FOR BID, NS-13-12**

SPECIFICATIONS

The following specifications are based on products manufactured by Phillips and are intended to define the level of characteristics, quality and performance of the requested products and are not intended to be restrictive. Products offered shall be of equivalent dimensions, quality, operation and performance. Bidders offering other products shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality, operation and performance.

Bids offering "equal" products including products of the brand name manufacturer other than the one described by brand name will be considered for award if such products are clearly identified in the bid response and are determined by the University to:

1. Fully meet the salient characteristics and requirements referenced in the bid
2. Meet materially all characteristics of the specified items in the bid.

Unless the bidder clearly indicates in his bid that he is offering "or equal" product, his bid shall be considered as offering the brand name products referenced in the bid.

NKU reserves the sole right to determine suitability of any alternatives submitted.

Brief Scope of Work

The purpose of this proposal is to replace existing fixtures currently in use the Corbett Theatre with LED fixtures with improved optics and lower energy consumption. This bid shall include providing the equipment and training. Fixture Set-Up. To Include: Fixtures with C-Clamps, Safety Cables, and 18” Power Cables with a 15 amp “Edison: (parallel blade u-ground) GR connector for each fixture. Training and setup to include initial setup of fixture data addresses, and confirming all fixtures are set to correct modes. Installation will be handled by the NKU Theatre Department.

Cyclorama Lighting

Quantity of 7

6’ Color Blaze TRX RGBAW LED fixtures. C-Clamps, Safety Cables, and 18” Power Cables with 15amp parallel blade U-ground Connector (installed)

Quantity of 21

2’ Color Blaze TRX RGBAW LED fixtures. C-Clamps, Safety Cables, and 18” Power Cables With 15amp parallel blade U-ground Connector (installed)

Philips/Color Kinetics Color Blaze TRX

- Fixture shall have lumen output of 3,540 lumens per foot.
- Fixture must be RGBAW LED Luminaries.
- Fixture shall be available in 2’ and 6’ Sections and controllable in increments of 4” to 6’.
- Fixture shall be 10 Degree Native. Optional Lenses of 22, 32, 60x32, and 32x12 Degree Shall Be Available.
- Fixture components shall be field serviceable and replaceable.

- Accepts DMX or Ethernet input from a full range of Philips controllers, as well as third-party DMX and Ethernet controllers. Standalone mode offers both pre-set effects and the ability to play custom light shows stored on the installed SD card.
- Master / slave mode lets you configure a ColorBlaze TRX fixture to act as a master controller for other fixtures in a run.
- Fixtures shall have integrated 2-Port Ethernet Switch for Daisy Chaining of Ethernet from Fixture to Fixture.
- Advanced Dimming and channel Control with 16 bit resolution
- Fixture shall be Philips Color Blaze TRX.

Philips/Color Kinetics Color Blaze TRX 22 degree Spread Lens

- 22° Spread lens
- Fixture shall be Philips Color Blaze TRX 22° Spread lens.

Spot Luminaire (Fresnel type)

Quantity of 20

PL3 W Phillips Selecon PL3 LED Luminaire

Features

- Fixture must be RGBW LED Luminaries.
- Fixture shall have Replaceable LED board.
- Fixture must use system to mix color before lens. Fixtures that use individual LEDs or “point source” are not acceptable.
- Fixture must have DMX controlled motorized zoom for 15-55 Degrees. Fixtures that use individual lenses to control beam spread are not acceptable.
- Fixture shall have Infrared Remote Control sensor built in. Remote Control unit shall be available optionally from fixture.
- Fixture shall have Wireless DMX512 option available.
- Fixture shall be Philips Entertainment PL3
- Color Temperatures from 300K – 5000K
- Homogenized fully mixed “white” Light with no multiple colorshadows
- On-board LCD menu for ease of luminaire setup and addressing
- DMX512 input with 8 or 16-bit resolution
- Luminaire Color – Black

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SPECIAL CONDITIONS & INSTRUCTIONS

Section C, item C. is amended to allow for substitution of materials. Complete descriptive literature and specification must be provided for every piece of alternative equipment being bid as an attachment to the Bid.

Alternate to Bid Bond: A cashier's check in an amount totaling 5% the Lump Sum Base Bid total may be provided, in lieu of the Bid Bond, or some other alternative acceptable to the Purchasing Officer.

CONTACT FOR BID PACKAGE: Bid Package is available from Procurement Services or may be downloaded from the Procurement web page:

<http://procurement.nku.edu/bids/current1.php>

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 the design firm/team. All requests for additional information and all questions should be directed to Don Johnson, Procurement Services: johnsondon@nku.edu.

LED THEATRICAL LIGHTING INVITATION FOR BID, NS-13-12 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 provide the equipment 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 including Instructions to Bidders, General Conditions, Special Conditions, 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. **Foreign Corporation** – refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.
8. **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.
9. **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.
10. **NKU** – Northern Kentucky University
11. **Lump Sum** - Single total amount for the equipment; not consisting of several smaller amounts
12. **Owner** – is Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.
13. **Project Manager** – The person designated by the University to oversee the technical aspects of this IFB.
14. **Purchasing Agency** – is Northern Kentucky University (NKU) – Procurement Services, Lucas Administrative Center, Suite 617, 1 Nunn Drive, Highland Heights, KY, 41099
15. **Purchasing Official** – is the University’s authorized representative.
16. **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).
17. **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).
18. **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 inclusive of all packaging, handling, shipping and discounts.

SECTION 2 – CONTRACT DOCUMENTS

1. 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>

Notify Don Johnson 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.

B. Accuracy of Bid Documents

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.

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
- 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 e-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 five (5) 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.

2. TAXES

- A. NKU is Tax-Exempt. Kentucky Tax ID: A9029.
- 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.

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 Bid submitted is premised upon furnishing the material required by the bidding documents without exception.
- D. 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 supply the material.

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.
 - 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.

B. Submittal of Bid.

The completed University Official Bid Document 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 and closing date**. 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> prior to a purchase order being issued.

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 in the Lump Sum Base Bid, 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. 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 Documents by a potential bidder 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 to all planholders if an 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.

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 possible 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.
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.
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 University, of equal substance and function and approved by the Purchasing Official.

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.

End - Instructions to Bidders

**NORTHERN KENTUCKY UNIVERSITY
HIGHLAND HEIGHTS, KENTUCKY 41099**

IFB # NS-13-12

LED THEATRICAL LIGHTING FIXTURES

GENERAL CONDITIONS

METHOD OF AWARD

The contract shall be awarded in accordance with KRS 45A.080 based on “best value”. For purposes of this invitation, best value shall be defined as the lowest bid price, meeting the terms and conditions of the invitation, from responsible and responsive bidders.

6. Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. Law, Form and Forum: Terms and provisions of this contract shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action entered against the University on the Contract by the Contractor shall be brought in the Franklin Circuit Court, Commonwealth of Kentucky, 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 University.

7. Reciprocal Preference to be given by Public Agencies to Resident Bidders

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Bidder. In evaluating bids, the University will apply a reciprocal preference against a Bidder submitting a bid from a state that grants residency preference equal to the preference given by the state of the nonresident Bidder. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Bidder claiming Kentucky residency status shall submit with its bid a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

8. 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.

End –General Conditions