

INVITATION FOR BID

Carpet Installation #NS-28-12



Issued January 4th, 2012

Bids due January 18th, 2012, at 2:00 P.M. EDT

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

**NORTHERN KENTUCKY UNIVERSITY
CARPET INSTALLATION
INVITATION FOR BID, NS-28-12
NOTICE OF BID OPPORTUNITY**

BRIEF SCOPE OF WORK:

The Bidder agrees to furnish all labor, equipment, supplies, services and supervision required to install University supplied carpet, using the appropriate methods at various locations on the Highland Heights and Covington campuses in accordance with the Specifications and Contract Documents, and with any duly issued Addenda to the PER Unit of Measure. If requested, the successful bidder will be required to perform additional services under the terms and conditions detailed in the Invitation for Bid. The prices quoted on these services will not be used as a basis for awarding this Price Contract. However, the prices quoted shall remain firm for the same periods of time as indicated in the Invitation for Bid. All prices appearing to be unreasonable to Northern Kentucky University shall be subject to negotiation.

PROJECT TIMETABLE:

INVITATION TO BID Issued	January 4 th , 2012
BIDS DUE	January 18th, 2012
Contract Effective	February 1st, 2012

SUBMITTAL OF PROPOSAL: Submit the completed bid package, by the time and date specified to:

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

CONTACT FOR BID PACKAGE

Bid Package is available from Procurement Services or may be downloaded from the Procurement web page:
<http://procurement.nku.edu>

**CARPET INSTALLATION
INVITATION FOR BID, NS-28-12**

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.

TERM OF CONTRACT

The term of this Contract will be for one (1) year. The Contract may be extended for up to two (2) additional one (1) year periods or any combination thereof.

INSURANCE

The Contractor shall provide and include in his Bid Price the cost of the following insurance:

The Contractor shall maintain the following minimum insurance:

- (1) Workmen’s Compensation – Kentucky Statutes
- (2) Public Liability \$500,000.00 one person
 \$1,000,000 each accident
- (3) Property Damage \$500,000 per accident
 \$1,000,000.00 aggregate
- (4) Automobile Liability \$1,000,000.00
(To include all vehicles and equipment owned or non-owned for use on the project)

These coverage’s and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of the Contractor.

Actual certificates of insurance with Northern Kentucky University named as additional insured, will be required prior to commencement of work.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Northern Kentucky University and its officers and employees from any claim, damage, liability, injury, expense, or loss including defense costs and attorney’s fees, arising out of Contractor’s performance under this contract or as a consequence of the existence of this contract.

ASSIGNMENT

The Contractor shall not assign this contract, in whole or in part or any right or obligation hereunder, without the prior written approval of the Purchasing Department.

INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

The Contractor and anyone acting on behalf of the Contractor or Contractor’s subcontractors and their employees are not employees of the University and are not eligible for any benefits through the University including, without limitation, federal social security, health benefits, workers’ compensation, unemployment compensation and retirement benefits.

BIDDER REGISTRATION

If you have downloaded this Invitation to Bid from the NKU Purchasing website, please contact Eli Baird so that you can be added to the bidder 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: bairdel@nku.edu

QUESTIONS

For any additional information about this bid opportunity contact:

Jeff Strunk
Director
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099
Phone: 859.572.6449
FAX: 859.572.6995
E-mail: strunk@nku.edu
URL: <http://procurement.nku.edu>

**NORTHERN KENTUCKY UNIVERSITY'S
CARPET INSTALLATION
INVITATION FOR BID # NS-28-12
FORM OF PROPOSAL**

BASE BID

The Bidder agrees to furnish all labor, equipment, supplies, services and supervision required to install University supplied carpet, using the appropriate methods at various locations on the Highland Heights and Covington campuses in accordance with the Specifications and Contract Documents, and with any duly issued Addenda to the PER Unit of Measure set forth below:

ANNUAL ESTIMATED QUANTITY:

Carpet Tile:	1000 yd ² @	\$ _____/yd ²
6' Broadloom w/ Enhancer Backing	3500 yd ² @	\$ _____/yd ²
12' Broadloom w/Action Backing	1500 yd ² @	\$ _____/yd ²

ADDITIONAL SERVICES

If requested, the successful bidder will be required to perform the following additional services under the terms and conditions detailed in this Invitation for Bid. The prices quoted on these services will not be used as a basis for awarding this Price Contract. However, the prices quoted shall remain firm for the same periods of time as indicated in the Invitation for Bid. All prices appearing to be unreasonable to Northern Kentucky University shall be subject to negotiation.

Collins & Aikman, Interface @	\$ _____/yd ²
Lifespan Carpet @	\$ _____/yd ²
Unibod Carpet @	\$ _____/yd ²
Carpet over Pad @	\$ _____/yd ²
Linoleum @	\$ _____/yd ²
Vinyl Composition Tile @	\$ _____/ft ²
4" Rubber Cove @	\$ _____/lineal ft.
Carpet Cove	\$ _____/lineal ft.
Removal of Adhesive to bare Concrete @	\$ _____/yd ²

Hourly rate for time and materials work such as removal and disposal of old carpet and pad, weekend work, night work, removing furniture and returning it to its original position:

Supervisor @	\$ _____/hr./Man
Labor @	\$ _____/hr./Man

**NORTHERN KENTUCKY UNIVERSITY
INVITATION FOR BID, NS-28-12
CARPET INSTALLATION**

SPECIAL CONDITIONS

- 1. Contractor Qualifications:** Contractor shall have documented experience in carpet and flooring installation.
- 2. Warranty:** Contractor shall warrant carpet installation for a period of one (1) year from the date of final acceptance. Neither the final certificate of payment nor any provisions in the contract documents shall relieve the Contractor's responsibility for faulty workmanship. The Contractor shall remedy any defects in work, such as, but not limited to, rippling or opening of seams or improper installation, and pay for any damage to other work resulting there from.
- 3. Scheduling of Work:** The University will make every attempt to schedule jobs with sufficient lead-time, but contractor(s) must be prepared to start work within three working days, on specific jobs, as required by the University. Jobs once started, shall be completed, without interruption, to meet the University's work schedule.
- 4. Product Handling:** Materials provided by the University are to be stored only under conditions recommended by the manufacturer. Do not use any materials, which have exceeded their shelf life. The University will be responsible for moving carpet and related installation materials to the project staging area selected by the University and agreed to by the Contractor. Once the carpet, and related installation material, has been moved to the staging area, the Contractor must use appropriate means to protect the carpet before and during installation. The Contractor shall move carpet, and related installation material, from the staging area to the installation site.
- 5. Packaging:** The Contractor must save all usable carpet pieces. These items shall be turned over to the University representative.
- 6. Use of Structure:** The University will occupy buildings during the execution of this contract. The Contractor shall consult with the University and coordinate work to minimize interruption of the University's activities.
- 7. Hours of Work:** The Contractor shall be prepared to perform work during non-business hours, including weekends and University holidays, as determined by the nature of the project and under the direction of the University representative.
- 8. Sanitary Facilities:** Existing restroom facilities and drinking fountains with the building may be used by the Contractor, his employees and agents where approved by the University. The Contractor shall insure that his employees or agents track no mud, dirt, etc., into the building.
- 9. Parking:** The University will designate parking facilities however the contractor is responsible for contacting parking services to obtain and Vendor Permit.
- 10. University Inspections:** The Contractor shall permit University representatives to inspect and review work, materials and methods relevant to this contract. If any portion of the installation does not meet required specifications, it shall be replaced at the Contractor's expense.

11. Furniture/Equipment: Furniture and equipment removal will be determined on a job by job basis: The University will remove and replace furniture when work is scheduled during normal working hours. Only when necessary will the University ask the contractor to remove and replace furniture and equipment.

12. Carpet Removal: Typically, the University will remove old carpet from the area to receive new carpet. In the event the Contractor is authorized to remove the carpet, he/she is responsible for removal of all debris from the jobsite. All debris can be placed in a dumpster designated by the University. Broadloom carpet should be rolled to minimize disposal space needed in the dumpster. Adhesive containers should be resealed with their original lids before being placed in dumpsters.

13. Time and Materials: Any work performed on a time and materials basis, will be approved, and monitored by the University representative. The Contractor must advise the University when time and material work begins and ends. A University representative shall sign time and material tickets daily.

Contractor shall submit original signed time and material tickets with the invoice for payment. Any Time and Material Ticket not signed by a University representative will not be paid.

14. Carpet Installation: Carpet shall be installed in accordance with the manufacturer's installation instructions and to the satisfaction of the University.

Floor surfaces must properly be prepared in accordance with the carpet manufacturers' installation instructions, and to the satisfaction of the University. Floor preparation shall include, but not be limited to, patching surface as necessary, glue removal and cleaning. The Contractor shall notify the University upon completion of floor preparation to allow for inspection prior to installation.

Carpet must be protected during installation to insure it is not damaged. A cleaning agent that has been approved by the carpet manufacturer must remove any adhesive on the surface of the carpet. The carpet shall be vacuumed with a commercial quality machine to remove dirt. Carpet shall be replaced if soil cannot be removed. All protruding face yarns shall be trimmed.

Leave project area and staging areas clean and free of debris. The Contractor shall dispose of all debris and carpet trimmings of less than usable size.

Contractor must report any problems with carpet or site conditions to the University **immediately** upon identification of the problem. Installation must cease until the problem has been resolved to the satisfaction of the University. Failure to report any problems with carpet or site conditions to the University will place full financial responsibility for carpet repair/or replacement upon the Contractor, including re-installation costs, should the University determine in a post-installation inspection that a problem should have been reported and that the installation should have been stopped. **All change orders must be approved in writing by the University, in advance of completion of the work covered by the change.** The University shall provide all carpet, adhesive and seaming materials required for each specific job. The Contractor shall provide all cleaning agents, adhesive removers and miscellaneous materials not supplied by the University.

15. Carpet Tile Installation:

THE FOLLOWING SPECIFICATIONS APPLY ONLY TO CARPET TILE INSTALLATION:

Pre-measure spaces to establish starting point. Lay out such that perimeter tiles are of even width on opposing walls except for irregular room offsets. Field tiles, perimeter tiles and tiles in doorways shall be installed with manufacturer's approved, vinyl compatible, releasable adhesive, using full spread method. Orient tiles in same direction within same area. Cut tile from backside to fit in irregular wall surfaces, penetrations and obstructions. In all cases, tile shall be cut neat, clean and straight. Butt tiles snugly. Avoid pile being caught in the joint between backings. Install black vinyl transition strip at all points of carpet tile termination.

16. Rolled Broadloom Carpet Installation:

THE FOLLOWING SPECIFICATIONS APPLY ONLY TO ROLLED BROADLOOM CARPET INSTALLATION:

The Contractor shall comply with all manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under centerline of door in closed position; do not place seams in direction of traffic through doorway. Do not bridge building expansion joints with continuous carpet. Changes in direction of nap shall occur only under centers of doors. The University, in advance of installation, shall approve any deviation from this seam layout standard.

Install vinyl transition strip edging where carpet ends against another floor surface; anchor edging to substrate.

Install rubber stair nosing on edges of steps and landings, anchor edging to substrate.

Fit all sections of carpet prior to application of adhesive. Trim edges and butt cuts with seaming sealer. In all cases, carpet shall be cut neat, clean and straight.

17. Carpet Base Installation: Carpet base shall be installed straight and true and flat against the wall surface. If the wall surface is uneven, bulging or otherwise not suitable for a good carpet base installation, the installer must repair wall as necessary so that carpet base will lay flat. At the University's discretion, depending upon the location, the carpet base will either be bound on the exposed edges or a vinyl edge strip should be applied.

18. Rubber Cover Base Installation: Cove base shall be installed in accordance with manufacturer's recommendations. All installed cove base shall lay flat, tight and smooth. All joints should fit tight and vertical. Maintain minimum measurement of eighteen (18) inches between joints. Miter internal corners. Scribe and fit tight to doorframes and other obstructions. Install as straight and level as possible.

19. Resilient Flooring Installation: To be installed per manufacturer's specifications, as provided by the University, to the Contractor.

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

NS-28-12

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.

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: _____