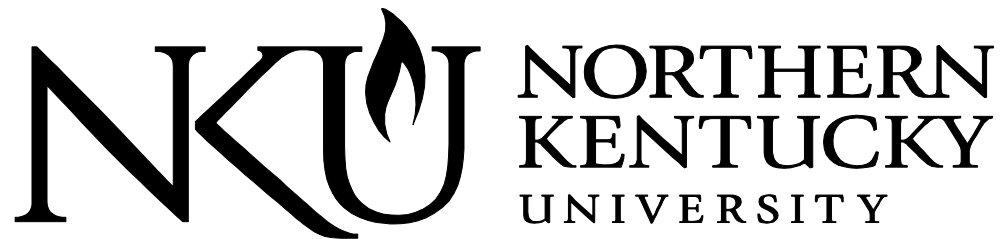


Invitation for Bid NS-10-12

ROAD SALT

Bids due Tuesday, September 20, 2011 @ 2:00 pm EDT



Issued September 8, 2011

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

**ROAD SALT
INVITATION FOR BID, NS-10-12**

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF WORK:

To establish a Price Contract for providing and delivering Road Salt to Northern Kentucky University and other local government entities including Wilder, Southgate, Cold Spring and Highland Heights.

PROJECT TIMETABLE:

INVITATION FOR BID Issued	September 8, 2011
BIDS DUE	Tuesday, September 20, 2011 at 2:00 PM EDT

BONDS: None required for this solicitation

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.

SUBMITTAL OF PROPOSAL:

Submit, hard copies of the completed Bid package by the time and date specified to:

Don Johnson, CPSM, C.P.M., Associate Director	859.572.6449
Procurement Services, Northern Kentucky University	Fax: 859.572.6995
Lucas Administrative Center, Room 617	E-mail: johnsondon@nku.edu
1 Nunn Drive	
Highland Heights, KY 41099	

If a carrier other than the United States Postal Service is used the more appropriate ZIP code would be: 41076.

Kentucky law requires that bids with original signatures are required for your bid to be valid. Faxed or emailed bids cannot be accepted.

Multiple awards may be made.

The Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. ____ DATED _____ ADDENDUM NO. ____ DATED _____

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

NS-10-12

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.

IFB NS-10-12 Road Salt –Form of Proposal page 3 of 4

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>
_____	_____	_____

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

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM NAME: _____

FED ID or SN#: _____

PERMANENT ADDRESS:

_____	_____	_____	_____
STREET	CITY	STATE	ZIP
CONTACT PERSON: _____		TITLE: _____	

TELEPHONE NO: _____ E-MAIL: _____

State of _____)

County of _____)

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

(Notary Public)

My Commission expires: _____

**ROAD DEICING SALT
INVITATION FOR BID, NS-10-12**

INSTRUCTIONS TO BIDDERS

1. **University** – is Northern Kentucky University, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.
2. **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).
3. **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).
4. 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.
5. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received less than seven (7) calendar days prior to the date for receipt of Bids may not be answered.
6. 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.
7. 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.
8. Addenda will be mailed or delivered to all who are known by NKU Procurement Services to have requested and were furnished Bidding Documents.
9. **TAXES** Northern Kentucky University, through the Commonwealth of Kentucky, is entitled to exemption from **Federal Excise Tax**. Each bidder is responsible for determining his own tax liability
10. Minor Irregularities. Minor irregularities or technicalities in a Bid may be waived by the

Purchasing Official on behalf of the University

11. **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.
 - A. 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.
 - B. Unless otherwise provided in the Bidding Documents, the resulting contract will consist of the Invitation for Bid with any issued addenda, 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 University 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.

12. 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.

End - Instructions to Bidders

**NORTHERN KENTUCKY UNIVERSITY
ROAD DEICING SALT
INVITATION FOR BID, NS-10-12
GENERAL TERMS AND CONDITIONS**

PAYMENT TO THE CONTRACTOR

1. Payments on account of this Contract shall be made immediately following any shipment only for the amount of material or equipment actually shipped. The Contractor shall submit to the University Representative, in the manner and form prescribed, an invoice for each shipment completed.

Failure to present invoices in the prescribed form. When the University is satisfied that the Contractor has remedied any such deficiency, payment of the amount withheld will be paid.

CONTRACTOR'S PAYMENT TO SUBCONTRACTOR

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

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the University, the University 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 University would otherwise have.
2. In any and all claims against the University, 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 University, 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 University, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

INSURANCE

1. The Contractor shall furnish the University 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 Northern Kentucky University shall apply to all policies.

2. 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 University. 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.

4. 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.

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

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 University.

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.

End of General Terms and Conditions

**NORTHERN KENTUCKY UNIVERSITY
INVITATION FOR BID, NS-10-12
ROAD DEICING SALT**

SPECIFICATIONS

SCOPE:

All material provided shall meet the requirements of ASTM D 632-99 Type 1 Grade 1 for highway salt intended for highway deicing. All salt shall be uncontaminated, clear of lumps, in a free flowing and usable condition. The salt shall be naturally drained of water with a moisture content of no more than 4%. Salt shall be treated with an anti-caking agent.

The local delivery of road salt shall be by dump trailer and releases made in increments of approximately 22 tons.

This Invitation for Bid covers the estimated requirements for Northern Kentucky University for Road Salt. The purpose is to establish a Price Contract with firm pricing and delivery under which NKU may place orders, as required.

METHOD OF AWARD:

It is the University's intention to make the award to the qualified, responsive and responsible bidder on an extended lowest total cost basis.

CONTRACT PERIOD:

The contract period shall be for six months from date of award.

PRICE ADJUSTMENTS:

All prices quoted in response to this Invitation for Bid shall be firm for the duration of the Contract's term.

QUANTITIES:

Quantities listed are estimates of anticipated usage for the term of the contract. The University retains the option to increase or decrease quantities based on actual usage.

Northern Kentucky University guarantees the purchase of 80% of the requested quantity.

DELIVERY:

The University has an ongoing requirement for the materials indicated in this solicitation. It is an express condition of any award that a supplier shall maintain a reasonable local stock for delivery to the University. Failure to maintain such a stock shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

Repeated delayed or partial deliveries shall be interpreted as failure to meet contractual obligations and may be cause for cancellation of the contract.

The vendor shall deliver, without additional charge, all orders properly placed with the vendor. There shall not be a minimum order but releases will be in increments of dump semi-trailer load sizes of approximately 22 tons.

INVOICING AND PAYMENT:

The Contractor shall be paid upon submission of proper invoices, to the billing address shown on the Purchase Order.

All documentation must be itemized as follows:

1. Contract number is to appear on all shipping documents and invoices
2. Purchase Order Number must be referenced on shipping papers and invoices
3. Ship to address must be clearly stated
4. Accurate quantities for each line item shipped
5. Correct unit prices for each line item, as stipulated in the contract

End- Specifications

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