



**ITB NKU-02-2023**

**Bagged Ice Melt**

**8/17/2022**

**ATTENTION: This is not an order. Read all instructions, terms and conditions carefully.**

**Bid NO:** NKU-02-2023  
**Issue Date:** 8/17/2022  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF BID TO:**  
**Northern Kentucky University Procurement  
 Services  
 1 Nunn Drive  
 617 Lucas Administrative Center  
 Highland Heights, KY 41099**

**IMPORTANT: BIDS MUST BE RECEIVED BY: 09/02/2022 BEFORE 2:00 P.M. HIGHLAND HEIGHTS, KY time.**

NOTICE OF REQUIREMENTS

1. The University's General Terms and Conditions and Instructions to Bidders, viewable at the [NKU Procurement Website](#), apply to this Request for Bid.
2. Contracts resulting from this ITB must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.
4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the offeror (if the offeror is an individual), a partner, (if the offeror is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the offeror is a corporation);
2. That the attached bid has been arrived at by the offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Bid, designed to limit independent bidding or competition;
3. That the contents of the bid have not been communicated by the offeror or its employees or agents to any person not an employee or agent of the offeror or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official closing of the ITB;
4. That the offeror is legally entitled to enter into contracts with the Northern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 164.390, and
5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award
6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH FINANCE LAWS

In accordance with KRS45A.110 (2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Contractor by signing and submitting a bid agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Contractor prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a bid, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

RECIPROCAL PREFERENCE

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
  - (a) Is authorized to transact business in the Commonwealth; and
  - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids

DEFINITIONS

As used in KRS 45A.490 to 45A.494: (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and  
 (2) "Public agency" has the same meaning as in KRS 61.805.

**SIGNATURE REQUIRED:** This bid cannot be considered valid unless signed and dated by an authorized agent of the offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office. Your signature is acceptance to the Terms and conditions above.

<b>DELIVERY TIME:</b>	<b>NAME OF COMPANY:</b>	<b>DUNS #</b>
<b>BID FIRM THROUGH:</b>	<b>ADDRESS:</b>	<b>Phone/Fax:</b>
<b>PAYMENT TERMS:</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED</b>	<b>FEDERAL EMPLOYER ID NO.:</b>	<b>WEB ADDRESS:</b>

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME (Please Print Legibly): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

State of \_\_\_\_\_)

County of \_\_\_\_\_)

The foregoing statement was sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by

\_\_\_\_\_  
 \_\_\_\_\_

(Notary Public)  
 My Commission expires: \_\_\_\_\_

**THIS DOCUMENT MUST BE NOTARIZED**

NOTICE OF ADVERTISEMENT

**BRIEF SCOPE OF WORK:**

Northern Kentucky University is advertising a bid for the purchase of Bagged Ice Melt. We specify **5 Below** or approved equal.

*Please email [strausr2@nku.edu](mailto:strausr2@nku.edu) with a spec sheet or specifications of your proposed "equal".*

**PROJECT TIMETABLE:**

Invitation for Bid Issued	DATE 8/17/2022
Last Date for Questions	8/25/2022 at 12:00 Noon
<b>BIDS DUE</b>	<b>9/2/2022 at 2:00 PM</b>

**SUBMITTAL OF BID:**

The bidder shall submit, by the time and date specified via US Postal Service, courier or other delivery service, its bid response in a **sealed package** addressed to:

**Blaine Gilmore  
Director, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099**

*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 Ryan Straus, Procurement Services: [strausr2@nku.edu](mailto:strausr2@nku.edu)*

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

**ITB NKU-02-2023  
Bagged Ice Melt**

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

**QUESTIONS AND REQUESTS FOR INFORMATION**

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your bid. All requests for information, questions or comments relative to this project should be directed, in writing to:

**Ryan Straus  
Coordinator, Procurement Services  
Lucas Administrative Center, Suite 617  
Northern Kentucky University  
Highland Heights, KY 41099  
[Strausr2@nku.edu](mailto:Strausr2@nku.edu)**

**GENERAL TERMS AND CONDITIONS TO PROPOSERS:**

The general terms and conditions linked below shall be applicable to this Bid and take precedence over any Contractor terms and conditions:

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

**INSURANCE:**

Prior to the award of a contract, Contractor shall furnish a certificate of Insurance with NKU listed as the certificate holder as well as additionally insured. This certificate must include general liability, automotive liability, and worker's compensation insurance. See Article 35 in the Construction General Terms and Conditions

**TAXES**

Northern Kentucky University is tax exempt. We will provide a copy of or tax exempt status to the winning bidder.

**TERM OF CONTRACT**

There will be an initial one-time purchase with the potential of additional quantities being purchased through April 30, 2023.

**SCOPE & QUANTITIES**

**5 Below brand or approved equal.**

**3 Truckloads – 882 bags per truck - 2,646 (50 LB) bags total**

**3 Truckloads – 22 sacks per truck – 66 (2000 LB) sacks total**

*Please email [strausr2@nku.edu](mailto:strausr2@nku.edu) with a spec sheet or specifications of your proposed "equal".*

**\*Price needs to include delivery on a flatbed truck to 70 Campbell Drive, Highland Heights, KY 41099.**

**METHOD OF AWARD:**

It is the University's intention to make the award to the qualified, responsive and responsible bidder(s) whose bid offers the best value to Northern Kentucky University.

**DELIVERY:**

NKU staff will unload delivery trucks at a designated location on campus. The first delivery shall be no later than **November 2022**. All deliveries shall be completed by **December 15, 2022**.

**PRICE ADJUSTMENTS:**

All prices quoted in response to this Invitation for Bid shall be fixed and firm through the end of the contract term.

**INVOICING AND PAYMENT:**

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

**DOCUMENTATION**

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

**FORM OF PROPOSAL**

Lump Sum Base Bid \$ \_\_\_\_\_ (Numbers)

Price in Words: \_\_\_\_\_

Price per pound for potential additional purchase: \$ \_\_\_\_\_

**Payment term is net 30 days.**

THIS BID SUBMITTED BY:

\_\_\_\_\_  
(Name and Address 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. 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. \_\_\_\_\_ DATED \_\_\_\_\_