

**INVITATION TO BID**

**NKU-66-18**



**Fuel Oil, Gasoline, Diesel**

**August 29, 2018**

**Proposal NO:** NKU-04-19  
**Issue Date:** August 29, 2018  
**Title:** Fuel Oil, Gasoline, Diesel  
**Purchasing Officer:** Blaine Gilmore  
**Phone:** 859.572.6449

**RETURN ORIGINAL COPY OF PROPOSAL TO:**

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

**IMPORTANT: BIDS MUST BE RECEIVED BY: 09/27/2018 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 <http://procurement.nku.edu/policies/terms-and-conditions.html>, apply to this Request for Proposal.
2. Contracts resulting from this RFP 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 proposal 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 Proposal, designed to limit independent bidding or competition;
3. That the contents of the proposal 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 proposal and will not be communicated to any such person prior to the official closing of the RFP;
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 KRS 45A.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 proposal 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 proposal, 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 proposal 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>PROPOSAL 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>TYPED OR PRINTED NAME:</b>	<b>WEB ADDRESS:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>SIGNATURE:</b>	<b>DATE:</b>

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### **General Terms and Conditions and Instructions to Proposers:**

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

**NOTICE OF ADVERTISEMENT****BRIEF SCOPE OF WORK:**

Invitation to bid to establish a price contract for fuel oil, gasoline, and diesel fuel.

**PROJECT TIMETABLE:**

Invitation for Bid Issued	August 29, 2018
Pre-Bid Meeting	September 10, 2018 at 3:00 PM EST
Last Day for Questions	September 19, 2018 at 12:00 PM EST
<b>BIDS DUE</b>	<b>September 27, 2018 at 2:00 PM EST</b>

**PRE-BID MEETING:**

There will be a pre-bid meeting held on September 10, 2018 at 10:00 am EST to go over the bid documents and answer any questions. The meeting will be held at 70 Campbell Drive, Highland Heights, KY 41099. Please email Ryan Straus, Bid Specialist, [strausr2@nku.edu](mailto:strausr2@nku.edu) with any questions.

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

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

**ITB NKU-04-19  
Fuel Oil, Gasoline & Diesel**

**Special Conditions to Proposers****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**  
**Bid Specialist, Procurement Services**  
**Lucas Administrative Center, Suite 617**  
**Northern Kentucky University**  
**Highland Heights, KY 41099**  
[Strausr2@nku.edu](mailto:Strausr2@nku.edu)

**CONTRACT PERIOD:**

The Price Contract established as a result of this Invitation to Bid will be effective for 2 years with two (2) additional one (1) year options to renew, all parties concurring.

**METHOD OF AWARD:**

One (1) contract will be awarded on a LOW TOTAL BASIS to the responsive bidder whose offer is most advantageous to Northern Kentucky University.

The factors that will be used to determine the low total are the Percentage Price Discount/Commodity/Gallon the Bidder charges the University.

**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>

<http://parking.nku.edu/rules/guidelines.html>

**GOVERNING LAW:**

Proposers shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Project Site or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting Contract shall be governed by Kentucky Law and any claim relating to this Contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

**TOBACCO FREE CAMPUS**

Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.

**STATUTORY AUTHORITY**

Selection of firms to provide professional services to Northern Kentucky University are governed by the provisions of the Kentucky Revised Statutes, KRS 45A.085, <http://www.lrc.ky.gov/KRS/045A00/085.PDF>

**FOREIGN CORPORATIONS**

Foreign corporations are defined as corporations that are organized under 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.

The Foreign Corporate Proposer, 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.

**DOMESTIC CORPORATIONS**

Domestic corporations are required to be in good standing

**OCCUPATIONAL LICENCE**

Northern Kentucky University was annexed by the city of Highland Heights in 2008. All contractors performing work for NKU must possess a Campbell County Occupational License and a city of Highland Heights Occupational License (administered by Campbell County) and must also pay applicable payroll taxes. For further information, call 859-572-6605.

**PERMITS**

The Contractor shall obtain all permits necessary for any or all parts of the work from the authorities governing such work. The Contractor shall procure building permits, when required but no fee shall be applicable on projects for the Commonwealth. Evidence that such permits have been issued shall be furnished to the Owner before beginning work.

**BID BONDS:**

A 5% bid bond is required with submission of this ITB.

**COORDINATION OF WORK**

The Vendor shall be responsible for coordinating all work with the **NKU Project Manager**. The Contractor shall cooperate completely with the Owner's security forces and measures.

**DAMAGE AND REPAIRS**

The Contractor shall exercise particular care to avoid damage to his own work, the Owner's property, and adjacent property of every description. He shall make good any damage resulting from or caused by the work under this contract at his sole expense in a manner satisfactory and without extra cost to the Owner including, but not limited to, finishes, furnishings, and landscaping.

**HAZARDOUS MATERIALS**

No asbestos containing materials, lead based paints, or other hazardous materials shall be furnished or installed in this work.

**EXAMINATION OF SITE**

Each vendor shall fully acquaint and familiarize themselves with the conditions as they exist and the character of the operation to be carried on under the proposed contract and has made such investigation as may be reasonably necessary so that the vendor shall fully understand the facilities, physical conditions and restrictions attending to the work under the contract. The specifications furnished represent a fair approximation of the material needed but all quotations submitted should take into account knowledge gained as a result of the above referenced visual inspection.

**EXAMINATION OF CONTRACT**

Each vendor shall also thoroughly examine and become familiar with the specifications and associated contract documents. By submitting a bid, the vendor agrees that they have carefully examined the specifications and have thereupon decided that from their own investigation Contractor has satisfied themselves as to the nature and location of work, the general and local conditions and all matters which may in any way affect the work or its

performance and that as a result of such examination and investigation, vendor fully understands the intent and purpose of the documents and conditions of the bidding. Claims for additional compensation and/or extension of time because of the vendor's failure to follow the foregoing procedure and to familiarize themselves with the Contract Documents and all conditions which might affect work will not be allowed.

**CANCELLATION**

The resulting contract from this ITB may be cancelled by the University for non-compliance with the terms and conditions of any part of the agreement.

**TERMINATION FOR CONVENIENCE**

Northern Kentucky University reserves the right to terminate the resulting contract without cause with a 30-day written notice. Upon receipt by the Contractor of "notice of termination" the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate).

**INSURANCE**

If awarded, bidder / proposer must provide NKU with an insurance certificate listing NKU as a certificate holder and additionally insured.

**Northern Kentucky University  
617 Lucas Administrative Center  
1 Nunn Drive  
Highland Heights, KY 41099**

The Contractor shall furnish the University the Certificates of Insurance and guarantee the maintenance of such coverage during the term of the contract. The Contractor shall provide an original policy endorsement of its CGL insurance naming Northern Kentucky University and the directors, officers, trustees, and employees of the University as additional insured on a primary and non-contributory basis as their interest appears. Additionally, the Contractor shall provide an original policy endorsement for Waiver of subrogation in favor of the Northern Kentucky University its directors, officers, trustees, and employees as additional insured.

**Our basic insurance requirements are:**

Workers' Compensation insurance with Kentucky's statutory limits and Employers' Liability insurance with at least \$100,000 limits of liability.

Comprehensive General Liability (CGL) Insurance the limits of liability shall not be less than \$500,000 each occurrence for bodily injury and \$250,000 property damage.

Comprehensive Automobile Liability 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 bodily injury and \$100,000 for property damage.

Excess liability insurance in an umbrella form for excess coverages shall have a minimum of \$1,000,000 combined single limits for bodily injury and property damage for each.



### **SCOPE OF SERVICES**

#### **COMMODITY STANDARDS**

Fuel shall meet requirements for the respective ASTM specification and shall be no less than values specified below:

Unleaded Gasoline (Mid)	89 Octane (min.)
# 2 Fuel Oil	40 Cetane (min.) 15 ppm sulfur (max)
Ultra Low Sulfur Diesel	40 Cetane (min.) 15 ppm sulfur (max)

The University may exercise the right to randomly sample fuel deliveries to ensure compliance with contract specifications. Determination by Northern Kentucky University that inferior product has been delivered may invalidate the contract and will result in the vendor being liable for any resulting financial loss incurred by the University.

#### **ESTIMATED QUANTITIES**

All quantities mentioned are purely estimates, and are not to be implied or inferred as being guarantees. The University is only obligated to buy that quantity needed during the term of the contract.

<b>Unleaded Gasoline</b>	<b>- 30,000 gal./year</b>
<b># 2 Fuel Oil</b>	<b>- 5,000 gal./year (See Below)</b>
<b>Ultra Low Sulfur Diesel</b>	<b>-10,000 gal./year</b>

The University has two (2) 15,000 gallon tanks for #2 Fuel Oil that it uses to back up its main natural gas boilers. It burns approximately 15,000 gallons of this fuel, every other year, for the purpose of maintaining fresh fuel stocks in the tanks. The amount stated above may vary widely from year to year for this reason as well as any Duke Energy Natural Gas curtailments that may force the University to use the Fuel Oil backup.

The vendor must be able to provide at least 30,000 gallons of Fuel Oil every 5 to 6 calendar days, including weekends and holidays, in the event of a gas curtailment. A curtailment could start the same day it is announced, with little, if any, warning.

#### **DELIVERY REQUIREMENTS**

All deliveries will be made to Northern Kentucky University, Highland Heights campus. Delivery is to be made only upon request of the University. Under normal conditions delivery is to be made within 24 hours. If an outage occurs the response time shall be as-soon-as possible. All deliveries must be freight prepaid, FOB the University.

All deliveries are to be made to Northern Kentucky University's Highland Heights campus. Normal delivery times are to be between the hours of 7:00 a.m. and 2:30 p.m., Monday through Friday. Other delivery times may be arranged with the mutual consent of the University and the vendor.

#### **SPILLAGE**

The vendor shall be responsible for all damage and costs resulting from spillage which may occur during transit or unloading operations.

**TANK LOCATION, TYPE & CAPACITY**

<b><u>TANK LOCATION</u></b>	<b><u>FUEL TYPE</u></b>	<b><u>GALLON CAPACITY</u></b>
Central Power Plant # 1	No. 2 Fuel Oil	15,000
Central Power Plant # 2	No. 2 Fuel Oil	15,000
New Science Center	No. 2 Fuel Oil	325
Nunn Hall#2	No. 2 Fuel Oil	275
BEP Building	No. 2 Fuel Oil	275
Campbell Hall	No. 2 Fuel Oil	60
University Center	No. 2 Fuel Oil	275
Maintenance Building Generator	No. 2 Fuel Oil	875
AS & T Center	No. 2 Fuel Oil	300
Honors House (1Nunn Dr.)	No. 2 Fuel Oil	500
Transportation Services # 2	K-1 Kerosene	55
Fine Arts Print Shop	K-1 Kerosene	55
Callahan Hall	No. 2 Fuel Oil	500
Woodcrest Apts. Boiler Room	No. 2 Fuel Oil	4,000
Maintenance Building	Gasoline	5,000
Maintenance Building	Diesel	5,000
Ceramics Building	No. 2 Fuel Oil	1,000
Northern Terrace	No. 2 Fuel Oil	50
Student Union	No. 2 Fuel Oil	225

- The University is capable of accepting transport deliveries.

**SPECIAL CONDITIONS**

1. The successful bidder shall have the capability to refuel University buses at his storage facility. Anytime the University purchases motor fuel in this manner, the same method of calculation as well as differential shall apply.
2. In the event that the University adds additional delivery sites within Kenton, Campbell, and/or Boone counties, the vendor will be responsible for supplying that location under the same terms and conditions as in the original contract.
3. Modifications, additions or changes to the terms and conditions of this Invitation to Bid may be cause for rejection of your bid.
4. The vendor must be able to provide at least 30,000 gallons of Fuel Oil every 5 to 6 calendar days, including weekends and holidays, in the event of a gas curtailment. A curtailment could start the same day it is announced, with little, if any, warning.
5. An anti-gel winter additive will need to be added to the diesel fuel for six months of the year.

**FUEL PRICE ADJUSTMENT**

Fuel prices will be adjusted on a weekly basis with adjustments becoming effective at 12:01 a.m. each Monday. The price per gallon for gasoline and diesel will increase or decrease on a weekly basis based on the previous week's retail price per gallon as reported on the U.S. Energy Information Administration's website for Weekly Retail Gasoline and Diesel Prices (Dollars per Gallon, Including Taxes) for the Midwest PADD 2 Area for Regular Reformulated Areas for gasoline and Ultra Low Sulfur (15 ppm and under) for diesel (See Attachment 1).

Prices for fuel oil will also be adjusted on a weekly basis as stated above for deliveries scheduled between October of a given year through March of the following year as reported on the U.S. Energy Information Administration's website for Weekly Heating Oil and Propane Prices (October-March) for the Commonwealth of Kentucky Area (See Attachment 2).

For fuel oil deliveries scheduled between April and September of a given year pricing will be based on the average of the last six (6) month's prices as reported on the U.S. Energy Information Administration's website for Weekly Heating Oil and Propane Prices (October-March) for the Midwest (PADD 2) Area Monthly period (See Attachment 3).

**FUEL PRICE CALCULATION**

The price paid by Northern Kentucky University for gasoline, diesel, and fuel oil will be based on the retail prices as published by the U.S. Energy Information Administration as referenced above. For gasoline, pricing will be the retail price minus federal excise tax (18.4 cents/gal) as it may be adjusted, minus vendor's percentage (%) discount to equal the net effective rate. For diesel, pricing will be the retail price minus federal excise tax (24.4 cents/gal) as it may be adjusted, minus vendor's percent (%) discount/gal to equal the net effective rate. For fuel oil, pricing will be retail price as referenced above minus the vendor's percentage (%) discount to equal the net effective rate.

In all cases, the University will only pay invoices based on the net effective rates as referenced above. All other applicable taxes, fees, surcharges, charges for additives, vendor's profit and any other charges whatsoever will be included in the net effective rate. The University is exempt from local sales tax. The University is also exempt

from the federal fuel excise tax. As applicable, vendor shall supply to the University a certificate pursuant to IRS rules if it pays the federal excise tax and wishes to seek a refund of such taxes from the U.S. government (See Attachment 4).

<b>HYPOTHETICAL EXAMPLE</b>						
Fuel Type	Hypothetical Retail Price	Less Federal Excise Tax	Less Percentage % Discount	Net Effective Rate	Times Estimated Volume (gal)	Totals
Regular Unleaded	\$ 3.90	\$ 0.184	*\$ 0.075	\$ 3.641	30,000	\$ 109,230.00
ULS Diesel	\$ 4.00	\$ 0.244	*\$ 0.065	\$ 3.691	5,000	\$ 18,455.00
#2 Fuel Oil	\$ 3.75	-	*\$ 0.055	\$ 3.695	10,000	\$ 36,950.00
<b>Total</b>						<b>\$ 164,635.00</b>

\*Hypothetical only, bidder shall supply this discount number

#### **BILLING**

Vendor must submit accurate and itemized invoices supporting each transaction. The invoice must clearly state on an itemized basis, the retail price as referenced above( as published by EIA), the applicable percentage (%) discount, applicable taxes, fees, and surcharges and corresponding purchase order number. Invoices which lump unit product prices into a single unit price or are contrary to these billing instructions will be returned for correction and clarification.

In addition to accurately presenting an itemized unit price, the assurance of correct quantity of fuel purchases must also be clearly stated on the invoice. The assurance of correct billable quantity must be supported by a receiving ticket signed by the vendor's employee and authorized University employee. Additionally, the delivery ticket supporting the transaction must record the beginning and ending metered readings.

**REFERENCES**

**Bidder Qualifications:** The bidder is required to submit a list of completed projects where he has performed similar work to that specified herein.

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organization:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_  
**Project Manager assigned to this project:** \_\_\_\_\_  
**Brief Project Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NKU GENERAL SAFETY & COORDINATION REQUIREMENTS**

1. The University strives to continuously maintain both a safe and secure work environment for its students, employees, and the employees of all Contractors assigned to our campus. Therefore, it is essential the following criteria be met by all Contractors (and all their subcontractors) working at NKU.
2. **BACKGROUND CHECKS:** The Contractor shall furnish the University upon request with written documentation that verifies each of their employees working on the property of the University has cleared a background check, has no felony convictions, is not a sex offender, and has the legal right to work in the United States.
3. **DRUG-FREE WORKPLACE:** Northern Kentucky University is a drug-free and alcohol-free workplace, and all employees of Contractors and subcontractors are subject to this policy while working on University property. If there is verifiable suspicion or probable cause that an employee of the contractor or subcontractor is under the influence of drugs or alcohol, the University reserves the right to require the Contractor to have the employee tested immediately at no expense to the University. If the test results are positive the employee will be prohibited from working on University property for a period of one (1) year from the positive test, or the duration of the project, whichever is longer. The banned employee of the Contractor must pass a drug and alcohol test before working again on university property. Effective January 1st, 2014, NKU will be a tobacco free campus. The use of all tobacco products shall be prohibited in all campus buildings and outside areas on campus.
4. **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. Contractors and subcontractors are always responsible for providing and maintaining portable restroom facilities for all their workers working on the project. Contractor shall be responsible for the acts of his employees and agents while on campus. Accordingly, Contractor agrees to take all necessary measures 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 agent may cause to the campus or to the University equipment. Contractor agrees that in event of an accident of any kind on university property, Contractor will immediately notify the University's Department of Public Safety (859) 572-5770 and furnish a full written report of the accident. All Contractor employees and subcontractors shall present a neat and clean appearance while on University property, and be able to present proper identification upon request.
5. **PROJECT WORK SITE SAFETY & SECURITY:** The University does not, and will not, assume any responsibility for any tools, materials, equipment, or property belonging to the Contractor, his employees or agents, which may be lost or stolen from University property. All contractors and subcontractors are solely responsible for properly securing and protecting their tools and equipment. When working within or on top of an existing building, the Contractor shall work with the assigned University project manager in developing a strategy for securing the project work site and protecting the campus staff and community from the project work site. When working in an open area on campus, the Contractor shall provide securable barricades/fencing around the project site to protect the campus community from the dangers within the project work site. The Contractor shall maintain this project work site 24 hour a day, 7 days a week for the duration of the project.
6. **PARKING:** All Contractors and their subcontractors are required purchase a monthly parking pass from NKU at the rate of \$28.75/month, or at a daily rate of \$5.00/day. Weekly passes are also available. This will entitle workers to park at all NKU campus lots and garages, EXCEPT for faculty and staff lots which are noted accordingly. This pass also allows for parking in any of the garages if your vehicles will fit. Parking within the jobsite WILL NOT BE PERMITTED. Workers who do so will be subject to immediate towing, without warning, and at their cost. Vehicles may be parked near a worksite for reasonable times for loading and unloading, providing normal access and egress to buildings is not hindered. All workers shall park their personal vehicles in the Welcome Center parking garage, which is located just north of the Power Plant across from the Bank of Kentucky Center.
7. **GENERAL PROJECT COORDINATION:** All work and information requests by the Contractor shall be coordinated through the assigned NKU Project Manager. Any direction provided by the campus Operations & Maintenance Staff and/or the project user group shall NOT be considered official direction from the University unless authorized in writing from the assigned NKU Project Manager. Contractor will NOT be compensated for work performed without written authorization from the assigned NKU Project Manager.

8. **TEMPORARY USE OF CAMPUS UTILITIES:** As a general rule, utilities required by the Contractor to perform their work can be obtained from the University. However, the University reserves the right to require the Contractor to furnish a meter to record the usage of each provided utility for the duration of the project. For projects requiring utility metering, a deduct change order will be issued at the end of the Project to reimburse the University for the Contractor utility usage. The Contractor is responsible for determining and coordinating the procurement of any utility where the University cannot reasonably provide.
9. **CAMPUS UTILITY SHUTDOWNS:** Unless noted otherwise for a specific project, at least seven (7) calendar days notice is required for any campus utility shutdowns and/or any road/parking lot closures necessary for the Contractor to perform their work. All utility shutdowns and closures shall be coordinated with the assigned NKU Project Manager, and the University reserves the right to schedule these shutdowns and closures at night and/or on weekends to minimize disruptions to the campus community. All requests for assistance from NKU's Operations & Maintenance staff in locating existing utilities shall also be submitted to the assigned NKU project manager at least (7) calendar days in advance.

## **Bid Bond**

5% of Contract Price

**KNOW ALL MEN BY THESE PRESENTS**, that we \_\_\_\_\_ (here insert full name and address or legal title of Contractor)  
as Principal, hereinafter called the Principal, and \_\_\_\_\_ (here insert full name and address or legal title of Surety)  
a corporation duly organized under the laws of the State of Kentucky as Surety, hereinafter called  
Surety, are held and firmly bound unto **Northern Kentucky University** as Obligee, hereinafter  
called Obligee, in the sum of :  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
representing 5% of the Principal's total bid price and for the payment of which sum well and truly  
to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for \_\_\_\_\_ (Here insert full name, address and description of project)  
NOW THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified, or if no period is  
specified, within 45 days after its opening, and the Principal shall enter into a Contract with the Obligee in accordance  
with the terms of such bid, and give such bid or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and  
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and  
give such bonds or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to  
remain in full force and effect.

Signed and sealed this day of \_\_\_\_\_ 2018

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

***THIS DOCUMENT MUST BE NOTORIZED***

**This is only an example. Other forms may be used.**



**FORM OF PROPOSAL**

**BID PRICING**

The Bidder agrees to furnish all labor, materials, supplies, supervision and services required for the installation of luminescent steps at Northern Kentucky University. These services to be provided in accordance with Specifications and Contract Documents, and any duly issued Addenda for the Bid Price set forth below:

FUEL	ESTIMATED USAGE	DISCOUNT/GALLON	TOTAL
Regular Unleaded Reform. 89 Octane	30,000	\$	\$
#2 Fuel Oil	5,000	\$	\$
ULS Diesel	10,000	\$	\$
		Total	\$

This offer is for, at minimum, \_\_\_\_\_ calendar days from the date this offer is opened. In submitting the above it is expressly agreed that upon proper acceptance by Northern Kentucky University of any or all items offered, a contract shall thereby be created with respect to the items accepted.

THIS BID SUBMITTED BY:

\_\_\_\_\_  
(Name and Address of Bidder)

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

**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 \_\_\_\_\_



## PETROLEUM &amp; OTHER LIQUIDS

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## Weekly Retail Gasoline and Diesel Prices

(Dollars per Gallon, Including Taxes)

Area: Midwest (PADD 2) ▼

Period: Weekly ▼

Show Data By: <input checked="" type="radio"/> Product <input type="radio"/> Area	Graph Clear	07/16/18	07/23/18	07/30/18	08/06/18	08/13/18	08/20/18	View History
<b>Gasoline - All Grades</b>	<input type="checkbox"/>	2.851	2.793	2.821	2.828	2.803	2.785	1993-2018
All Grades - Conventional Areas	<input type="checkbox"/>	2.813	2.759	2.788	2.796	2.769	2.758	1994-2018
All Grades - Reformulated Areas	<input type="checkbox"/>	3.050	2.970	3.003	3.006	2.993	2.935	1994-2018
Regular	<input type="checkbox"/>	2.796	2.739	2.767	2.773	2.748	2.730	1992-2018
Conventional Areas	<input type="checkbox"/>	2.768	2.714	2.744	2.751	2.724	2.712	1992-2018
Reformulated Areas	<input type="checkbox"/>	2.953	2.873	2.905	2.904	2.892	2.836	1994-2018
Midgrade	<input type="checkbox"/>	3.112	3.045	3.075	3.082	3.050	3.039	1994-2018
Conventional Areas	<input type="checkbox"/>	3.054	2.988	3.024	3.030	2.995	2.998	1994-2018
Reformulated Areas	<input type="checkbox"/>	3.317	3.242	3.261	3.272	3.250	3.187	1994-2018
Premium	<input type="checkbox"/>	3.438	3.380	3.401	3.415	3.391	3.369	1994-2018
Conventional Areas	<input type="checkbox"/>	3.349	3.304	3.328	3.337	3.311	3.305	1994-2018
Reformulated Areas	<input type="checkbox"/>	3.695	3.600	3.619	3.650	3.630	3.562	1994-2018
<b>Diesel (On-Highway) - All Types</b>	<input type="checkbox"/>	3.171	3.142	3.156	3.151	3.139	3.129	1994-2018
Ultra Low Sulfur (15 ppm and Under)	<input type="checkbox"/>	3.171	3.142	3.156	3.151	3.139	3.129	2007-2018

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

**Notes:** Conventional area is any area that does not require the sale of reformulated gasoline. All types of finished motor gasoline may be sold in this area. RFG area is an ozone nonattainment area designated by the Environmental Protection Agency which requires the use of reformulated gasoline. Publication of Low Sulfur On-Highway Diesel (LSD) prices at the U.S. level was discontinued on December 8, 2008 due to a diminishing number of stations selling LSD as a result of EPA diesel fuel regulations. EIA continued to collect LSD prices from retail outlets and included them in the Diesel Average All Types price until July 26, 2010, when no more outlets reported LSD sales. Beginning July 26, 2010 publication of Ultra Low Sulfur Diesel (ULSD) price became fully represented by the Diesel Average All Types price. As of December 1, 2010 (September 1, 2006 in California), any on-highway diesel fuel sold is ULSD as mandated by EPA on-highway diesel fuel regulations. EIA did not collect weekly retail motor gasoline data between December 10, 1990 and January 14, 1991. Monthly and annual averages are simple averages of the weekly data contained therein. For months and years with incomplete weekly data series, the monthly and/or annual averages are not available. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 8/20/2018

Next Release Date: 8/27/2018



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## Attachment 2

# PETROLEUM & OTHER LIQUIDS

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## Weekly Heating Oil and Propane Prices (October - March)

(Dollars per Gallon Excluding Taxes)

Area:

Period: Weekly

Show Data By:		Graph							View History
<input checked="" type="radio"/> Data Series	<input type="radio"/> Area	Clear		02/19/18	02/26/18	03/05/18	03/12/18	03/19/18	03/26/18
Residential Heating Oil	<input type="checkbox"/>		2.506	2.520	2.508	2.484	2.428	2.460	<a href="#">1994-2018</a>
Wholesale Heating Oil	<input type="checkbox"/>		1.995	2.055	1.983	1.980	2.029	2.097	<a href="#">2013-2018</a>
Residential Propane	<input type="checkbox"/>		2.426	2.409	2.356	2.288	2.301	2.281	<a href="#">1994-2018</a>
Wholesale Propane	<input type="checkbox"/>		0.996	1.003	0.844	0.848	0.911	0.903	<a href="#">2016-2018</a>

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; **NA** = Not Available; **W** = Withheld to avoid disclosure of individual company data.

**Notes:** Weekly heating oil and propane prices are only collected during the heating season which extends from October through March. Due to updated weighting methodology, national and regional residential heating oil and propane prices from October 2009 to March 2013 have been revised since they were first published. See [Excel spreadsheet](#) for changes to published data. Values shown for the previous week may be revised to account for late submissions and corrections. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/28/2018

Next Release Date: 10/3/2018



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## Attachment 3

# PETROLEUM & OTHER LIQUIDS

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## Weekly Heating Oil and Propane Prices (October - March)

(Dollars per Gallon Excluding Taxes)

Data Series: Residential Heating Oil ▼

Period: Monthly ▼

Show Data By: <input type="radio"/> Data Series <input checked="" type="radio"/> Area	<input type="button" value="Graph"/> <input type="button" value="Clear"/>	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	View History
U.S.	<input type="checkbox"/>	2.669	2.803	2.889	3.181	3.133	3.074	<a href="#">1990-2018</a>
East Coast (PADD 1)	<input type="checkbox"/>	2.672	2.807	2.895	3.189	3.141	3.084	<a href="#">1990-2018</a>
New England (PADD 1A)	<input type="checkbox"/>	2.580	2.731	2.831	3.158	3.103	3.041	<a href="#">1990-2018</a>
Central Atlantic (PADD 1B)	<input type="checkbox"/>	2.761	2.881	2.960	3.225	3.182	3.129	<a href="#">1990-2018</a>
Lower Atlantic (PADD 1C)	<input type="checkbox"/>	2.530	2.593	2.647	2.784	2.830	2.767	<a href="#">1990-2018</a>
Midwest (PADD 2)	<input type="checkbox"/>	2.475	2.605	2.586	2.733	2.685	2.568	<a href="#">1990-2018</a>

Click on the source key icon to learn how to download series into Excel, or to embed a chart or map on your website.

- = No Data Reported; -- = Not Applicable; NA = Not Available; W = Withheld to avoid disclosure of individual company data.

**Notes:** Weekly heating oil and propane prices are only collected during the heating season which extends from October through March. Due to updated weighting methodology, national and regional residential heating oil and propane prices from October 2009 to March 2013 have been revised since they were first published. See [Excel spreadsheet](#) for changes to published data. Values shown for the previous week may be revised to account for late submissions and corrections. See Definitions, Sources, and Notes link above for more information on this table.

Release Date: 3/28/2018

Next Release Date: 10/3/2018



# Fuel Tax Exemptions for Government Entities

## Fuel Tax Exemptions for Government Entities

Generally, federal excise taxes are imposed on taxable fuels, (i.e., gasoline, kerosene, and diesel), when removed from a taxable fuel terminal. Federal law provides a fuel excise tax exemption for the sale of any liquid used as a fuel in a motor vehicle, motorboat, or aircraft for the exclusive use of any state, or any political subdivision of a governmental entity, or the District of Columbia. This fuel excise tax exemption does not include Leaking Underground Storage Tank (LUST) tax.

A local government includes any political subdivision of a state. An Indian tribal government is treated as a state only if the fuel is used in an activity that involves the exercise of an essential tribal government function. **(Note:** The American Red Cross is treated as a state for fuel excise tax exemption purposes.)

To qualify for tax-free treatment, a government entity must purchase the fuel for its own exclusive use. A resale of taxable fuel from one governmental entity to a second governmental entity, for its own exclusive use, is permissible. A sale from a governmental entity to a nonprofit education organization, other than the American Red Cross, does not qualify as exclusive use by a government.

The evidence required for a governmental entity tax-free sale is a certificate, executed and signed by an officer or employee authorized by the governmental entity to execute and sign the certificate. In cases where it is impracticable to furnish a separate certificate, due to purchase frequency, a certificate covering orders between specific dates (not to exceed one year) is acceptable. The certificates and proper records of invoices, orders, etc., relative to tax-free sales must be retained by the fuel distributor (ultimate vendor) and credit card issuer.

In general, a fuel distributor (ultimate vendor) sells taxable fuel tax-free to a governmental entity and submits a claim for refund of the fuel excise tax, if they paid federal excise tax on the fuel, have not collected the federal excise tax from the governmental entity, and are registered under Internal Revenue Code section 4101.

In the case where a fuel card (credit card) is issued to a governmental entity for use in purchasing tax exempt fuel, the person extending the credit (credit card issuer) to the governmental entity is entitled to the fuel excise tax refund, if the credit card issuer:

- 1) Is registered under section 4101,
- 2) Has established that the amount of tax has not been collected from the person who purchased the diesel fuel or kerosene, or has obtained written consent from the ultimate purchaser to the allowance of the credit or refund, and
- 3) Has repaid or agreed to repay the amount of the tax to the ultimate vendor, has obtained the written consent of the ultimate vendor to the allowance of the credit or refund, or has made arrangements that provide the ultimate vendor with reimbursement of the tax.

If the credit card issuer fails to meet the above requirements, the law limits the claim to the governmental entity (ultimate purchaser). In this case, the credit card issuer must collect the tax from the governmental entity and only the governmental entity may make the claim.

As noted above, to purchase tax-free fuel, a certificate, (model M for gasoline and Model P for diesel and kerosene; see [Publication 510](#)), must be executed and retained by the fuel distributor or credit card issuer.

**Note:** Generally, a governmental entity cannot submit a fuel excise tax claim for refund of diesel fuel, kerosene, kerosene for use in aviation, gasoline, or aviation gasoline, unless the purchase was made with a fuel credit card.

In summary, claims may only be filed as follows:

- 1) By the registered credit card issuer if the governmental entity or local government (or nonprofit educational organization if applicable) used a credit card and the credit card issuer meets the requirements.
- 2) By the registered ultimate vendor if the ultimate purchaser did not use a credit card and the ultimate vendor meets the requirements.
- 3) By the ultimate purchaser if the ultimate purchaser used a credit card and the credit card issuer is not eligible to make the claim, nor can the registered ultimate vendor make the claim.

Governmental entities should exercise care in the purchase of fuel to ensure that the fuel supplier or credit card issuer meets the necessary requirements to process tax exempt transactions.

Additional Information on motor fuel excise tax and fuel credits is provided in [Publication 510](#), Excise Taxes and Form 8849, Claim for Refund of Excise Taxes ([Schedule 2](#), Sales by Registered Ultimate Vendors).

*Page Last Reviewed or Updated: 16-Jan-2018*