Invitation for Bid

NS-26-12

Printing University Catalogue

INVITATION TO BID Issued       December 20th, 2011

BIDS DUE                      January 11th, 2012 at 2 pm

Northern Kentucky University
Procurement Services

Jeff Strunk, CPPO
Director
617 Lucas Administrative Center
Highland Heights, KY  41099
PROJECT TIMETABLE

INVITATION TO BID Issued December 20\textsuperscript{th}, 2011
BIDS DUE Monday, January 11\textsuperscript{th}, 2012 at 2:00 pm EDT
Contract Effective February 1\textsuperscript{st}, 2012

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.

Multiple awards may be made to companies by section if in the best interest of the University.

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
BASE PRICE (350 pages plus cover, 4,000 copies; 4 color cover, black & white inside pages) $_______________

Additional eight pages based on 4,000 copies $_______________

Additional 1,000 copies (based on 350 pages) $_______________

Credit for 1,000 fewer copies (based on 350 pages) $_______________

Color Image: Price per each $_______________

ALTERATION CHARGES:

Per each page affected $_______________

BIDDER GUARANTEES DELIVERY OF PROOFS___________CALENDAR

DAYS AFTER RECEIPT OF COPY AND DELIVERY___________CALENDAR

DAYS AFTER RECEIPT OF APPROVED PROOFS.
PRINTING UNIVERSITY CATALOGUE
INVITATION FOR BID, NS-26-12
PRINTING SPECIFICATIONS:
NORTHERN KENTUCKY UNIVERSITY UNDERGRADUATE CATALOG

BID SPECS: Bidders are cautioned to follow instructions herein, and to observe all specifications in submitting bids. Failure to observe the specifications will cause the bid to be rejected. Conditional bids will not be considered.

FINISHED SIZE: 8.5” x 11”

# OF PAGES: 350 pages + cover

QUANTITY: 4,000 finished catalog books. (Acceptable delivery + 2% or -2%)
*Include estimate for each additional 1,000 copies for a 350 page book.

PAPER STOCK: 1. Cover: 80# Mirage Satin Cover
2. Interior Pages: 35# Manistique 80 bright
If an alternate paper stock is offered, bidders must submit samples indicating recycled paper content with their bid.


BINDING: Perfect bound (adhesive bound), flush trimmed 3 sides

SUBMISSION: 1. covers: Adobe InDesign CS 2(Macintosh) file, fonts, and linked graphics provided on CD-R, with a color dummy. Vendor will provide color Trapping and page imposition.
2. interior pages: FrameMaker 6.0 (windows/PC) file provided on CD-R.

IMAGING: The University will provide hi-res CMYK digital images which may require color-correcting for press upon request. Do not include imaging costs in base bid. Instead, provide costs per image.

PROOFS: 1. cover: composite color proof, per vendor recommendation.
2. interior pages: Blueline
Bidder guarantees delivery of proofs seven (7) calendar days after receipt of copy/files/art.

DELIVERY: F.O.B. Northern Kentucky University, freight prepaid and Allowed, to be received at Central Receiving, Highland Heights, KY. Bidder guarantees delivery twenty-one (21) calendar days after receipt of approved proofs.

PACKAGING: Boxes must weigh no more than 20 lbs each.
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

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<tr>
<th>KRS VIOLATION</th>
<th>DATE</th>
<th>STATE AGENCY</th>
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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: _________________________________________________________________

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: ______________________