

**Northern Kentucky University
Procurement Services
ITB #15-19**

**ITB
For
NKU Magazine**



January 24, 2019

Bid NO: NKU-15-19
Issue Date: 01/24/2019
Title: NKU Magazine
Purchasing Officer: Jennifer Moeves
Phone: 859.572.5266

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: 02/20/19 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://inside.nku.edu/procurement/policies/terms-and-conditions.html> apply to this Invitation to Bid.
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 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 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.

DELIVERY TIME:	NAME OF COMPANY:	DUNS #
PROPOSAL FIRM THROUGH:	ADDRESS:	Phone/Fax:
PAYMENT TERMS:	CITY, STATE & ZIP CODE:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED	TYPED OR PRINTED NAME:	WEB ADDRESS:
FEDERAL EMPLOYER ID NO.:	SIGNATURE:	DATE:

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF WORK:

Northern Kentucky University is soliciting bids for the printing of NKU Magazine.

PROJECT TIMETABLE:

Invitation for Bid Issued	01/24/2019
Last Date for Questions	02/06/2019 @ by Noon
BIDS DUE	02/20/2019 @ 2:00 PM EST

BONDS:

Bonds will not be required for this project

INSURANCE:

Insurance will not be required for this project

TERM OF CONTRACT

The term of this Contract will be for two (2) years, with four (4), six (6) month renewals

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:

Jennifer Moeves
Buyer, 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 Jennifer Moeves, Procurement Services: moevesj2@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-15-19
NKU Magazine

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

Special Conditions to Proposers

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://inside.nku.edu/procurement/policies/terms-and-conditions.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.

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

COMPLETION DATES

It is understood and agreed that time is of the essence. The Contractor will efficiently, diligently, and expeditiously conduct the work in a manner that will satisfy compliance with approved project schedules and completion by the completion date appearing in the body of this bid.

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).

Specifications

- Bidders should include three (3) samples of magazine-style products where similar specs have been used.
- The finished size of the magazine is 8 3/8" X 10 7/8"
- 32 pages plus cover
- 57,000 finished magazines per issue. Acceptable delivery +2% or -2%. (Please give an estimate for each additional 1,000 and less 1,000 magazines). Two (2) issues per year. Occasional special supplement
- Bidders shall give pricing in the form of proposal section for: Cover 7pt Sterling Matte (R), interior: 70lb Sterling Matte (R). The university will consider alternate paper stock, however the recycled content shall be no less than 50% recovered paper material of which no less than 10% is post-consumer waste. (Per 220 KAR 5:330 & KRS 45A.510). Please provide samples. Matte paper stock is preferred.
- Additional consideration shall be given to bidders who can provide 100% recycled material, while minimizing the cost of upgrade.
- Bidders print facilities should be located within a 25-mile radius of Northern Kentucky University, 1 Nunn Drive, Highland Heights, KY 41099.
- 4-color process, full bleed. (Non-toxic, soy/vegetable-based ink.) Satin-finish varnish or aqueous coating on outside cover only (may be spot or flood).
- Images provided as hi-res CMYK in layout files. Vendor may be asked to provide color correction. Do not include imaging estimates in base bid. Instead, provide per image costs for color corrections.
- Finish: Score cover, saddle stitch, trim.
- NKU will submit Adobe InDesign (Macintosh) file, fonts, and linked graphics and provide color dummy. Vendor will provide color trapping and page imposition.
- 1 composite color proof (per vendor recommendation) should be included in the base price bid. Please indicate the cost of additional color proofs separately. Bidder guarantees delivery of proofs no later than seven (7) calendar days after receipt of camera-ready art.
- Bidder guarantees completion of print production no later than twenty (20) calendar days after receipt of approved proofs.
- In-line inkjet labeling and bar code for 46,000 copies/addresses, pre-sort for USPS discounts, and run bar code/zip code correction. Sort, bundle, bag and/or palletize and deliver to local post office. Bidder guarantees that finished magazines will be in the mail stream no later than three (3) business days after completion of print production.
- Remaining magazines bulk packed and shipped F.O.B. Northern Kentucky University, freight prepaid and allowed, to be received at NKU Central Receiving, Highland Heights, KY 41099. Boxes must each weigh no more than 20 lbs.
- In the case of customer-requested text/layout alterations, bidder will provide statement of added charges, indicating additional charges per page. NKU will not accept responsibility for vendor error.
- Please provide estimate for envelope tip-in for ONE issue, only, printed and inserted by vendor. Envelope would be a standard single-color, self-adhesive, no. 9 REMITTANCE envelope (3 7/8" X 8 7/8") Do not include envelope tip-in estimates in base bid, instead, price individually.

Proposal

Make & Manufacturer of Paper Stock _____

Advantages if other than Sterling Matte? _____

Amount of Recycled Material _____%

*Please include samples of additional paper stock

Base Price: \$_____ 57,000 - 32+cover - price includes production costs, 1 color proof

\$_____ each additional 1,000 magazines

\$_____ less 1,000 magazines

Additional: \$_____ additional color correction for buyer-submitted digital images
(please indicate each or hourly)

\$_____ additional charge for customer-requested text/layout alterations (hourly)

\$_____ additional color proofs (each)

\$_____ no. 9 remittance envelope tip-in (per issue)

BIDDER GUARANTEES DELIVERY OF PROOFS _____ CALENDAR DAYS AFTER SUBMITTED ART RECEIVED

RECEIPT OF COPY AND DELIVERY _____ CALENDAR DAYS AFTER RECEIPT OF APPROVED PROOFS

References

Bidder Qualifications: The bidder is required to submit a list of completed projects where similar work has been performed.

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: _____
