

**REQUEST FOR PROPOSALS**

**NKU-13-2021**



**NKU Full Printing Services**

**03/25/2021**

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

**Proposal NO:** NKU-13-2021  
**Issue Date:** 03/25/2021  
**Purchasing Officer:** Holly C. Vasquez  
**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: 04/08/2021 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 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 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.

<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>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 NOTORIZED***

## 2.0 **GENERAL OVERVIEW**

### 2.1 **Intent and Scope**

This Request for Proposals is to establish **Price Contract(s) for Full-Service Printing** for Northern Kentucky University in Highland Heights, Kentucky. The resultant contract(s) will establish full-service printing from qualified and experienced companies to provide graphic design, typesetting, printing, proofs, binding, proofing, forms, specialty services, and customer service support representative(s) dedicated to the University's print needs.

It is the University's intent to award multiple contracts from this Request for Proposal, and we reserve the right to offer no contracts.

Offerors must provide pricing on all sections and items in this solicitation. No area should be left blank. For items that are no cost, Offerors must enter a "0 ". Any section or blank not completed will be considered free and at no-charge to the University.

Successful contactor(s) will serve as "one-stop" shops providing all required full-service print needs of the University whether they be provided in-house or via a sub-contracting structure. Contract awardees are fully and solely responsible to the University for all products and services provided through their contract.

This Request for Proposals does not include newsprint, the NKU Magazine, or non-printing Public Relations/Advertising, and any other items the University may deem as non-appropriate.

### 2.2 **Background Information**

The University closed their full service print shop in 2016 but does maintain a copy center for daily copying needs including smaller quantity digital color printing and basic bindery services.

Prior to the pandemic, estimated expenditures for all print purchases by the University ranged from \$250,000 to \$350,000 annually.

### 2.3 **University Information**

#### **BRIEF DESCRIPTION OF THE UNIVERSITY**

Northern Kentucky University (NKU) is a public university founded in 1968, located in Highland Heights, Kentucky, and part of the Cincinnati Metropolitan Region. It serves 14,500 students, of which about 85% are undergraduates. Students come from 40 states and 54 countries. NKU offers 90 bachelor's degrees, two associate degrees, 24 graduate programs, one Juris Doctor, a Doctor of Education in Educational Leadership and a Doctor of Nursing Practice degree as well as 17 Division I Athletic teams.

The university is served by more than 2,600 employees and over 72,000 alumni, NKU is known for its public engagement work and has close ties to the business, government, and non-profit entities in the region as well as to the region's P-12 and post-secondary schools.

**Our Mission**

Northern Kentucky University delivers innovative, student-centered education and engages in impactful scholarly and creative endeavors, all of which empower our graduates to have fulfilling careers and meaningful lives while contributing to the economic, civic, and social vitality of the region.

**Our Vision**

NKU will be nationally recognized for being a student-ready, regionally-engaged university that empowers diverse learners for economic and social mobility.

**Our Core Values**

We will promote a culture that fosters and celebrates excellence in all that we do.

- We will engage in honest, fair, and ethical behavior with integrity at the heart of every decision and action.
- We will foster a community of belonging by embracing equity, diversity, and inclusiveness.
- We will approach our work—how we teach, engage and serve—with creativity and innovation.
- We will maintain a climate of collegiality built on respect and characterized by open communication and shared responsibility.

Through our **Success by Design strategic framework**, NKU is committed to advancing student success aligned with the needs of the region through providing access to all individuals seeking higher education, removing barriers to help students complete their higher education goals, and preparing students for productive careers and community engagement.

Additional information regarding Northern Kentucky University can be found at <https://nku.edu/about.html>

**3.0 PROPOSAL REQUIREMENTS**

**3.1 Key Event Dates**

Release of RFP	March 25, 2021
Deadline for Written Questions @ 12:00 p.m. on	April 1, 2021
<b>RFP Proposals Due Date by 2:00 EST</b>	<b>April 8, 2021</b>

### **3.2 Offeror Communication**

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror's firm, each Offeror who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
- E-mail address of primary contact
- Additional contact persons with same information provided as primary contact

This information shall be transmitted e-mail to: -

Holly C. Vasquez, Manager Procurement Services  
Northern Kentucky University  
617 Lucas Administration Center  
Highland Heights, KY 41076  
Phone: (859) 572-5171  
Fax: (859) 572-6995

E-mail: [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu)

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

### **3.3 Pre-Proposal Conference**

No Pre-Proposal Conference is planned for this RFP.

### **3.4 Offeror Presentations**

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee.

### **3.5 Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.



Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP is available through the Northern Kentucky University Procurement Services Website: [www.nkuplanroom.com](http://www.nkuplanroom.com)

Click on: **Purchasing & Job name: NKU-13-2021 Full Service Printing**

### **3.6 Proposed Deviations from the Request for Proposal**

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the Transmittal Letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

**Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

### **3.7 Proposal Submission and Deadline**

Please submit proposal via email:

**Note: Due to the current situation with COVID -19, we are asking that all bids be submitted electronically to [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu) by the time and date specified.**

**Either a PDF or a link such as DropBox, Microsoft One Drive, Google Drive, etc. is acceptable. Bids received after the closing date and time will not be considered.**

#### **Holly C Vasquez**

Manager, Procurement Services  
Lucas Administrative Center, Suite 617  
1 Nunn Drive  
Northern Kentucky University  
Highland Heights, KY 41099  
[vasquezh1@nku.edu](mailto:vasquezh1@nku.edu)

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

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

### **3.8 Modification or Withdrawal of Offer**

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

### **3.9 Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. Further, the University reserves the right to make a single award, split awards, make multiple awards or no award, whichever is in the best interest of the University.

### **3.10 Rejection**

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror's liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.

### **3.11 Addenda**

Any addenda or instructions issued by the Purchasing Agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

### **3.12 Disclosure of Offeror's Response**

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Agency will not disclose any portions of the proposals prior to contract award to anyone outside Procurement Services, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part,

the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### **3.13 Restrictions on Communications with University Staff**

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP with any University administrator, faculty, staff, or members of the Board of Regents except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University representatives during Offeror presentations.

If violation of this provision occurs, the University reserves the right to reject the Offeror's proposal.

### **3.14 Cost of Preparing Proposal**

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. Northern Kentucky University will provide no reimbursement for such costs.

### **3.15 Disposition of Proposals**

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

### **3.16 Alternate Proposals**

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

### **3.17 Questions**

All questions should be submitted by email to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

**3.18 Section Titles in the RFP**

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

**3.19 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

**3.20 Proposal Addenda and Rules for Withdrawal**

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Office, signed by the Offeror. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.

**3.20 Foreign Corporations**

- A. 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.
- B. 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.
- C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

**3.22 Occupational License**

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 859.292.3884 or log onto: <http://www.campbellcountyky.org/home/services/occupational-license.htm>.

#### **4.0 PROPOSAL FORMAT AND CONTENT**

##### **4.1 Proposal Information and Criteria**

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form. ( Page 2)
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

##### **4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form**

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

##### **4.3 Transmittal Letter**

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

- a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.
- b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

- c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
- e) A statement that identifies the Confidential Information as described in Section 6.23 Confidentiality.

**Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.**

#### **4.4 Executive Summary and Proposal Overview**

The Executive Summary and Proposal Overview shall condense and highlight the contents of the proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

#### **4.5 Criteria 1 - Offeror Qualifications**

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative of your firm including the products/services you offer, firm history, scope of present customer base, number of employees, numbers of years in business, etc.
2. Provide information (bio, background, etc.) on the account representative(s) that would service the University account. Describe the company structure in which the account representative(s) work and how it operates to service the University's needs. Provide an organizational chart of your company including individuals other than Account Executive who will be responsible for the University's account and provision of related services as requested.
3. Describe the physical location of your office and the facility that will service the University's needs. What is the physical address of your main facility and approximate distance from Northern Kentucky University's campus? Does your company have multiple or split locations? If so, provide address and individual services conducted at each.
4. Describe past sales or services that your company has provided to clients that are similar to the items requested in this RFP. Have you provided similar products or services to public service clients, educational institutions, and/or HealthCare clients?

5. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default, including the other parties' name, address, and phone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.
6. Describe other qualifications your firm offers that may be beneficial to the University for evaluation purposes of this RFP.

#### **4.6 Criteria 2 – Services Defined**

The purpose of the Services Defined section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

Reference Section 7 for all Services Defined.

#### **4.7 Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0.

#### **4.8 Criteria 4 - Evidence of Successful Performance and Implementation Schedule**

The purpose of the Evidence of Successful Performance and Implementation Schedule section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. If awarded a contract, describe what steps you would take (along with a timeline) to initially engage with the University on their printing needs and ordering (through delivery) processes.
2. Provide name and contact information for a minimum of three (3) references for whom you have provided products and/or services similar to the items in this RFP. By providing the reference information, Offeror permits the University to contact the references.

#### **4.9 Criteria 5 - Other Additional Information**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.

#### **5.0 EVALUATION CRITERIA PROCESS**

The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the Contract to the responsible Offeror whose proposal are determined to be advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

##### **Primary Criteria**

- Offeror Qualifications, including customer service
- Services and Timelines Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation



**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Offeror's response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.

**6.0 SPECIAL CONDITIONS****6.1 Contract Term**

The contract(s) resulting from this RFP shall be effective upon the date of the approving signatures for an initial five year term, and is renewable for up to five (5) additional one-year renewal periods. The total contract period will not exceed ten (10) years. Annual renewal shall be contingent upon the University's satisfaction with the services performed.

**6.2 Effective Date**

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals, including the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

**6.3 Competitive Negotiation**

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Agency. All information-received prior to the cut-off time will be considered part of the Offeror's Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

**6.4 Appearance Before Committee**

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

**6.5 Additions, Deletions or Contract Changes**

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Procurement Services, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

**6.6 Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

**6.7 Entire Agreement**

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror's response accepted by the University shall be the entire agreement between the parties.

**6.8 Governing Law**

Contractor 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 Property 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 County Circuit Court in Accordance with KRS 45A-245.

## **6.9 Termination for Convenience**

Northern Kentucky University, Procurement Services, reserves the right to terminate the resulting contract without cause with a thirty (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).

## **6.10 Termination for Non-Performance**

### **Default**

The Director of Procurement Services may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to meet deadlines, and failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

### **Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University’s satisfaction within ten (10) calendar days, the Director of Procurement Services may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

**6.11 Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days written notice of termination under this provision.

**6.12 Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

**6.13 Assignment**

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.

**6.14 Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

**6.15 Attorneys' Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation.

**6.16 Patents, Copyrights and Trademarks**

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

**6.17 Indemnification**

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor’s response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

**6.18 Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverage’s insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

<b><u>COVERAGES</u></b>	<b><u>LIMITS</u></b>
<b>Workers’ Compensation</b>	<b>Statutory Requirements (Kentucky)</b>
<b>Employer’s Liability</b>	<b>\$500,000/\$500,000/\$500,000</b>
<b>Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.</b>	<b>\$1,000,000 each occurrence (BI &amp; PD combined) \$2,000,000 Products and Completed Operations Aggregate</b>
<b>Business Automobile Liability, covering owned, leased, or non-owned autos</b>	<b>\$1,000,000 each occurrence (BI &amp; PD combined)</b>
<b>Printer Errors and Omissions</b>	<b>\$1,000,000 each occurrence</b>

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverage’s and limits to the Northern Kentucky University Procurement Services. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers’ Compensation, in favor of the University, its trustees and employees.

**6.19 Method of Award**

It is the intent of the University to award a contract to the qualified Offeror(s) whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, service, cost and other factors considered.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

**6.20 Reciprocal Preference**

In accordance with KRS 45A.494, a resident Offeror of the Commonwealth of Kentucky shall be given a preference against a nonresident Offeror. In evaluating proposals, the University will apply a reciprocal preference against an Offeror submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident Offeror. Residency and non-residency shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Offeror claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set forth in the above reference statute.

**6.21 Reports and Auditing**

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Records or other information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided by the Kentucky Open Records Act. Additionally, the contractor recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act.

**6.22 Confidentiality**

The University recognizes an Offeror's possible interest in preserving selected information and data included in the proposal; however the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae, and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the Offeror to be proprietary or confidential, either whole or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each Offeror's information claimed to be confidentiality and, in consultation with the Offeror if needed, make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

### **6.23 Conflict of Interest**

This Request for Proposal and any resulting contract is subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and Northern Kentucky University's Ethical Principles and Code of Conduct <http://ethics.nku.edu/code.html> When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University Purchasing Officer identified in this Request for Proposal.

### **6.24 Extending Contract**

The Offeror's response to this RFP must state whether or not the Offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

### **6.25 Personal Service Contract Policies**

Personal Service Contract (PSC) non applicable to this RFP.



**6.26 Copyright Ownership and Title to Designs and Copy**

Contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to, and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

**6.27 University Graphic Standards**

The Contractor must adhere to all Northern Kentucky University Brand Guidelines. University Brand Guidelines are maintained by the Marketing & Communications office and can be viewed at <http://brand.nku.edu>. Non-adherence to the guidelines can have a penalty up to and including contract cancellation. Only the Assistant Vice President, Marketing & Communications or designee can approve exceptions to the brand guidelines.

Brand guidelines for NKU Athletics are part of the University brand guidelines and can be found at <http://brand.nku.edu>.

The successful contractor is responsible for ensuring all publications produced by their company for the University meet the University's brand guidelines even if the materials are provided in ready-to-print fashion. In the event ready-to-print materials provided do not meet the University's guidelines, the successful printer shall refuse to print the job, and/or if needed, work with the University to modify the materials to meet the brand guidelines prior to production. The successful contractor also completes color matching ahead of University projects.

**6.28 Printing Statutes**

The Purchase of Printing Services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically all Printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by Procurement Services. Offeror responsiveness will be adjudged solely by the evaluation committee for this RFP based on the requirements, terms, and conditions within.



**6.29 Damaged or Inferior Material**

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, Procurement Services in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University's cost for all material found unacceptable.

**6.30 Contractor Representation**

Successful contractor(s) must have assigned customer service representative(s) available to Northern Kentucky University. The representative(s) will be responsible for meeting with the Director of Specialty Printing on-site at Northern Kentucky University, assisting in all aspects of design (if needed), print and bindery services, the overall quality of each order, and deadlines. The representative(s) will have the responsibility to call on the Director of Specialty Printing to resolve invoice discrepancies and other problems that may occur. The representative(s) must be available to the Director of Specialty Printing through local, toll-free or collect telephone calling, email, and fax, as well as meetings when necessary with the University's Procurement Services. This representative(s) will also be required to arrange for transportation of copy, proofs, samples and any other material as required to manufacture orders under this contract. The above responsibilities will be on an as-needed basis unless otherwise specified.

**6.32 Site Review**

As part of the evaluation process the University may request an on-site review and tour of Offeror's plant and facilities. The Offeror agrees to facilitate the tour at the University's request.

**6.33 Options to Secure Bids**

Northern Kentucky University reserves the right to secure bids on the open market for any printing service(s) deemed appropriate.

**6.34 Definition of Products Under the Resultant Contract(s)**

The price contract(s) resulting from this Request for Proposals shall be products and services related to full-service printing, including (occasional) graphic design, typesetting, printing, proofs, binding, forms, business cards, letterhead, envelopes, direct mail, posters, banners, specialty services, etc.

### 6.35 **Recycled Content of Paper**

All paper will be supplied by the successful contractor(s) at a cost no greater than contractor cost plus 3% (percent) handling fee.

Recycled paper must be used for all Northern Kentucky University printing services in accordance with Kentucky Revised Statutes 45A.500A through 45A.540A and Kentucky Administrative Regulations 200 KAR 5:330.

Minimum Recycled Content shall be as follows:

(1) Xerographic paper (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(2) Carbonless printing paper (all sizes and colors) shall contain thirty (30) percent recovered paper material.

(3) Flat sheet printing papers.

(a) Paper, offset and opaque (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(b) Paper, text (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(c) Paper, parchtex (all sizes and colors) shall contain fifty (50) percent recovered paper material of which fifteen (15) percent shall be post consumer waste.

(d) Paper, cover, antique or wove or text (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(e) Paper, index (all sizes and colors) shall contain fifty (50) percent recovered paper material of which twenty (20) percent shall be post consumer waste.

(4) Business papers

(a) Paper shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(b) Paper shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(c) Paper, rag bond (all sizes) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(d) Paper, sulfite bond (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

Pad backing (all types and sizes) shall contain ninety (90) percent recovered material.

White House Executive Order

(i) promote sustainable acquisition and procurement by ensuring that each of the following environmental performance and sustainability factors are included to the maximum extent practicable for all applicable procurements in the planning, award, and execution phases of the acquisition by:

(v) reducing copier and printing paper use and acquiring uncoated printing and writing paper containing at least 30 percent postconsumer recycled content or higher as designated by future instruction under section 4(e) of this order;

Standard stock must be housed by the vendor.

#### **6.36 Overruns and Underruns**

Upon award of a contract, the successful contractor(s) understands that under-runs must not exceed 10% and over-runs must not exceed 10%. Successful contractor(s) will bill for actual quantities delivered within this tolerance. Full count requested is always expected for each printing job produced.

#### **6.37 Work Performed on Overtime**

The successful contractor(s) may not charge overtime for any work performed in connection with a resultant price contract without specific prior written approval from the Northern Kentucky University Purchasing Division.

#### **6.38 Cost Estimates**

The Customer Service Representative must provide cost estimates as required by the department. These estimates shall not be considered as an order. Estimates shall be in accordance with the contract prices. Customer inquiries and requests for estimates shall be accepted by successful contractor(s) via phone, email, fax, or a Northern Kentucky University Specialty Printing order form. Successful contractor must have a signed estimate and approved proof before any order is to be accepted or scheduled for production.

At some point during the life of the resultant contract, the University may request successful contractors to standardize their estimating practices in accordance with the University's business processes. The contractor agrees, if requested by the University, to standardize their printing estimate practices to meet the University's needs.

#### **6.39 Proofs**

Proofs will be required on all purchases of printing services. Successful contractor(s) must have proof approval in form of an authorized signature from the Director of Specialty Printing and/or the end-using department prior to beginning production on any job.

**6.40 Schedule**

Each cost estimate prepared for a departmental printing purchase must have a firm delivery time indicated. The department must agree, by signature on the cost estimate, that the delivery time stated is acceptable.

For any order which exceeds the agreed upon delivery time, the ordering department must be notified and agree in writing to the extended delivery time. Any orders which exceed the agreed upon delivery time or do not have an extended delivery time as agreed to by the department, are subject to cancellation and non-payment. In such incidents, the University will not be liable for any charges.

Some orders, including the commencement program, are time sensitive and require last minute production due to internal processes which require final sign off for graduation candidacy. The successful contractor will work with the Director of Specialty Printing to accommodate these last minute, highly visible, high volume needs.

**6.41 Order Procedures, Placement, and Tracking**

All contract items will be ordered through a representative from the Office of Marketing and Communications of Northern Kentucky University. Successful contractor(s) must have an electronic or manual job order form and tracking system for use with University order placement. Offerors must include with their submission a sample job order form and a description of their tracking system. The job order form must include, as a minimum, the following information:

- Job order number
- Department name
- Complete address
- Contact/ordering person
- Delivery time/location
- SAP account number(s) of the department (Reference section below regarding reporting requirement. This internal accounting information is used for University reporting purposes only. The SAP account number information is not used for payment purposes.)
- Description of item(s) ordered
- Quantity ordered
- Contract pricing information

**6.42 Pickup and Delivery**

There shall be no separate charges for pickup or delivery of copy, proofs, estimates, paper or any other material required to produce an order.

All items will be shipped F.O.B. Destination – Prepaid and Allowed to the Northern Kentucky University in Highland Heights, Kentucky and any related points within Campbell County and contiguous counties thereof. All freight costs and materials in transit will be the responsibility of the contractor. Any freight claims will be the responsibility of the contractor. All items will be shipped

F.O.B. Destination – Prepaid and Allowed to Northern Kentucky University. All freight costs and materials in transit will be the responsibility of the contractor. Any freight claims will be the responsibility of the contractor.

#### **6.43 Damaged or Inferior Material**

All damaged shipments or inferior material will be rejected by the University and immediate notification will be given to the contractor. Any rejection of delivery for damaged or interior materials by the University must be replaced by the contractor within ten (10) working days.

#### **6.44 Parking Permit**

Awarded contractors may purchase a vendor parking permit at their discretion for company vehicles. Any permit fees are responsibility of the contractor. Comprehensive information regarding parking permits for vendors can be found on the Parking website at:  
<http://parking.nku.edu/content/dam/parking/Documents/rules-and-regs-160128.pdf>)

Vendors are subject to all parking guidelines as outlined on the above website.

#### **6.45 Invoicing and Payment Procedures**

Payment for printing services shall be made with one of the following methods below. It shall be the responsibility of the ordering department, in conjunction with University Business Procedures and Purchasing Division policy, to establish the correct payment method.

1. Payment via departmental procurement card. This is the preferred, although not exclusive, method for small-dollar purchases.
2. Payment via University purchase order as issued by Procurement Services.

No other methods of payments shall be accepted by the successful contractor(s). Under no circumstance shall payments be made from the University directly to subcontractors.

Payment will be made to successful contractor(s) as each shipment is completed and invoiced. Under no circumstances are payments against University procurement cards to be charged until job is completed, delivered and accepted in good condition by the department. Northern Kentucky University will issue payment only at satisfactory completion and delivery of an order. All invoices must be mailed to the address as specified on the purchase order or approved estimate form and must reference the following:

1. Job Order Number
2. Purchase order number or reference to payment via departmental procurement card
3. Ship To Address
4. Description of items purchased with quantities.
5. Prices as stipulated by contract

Random audits of invoices to ensure billing consistency with contract pricing may be conducted by Procurement Services.

The successful contractor(s) accepts responsibility for invoicing at the contract prices and in the units of measure as identified in the price contract.

Contractor may not quote or charge more than their contract prices. Contractor is not prohibited from charging less than their contract rates or providing items at no cost.

All work under the contract that is performed by subcontractors must comply with the contract established rates (or lower).

Failure by the successful contractor(s) to provide correct invoices can delay payment and may result in probation or termination of contract.

#### **6.46 Reporting**

Procurement Services reserves the right to request reports on an as-needed basis with regard to the resulting price contract(s). The information to be included in the reports will be for each order provided to the University, and is to include, but may not be limited to, the following items:

1. Name/Description of Job
2. Job Ticket Number

3. Name of Department
4. Cost of Job
5. Date of completion (delivery)
6. Quantity ordered
7. Total of all NKU jobs for the Quarter

#### **6.47 Subcontractors**

In the event Offeror(s) chooses to subcontract, the awarded contractor(s) will remain responsible for all work performed by subcontractor, including quality of work, scheduling and final billing. Offerors are to identify within their proposal any and all subcontractors that may be utilized in fulfilling products and services against resultant price contract and their intended function or service (Reference Attachment C). Failure to comply with this requirement may result in rejection of proposal.

Upon contract award the successful contractor(s) using a subcontractor not stated in the contract award must submit the new subcontractor to Procurement Services for approval prior to using the new subcontractor. Failure to comply with this requirement may result in termination of price contract. In keeping with Conflict of Interest policies, no subcontractor can be a regular staff or faculty employee of the University.

The addition of subcontractors to the price contract shall be at the mutual consent of the successful contractor(s) and Procurement Services. Form and protocol for requesting addition of subcontractor(s) will be provided to successful contractor(s) upon contract award.

The University will not sign any document with subcontractors related to printing services provided through their prime contractor. Under no circumstance shall payments be made from the University directly to subcontractors for printing services.

The contractor is responsible for their subcontractors following all requirements of the University Graphics Standards.

#### **6.48 Printing Jobs Involving Mail Services**

All contractual content related to Mailing Services is outlined in Attachment A. Offerors must fully review, print, and sign Attachment A and return within their proposal submission.

**6.53 Summary of Required Components**

Listed below is a summary of the RFP components to be included in Offeror's response:

Offeror must provide one (1) electronic copy to email: [vasquezh1@nku.edu](mailto:vasquezh1@nku.edu)

**Proposal:**

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (Section 4.2). Page 2
- Transmittal Letter (Section 4.3)
- Executive Summary and Proposal Overview (Section 4.4)
- Criteria 1 - Offeror Qualifications (Section 4.5)
- Criteria 2 - Services Defined (Section 4.6 / 7.0)
- Criteria 3 - Financial Proposal (Section 4.7 / 8.0) which includes Attachment B Pricing
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule (Section 4.8)
- Criteria 5 - Other Additional Information (Section 4.9)
- Confirmation of extension of contract to other universities and Kentucky agencies (Section 6.24)
- Signed Attachment A Mailing Services
- Completed Attachment C Subcontractor Form
- Sample job order form
- Sample invoice used by your company for billing



## 7.0 **Scope of Services**

### 7.1 **Detailed Services Defined**

1. Describe your physical facilities and list all the pertinent equipment in use which may be applicable to University printing purchases. Include make, model, and age of all major equipment items along with any special notes or capabilities.
2. Describe fully your capabilities for offset printing.
3. Describe fully your capabilities for digital printing including all equipment, processes, etc. Include possibilities for cost savings in lieu of offset printing when the opportunity presents itself.
4. Provide a general description of your sources for various types of paper that may be used to service the University's needs. Who serves as your most knowledgeable source of information of paper available from the marketplace?
5. How many employees are dedicated for the various work facets?
6. What are the hours of your operation and number of shifts? If a job for the University requires overtime, how is that matter handled?
7. Does your company charge an expedited fee for "rush" jobs? If yes, explain how this fee is charged.
8. Provide a narrative of the process for a standard offset print job. List the stages and processes your company would follow as you work through the job and how you would engage the University from a customer service perspective. Describe your tracking process.
9. Describe your firm's artwork/design capabilities. Describe examples of graphic designs your firm has created that were exemplary in some manner. Do you subcontract graphic design to other vendors? What processes are involved to ensure a quality end product to the University?
10. Attachment B – Pricing form for actual past print projects. If your capabilities do not extend to the larger project, please indicate under comments. Also indicate hourly rate if you provide graphic design and illustration services.
11. Describe your sub-contracting structure. If you are a successful awardee, how many sub-contractors would be affiliated with your company to serve the University's needs and covering what facets of work? (Offerors are required to complete Attachment C reflecting the exact listing of subcontractors you may engage along with their services, etc. The answer to this question should be a condensed narrative of your subcontracted services.)
12. Provide details on computer platform(s) your company has on site. List number of machines and their capabilities.

- a. Macintosh
  - b. Windows
13. Provide details of software programs currently in use in your company and available to serve needs of the University account, including word processing, desktop publishing, graphics, Acrobat, specialized software, etc. List names, platforms and versions.
  14. Does your company offer online services for ordering, proofing, estimating, etc. and if so, describe the process.
  15. Does your company offer File Transfer Protocol (FTP) capability? If yes, describe capabilities and the process.
  16. Describe your company's capabilities for laser output i.e., highest resolution (DPI) output available, sheet size, color, etc.
  17. Provide details of proofing systems available from your company:
    - a. Laser proofs
    - b. Matchprint, high resolution digital, or equivalent
    - c. IRIS, low resolution, or equivalent
    - d. .PDF proofs
    - e. Other
  18. Does your company offer capability for variable data printing? If so, fully describe all capabilities and equipment available to provide this service. Based on the University's requirements for mailing services (outlined in Attachment A), provide the process by which you would execute variable data printing if requested.
  19. How does your company manage discounts on the rates provided herein for large projects (i.e., recruitment, development pieces, "families" of publications, etc.)?
  20. Describe how printing technologies or best practices available through your facilities could result in potential savings to the University for its printing needs.
  21. What factors differentiate your firm from others offering similar products/services?

22. Samples Portfolio – Offerers may provide samples, or samples may be requested at a later date. Samples of higher education publications if available are particularly relevant to this contract.

**7.2 Optional Services**

Offers may provide in narrative form any additional optional service(s) offered by their firm which may be of use or relate to this RFP. Pricing for such services must be included in Financial Proposal as per Section 8.2. The University shall, in its sole discretion, make the determination as to whether the optional service(s) will be undertaken. Please provide a description of services, standard hourly rate and discounted rate that would be extended to the University for a contract. Include video production work, event coordination, photography, etc.

Describe optional service (1):

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Describe optional service (2):

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Describe optional service (3):

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Describe optional service (4):

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**7.3 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:** \_\_\_\_\_

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**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

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**Organization:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Date Work Completed:** \_\_\_\_\_ **Value of Contract:** \_\_\_\_\_

**Project Manager assigned to this project:** \_\_\_\_\_

**Brief Project Description:** \_\_\_\_\_

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**8.0 Financial Offer Summary**

The Financial Summary proposal should contain the complete financial offer made to the University and clearly communicated through documentation, with detailed responses.

**8.1 Mandatory Services (Section 7.1)**

Offerors must access and complete Attachment B – Pricing Form for this Request for Proposals. The attachment is an Excel file and can be accessed from Procurement Services website [www.nkuplanroom.com](http://www.nkuplanroom.com). The form must be completed electronically within Excel. Offerors should enter numbers only in worksheet cells. Do not enter text. The completed Attachment B – Pricing Form must be printed and included within the Financial Proposal.

**8.2 Alternate Pricing**

In addition to the above financial offer, Offeror may submit alternative financial proposals, however the information requested above must be supplied and will be used for proposal evaluation purposes.