

Request for Bid



Invitation number: WKU 2010-046
Date of Issue: February 16, 2010
Schedule Name: Printing of Victorian Newsletter
Name of Buyer: Maxine R. Hardin
Phone number: (270-745-4252)

Time, Date of Opening: March 4, 2010 3:30 p.m. CDT

ATTENTION: THIS IS NOT AN ORDER. READ ALL INSTRUCTIONS, TERMS, AND CONDITIONS CAREFULLY.

Bidder name and address:

Return Original Copy of Bid To:

Department of Purchasing
Western Kentucky University
Supply Services Building Bid No
1906 College Heights Blvd #11099
Bowling Green, Kentucky 42101-1099

1. Sealed Bids for furnishing the following will be received by the Department of Purchasing, Western Kentucky University, Supply-Services Building, Bowling Green, Kentucky, until the date and time stated above.
2. Bid your single best net price on each item. Unless a discount from list price is requested, delivered to Western Kentucky University central receiving building, unless otherwise specified herein, with all transportation charges prepaid FOB Western Kentucky University.
3. Bids must be firm. Those containing escalation clauses cannot be accepted, unless specifically called for in the specifications. To receive consideration, bids must be made on this form and signed in full. Prices must be based on stated units and extended. Delivery guarantee must be shown.
4. Bid will be rejected unless filled out in ink or typed and signed in ink.
5. The terms and conditions of this Invitation to Bid including all general conditions issued September 6, 1985, incorporated by reference and available to each vendor, plus any special conditions enumerated herein, all provisions to be part of any contract(s) resulting from this bid.
6. Equal Employment Opportunity – All bidders must be in compliance with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967.

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 in KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids covering Western Kentucky University Department of Purchasing Invitation No. WKU-xxx have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the bidder is legally entitled to enter into the contracts with Western 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 and 164.390.
5. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise is prohibited.
2. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year not more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.



Important: Sign Offer Below

Time Discount All Items _____

(Quote only 30 days or longer discount)

We submit the prices and agree to make delivery within _____ days after receipt of order. This offer is for _____ Calendar days from the date the bid is opened.

In submitting this bid, it is expressly agreed that, upon proper acceptance by the Department of Purchasing of any or all items bid above, a contract shall thereby be created with respect to the items accepted.

SIGNED BY _____

DATE _____

PRINT OR TYPE

NAME OF SIGNER _____

FIRM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

AREA CODE _____ TELEPHONE # _____

EMAIL: _____

WESTERN KENTUCKY UNIVERSITY
DEPARTMENT OF PURCHASING
SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 and KRS 45A.115

My Commission expires : _____

General Terms and Conditions

1. This Invitation is issued for the purpose of establishing a price contract for the printing of WKU Victorian Newsletter.
2. A contract will awarded to the responsible offeror whose offer conforming to the solicitation provides the best value and quality to the University. This Invitation may be awarded by section or combined, whichever offers Western Kentucky University the lowest price. Western reserves the right to reject all bids and waive technicalities.
3. Successful vendor shall be responsible for all copy received from Western. Western will pay shipping charges on material sent to printer. Printer will pay shipping charges on return of materials to Western. Delivery of printed materials shall be F.O.B. Western dock.
4. Title:

Western Kentucky University shall have title to all dies, cuts, plates, positives, negatives, and work, color separations, proofs and other supplies used in performing work described in this Invitation. Before final payment will be made all items shall be returned by successful vendor to Western Kentucky University.
5. Cost of Printing Statement: Each vendor will furnish a line of type to be approved by the Department of Purchasing, which will be produced to appear on most printed materials except letterheads, envelopes, business cards, invitations and resale items. The line shall read as the following: "WKU Printing paid from state funds, KRS 57.375". The type is to be six points or less and may appear any place on the printed material so desired by Western Kentucky University. It will be the vendor's responsibility to confirm with Western Kentucky University the location of the material being produced.
6. Deliveries:

Unless otherwise specified in the Invitation to Bid, delivery at the earliest possible date is desired; therefore, weighted consideration will be given to the earliest date as stated in the bidder's proposal.

Delivery of all items shall be made within the time frame stated in the Invitation to Bid.

As provided in this Invitation to Bid, the bidder will clearly state in the bid the time required for delivery upon receipt of contract, or purchase order. Delivery time must be specific and such phrases, "as required", "as soon as possible", or "prompt", have no meaning and will be cause for rejecting the bid.

When delivery is not made as provided in this contract, the Department of Purchasing at Western Kentucky University reserves the right to make the purchase on the open market, with any cost "in excess" of the contract price paid by the successful bidder. Failure of the vendor to meet contract delivery dates may also be cause for cancellation of contract.

Note-Note-Note

7. Change in Contract:

The using department at Western Kentucky University does not have the authority to change any specifications from those which are stated herein or authorize any additional charges unless quoted herein without written approval from the Department of Purchasing, Western Kentucky University.

8. Bidders must show their prices on the bid form requiring the unit price and total for each item as well as complete the itemized cost sheet if one is included.
9. Bidders should consider in making their quotation that it may take 60 days to award the bid and their offer should be made for a minimum of 60 days.
10. The initial contract will be for a one year period. The Department of Purchasing at Western Kentucky University upon agreement with all parties shall have the option to extend any contract established from this Invitation for up to two (2) additional one (1) year periods.
11. Quantities listed herein are estimated based on past usage and are not guaranteed. Western Kentucky University does not obligate itself to purchase any or the full quantities stated herein.

Schedule of publication may be tentative. Western Kentucky University will not be obligated to publish as stated herein that number of issues during the contract period, the number of issues may exceed or be less than that stated.

Western Kentucky University does not allow 10% overrun on printed material. Western will pay for only those copies ordered. Printers should consider this when placing their bids.

12. Bidder must complete all blanks requiring prices and delivery or bid may be rejected.
13. The contract established may be canceled by Western Kentucky University for nonperformance, mal-performance or other cause on the part of the contractor. Should the contract be canceled the contractor will be notified in writing of such by the Department of Purchasing, Western Kentucky University.
14. Pricing:

Unless otherwise specified, the prices established by the contract resulting from this Invitation shall be firm for the period specified herein.

15. Inspection:

All printing shall be subject to inspection by Western Kentucky University prior to acceptance. In the event printing is defective in material or workmanship or otherwise is not in conformity with specified requirements, the University shall have the right to reject or require acceptable corrections at the vendor's expense.

16. Patents:

The vendor shall be paid, upon submission of proper detailed invoices to the Department of Purchasing, Western Kentucky University, for printing authorized herein and accepted by the University. Unless otherwise stated herein partial payment will not be made for partial deliveries.

17. Work Performed In Contractor's Plant:

Bids may be submitted by printing companies or typography companies. The name and address of the plant or plants in which work will be performed must be given in this Invitation including work that is to be sub-let or subcontracted. Failure to comply can result in cancellation of contract.

18. Increase or Decrease to Quantity Bid:

When provided for in Invitation to Bid, quantities may be increased or decreased by no more than 10% of original quantity bid.

19. Additional Items:

Additional items or services that come within the scope of the resultant contract and found to be needed by the using agency may be added to the contract if mutually agreeable to both the vendor and using agency. No additions either items or services may occur without the written consent of the Director of Purchasing.

20.. Termination of Contracts: Western Kentucky University, Purchasing Department reserves to the right to terminate all or part of this agreement without cause, with a 30 day written notice. Products may not be accepted (shipped and invoice) the contractor following the termination of the contract without the approval of the WKU Purchasing Department.

Specifications

Description	Victorian Newsletters #117 – 122 Fall issue printed on about November XX – Spring issue printed on about March XX
Trim Size	6" X 9" upright
Quantity	700 per issue - provide add and deduct cost in increments of quantity 5
Number of Pages	108 plus cover per issue - provide add and deduct cost per page
Format	108 pages of text plus cover with perfect bind
Copy	Text – WKU will provide trouble-free PDF and application files with laser printout without bleeds Cover – WKU furnished trouble-free application files (CMYK) and laser printout
Paper Stock	60# white, 435 (average) PPI, printing black throughout (minimum ½" margins)
Cover Stock	10pt. CIS with gloss UV coating, printing up to 4 color process on covers 1 and 4; covers 2 and 3 black Create cover color and spine, and correct or digitally-enhance cover image to be provided by Editor) as need for printing
Art	Full color camera ready. WKU will provide vendor with CD containing all types of artwork, fonts and color photo scans in place on a XXX document or uploading to an FTP site provided by the vendor if that is more expedient
Bleed	Full-page bleed
Finishing	Perfect bind, bulk packed in 275# cartons
Proofs	Vendor will provide Assembled Contract Color proof with blueline or laser proofs for written approval by WKU before printing. Vendor will provide proof no later than 14 calendar days after receipt of order. WKU will return proofs to vendor within 4 working days.
Samples	Bidding vendor will provide samples of comparable work
Delivery	Printer agrees to make delivery of printed material to WKU within 14 working days from receipt of approval of proof. WKU to pay shipping or mailing expense on all things sent to vendor. Vendor to pay shipping on all things sent to WKU

Bid Sheet

1. Victorian Newsletters #117 – 122 700 ea _____
Fall Issue and Spring Issue
- Cost for additional copies in increments of 5 \$ _____
Cost for deduction of copies in increments of 5 \$ _____
- Cost for additional pages \$ _____
Cost for deduction of pages \$ _____