INVITATION FOR BID

SERVICES FOR THE DEAF & HEARING IMPAIRED # NS-27-12

NORTHERN KENTUCKY UNIVERSITY

Bids due January 11th, 2012, at 2:00 P.M. EDT

Issued December 19th, 2011

Northern Kentucky University Procurement Services

Jeff Strunk Director of Procurement Services 617 Lucas Administrative Center Nunn Drive Highland Heights, KY 41099

NORTHERN KENTUCKY UNIVERSITY SERVICES FOR THE DEAF AND HEARING IMPAIRED INVITATION FOR BID, NS-27-12 NOTICE OF BID OPPORTUNITY

BRIEF SCOPE OF WORK:

To establish a Price Contract to furnishing labor, equipment, materials, and supervision, as required, and specified to perform day, night, and weekend Sign Language interpreting services, CART Services and C-Print services to work directly with our students.

PROJECT TIMETABLE:

INVITATION TO BID Issued BIDS DUE Contract Effective December 19th, 2011 Monday, January 11th, 2012 at 2:00 pm EDT February 1st, 2012

<u>SUBMITTAL OF PROPOSAL</u>: Submit the completed bid package, by the time and date specified to:

Jeff Strunk, Director Procurement Services, Northern Kentucky University 617 Lucas Administrative Center Nunn Drive Highland Heights, KY 41099

CONTACT FOR BID PACKAGE

Bid Package is available from Procurement Services or may be downloaded from the Procurement web page: <u>http://procurement.nku.edu</u>

Notify Eli Baird if you are interested in bidding on this project so you can be placed on our plan holder list and be notified directly if there are any addenda.

Eli Baird Bid Specialist Phone: 859.572.5266 Fax: 859.572.6995 Email: bairde1@nku.edu

SERVICES FOR THE DEAF AND HEARING IMPAIRED INVITATION FOR BID, NS-27-12

METHOD OF AWARD

The contract shall be awarded in accordance with KRS 45A.080 based on "best value". For purposes of this invitation, best value shall be defined as the lowest bid price, meeting the terms and conditions of the invitation, from responsible and responsive bidders.

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

TERM OF CONTRACT

The term of this Contract will be for one (1) year. The Contract may be extended for up to two (2) additional one (1) year periods or any combination thereof.

INSURANCE

The Contractor shall provide and include in his Bid Price the cost of the following insurance:

The Contractor shall maintain the following minimum insurance:

(1)	Workmen's Compensation – Kentucky Statutes			
(2)	Public Liability	\$500,000.00 one person \$1,000,000 each accident		
(3)	Property Damage	\$500,000 per accident \$1,000,000.00 aggregate		

(4) Automobile Liability \$1,000,000.00
(To include all vehicles and equipment owned or non-owned for use on the project)

These coverage's and limits are to be considered minimum requirements under this contract and shall in no way limit the liability or obligations of the Contractor.

Actual certificates of insurance with Northern Kentucky University named as additional insured, will be required prior to commencement of work.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Northern Kentucky University and its officers and employees from any claim, damage, liability, injury, expense, or loss including defense costs and attorney's fees, arising out of Contractor's performance under this contract or as a consequence of the existence of this contract.

ASSIGNMENT

The Contractor shall not assign this contract, in whole or in part or any right or obligation hereunder, without the prior written approval of the Purchasing Department.

INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent contractor and shall be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

The Contractor and anyone acting on behalf of the Contractor or Contractor's subcontractors and their employees are not employees of the University and are not eligible for any benefits through the University including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

BIDDER REGISTRATION

If you have downloaded this Invitation to Bid from the NKU Purchasing website, please contact Eli Baird so that you can be added to the bidder list and notified if there are any addenda.

Eli Baird Procurement Services, Bid Specialist Northern Kentucky University Lucas Administrative Center, 617 Highland Heights, KY 41099 Phone: 859.572.5266 FAX: 859.572.6995 E-mail: bairde1@nku.edu

QUESTIONS

For any additional information about this bid opportunity contact:

Jeff Strunk Director Northern Kentucky University 617 Lucas Administrative Center Highland Heights, KY 41099 Phone: 859.572.6449 FAX: 859.572.6995 E-mail: <u>strunk@nku.edu</u> URL: <u>http://procurement.nku.edu</u>

SERVICES FOR THE DEAF AND HEARING IMPAIRED INVITATION FOR BID, NS-27-12 SCOPE OF WORK

SCOPE

The services requested include Sign Language Interpreting, CART and C-Print captioning services. Services must be available weekdays as well as nights and occasional weekends for up to ten (10) students.

The services are requested each semester based on the student schedules. A two week notice is usually given when a service is no longer required.

Sign Language Interpreters must be licensed by the Kentucky Board of Interpreters.

To establish a Price Contract to furnishing labor, equipment, materials, and supervision, as required, and specified to perform day, night, and weekend Sign Language interpreting services, CART Services and C-Print services to work directly with our students.

Sign Language Interpreters are individuals who in person or by remote access provide sign language interpreting in American Sign Language (ASL) or Pidgin Sign Language (PSE). Interpreters meet all Kentucky qualifications for sign language interpreters and are assigned to match the student's individual linguistic needs.

CART (**Computer Assisted Real-Time Translation**) is the acronym used when providing real time services to someone who is deaf, hard of hearing, has cognitive impairments, etc. A CART provider may substitute words; they may also add emphasis and indicate environmental sounds.

C-Print® is a computer-aided speech-to-print transcription system. The typed information is displayed simultaneously on a second laptop computer or a television monitor for students to read during class. Afterward, the printed text is available to students for review purposes.

NORTHERN KENTUCKY UNIVERSITY'S SERVICES FOR THE DEAF AND HEARING IMPAIRED INVITATION FOR BID # NS-27-12 FORM OF PROPOSAL

We are looking for a firm to provide day, night, and weekend interpreting services, CART Services, and C-Print services to work directly with our students.

SECTION A:

INTERPRETER SERVICES

Hourly Rate - Day		\$
Hourly Rate - Evening		\$
Hourly Rate - Weekend		\$
Specialty Fees*		\$
Travel Fees - Time		\$
Travel Fees - Mileage		\$
	TOTAL	\$
SECTION B:		
		C-PRINT SERVICES
Hourly Rate - Day		\$
Hourly Rate w/ Hard Copy - Day		\$
Hourly Rate - Evening		\$
Hourly Rate w/ Hard Copy - Night		\$

Hourly Rate w/ Hard Copy - Night Hourly Rate - Weekend Specialty Fees* Travel Fees - Time Travel Fees - Mileage Hard Copy Editing Fees



SECTION C:

Hourly Rate - Day Hourly Rate w/ Hard Copy - Day Hourly Rate - Evening Hourly Rate w/ Hard Copy - Night Hourly Rate - Weekend Specialty Fees* Travel Fees - Time Travel Fees - Mileage Hard Copy Editing Fees



CART SERVICES

* Specialty fees for highly visible or special skills (i.e. skills courses - Law School, Medical Interpreting, etc).

When are team interpreters/captionist required?

Vendors must be licensed by the Kentucky Board of Interpreters. It is also preferable that vendors would have RID Certification but it is not mandatory.

NOTE: The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest, must be properly executed for the Bid to be valid.

This Form of Bid shall be used in submitting a proposal for work. Copies will be furnished upon request by the authority issuing the contract documents.

Northern Kentucky University expressly reserves the right to make a single award or multiple awards from this Invitation for Bid for any single item or group of items when deemed advantageous for the University or award a multi line item procurement in whole or in part or on an individual line item basis.

No bidder may withdraw his bid for a period of thirty (30) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum bid shall not be a cause for withdrawal of the bid without forfeit of bid bond. Bids may be withdrawn, in person only, prior to the closing date and time for the receipt of bids.

THIS PROPOSAL SUBMITTED BY

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	(Name and Address of Bidder)
	(rune and runess of Drader)

DATE_____FAX _____

SEND TO: Bid Specialist, Northern Kentucky University, Room 617, Lucas Administrative Center, Highland Heights, Kentucky 41099

The successful Bidder, if not already a vendor, must complete the Vendor Set-Up form available at http://procurement.nku.edu/vendor_forms/new_vendor.pdf.

I hereby propose to provide services required to perform the specifics of the Contract Documents, within the time set forth herein and for the stated Bid.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO	DATED	ADDENDUM NO	DATE
ADDENDUM NO	DATED	ADDENDUM NO	DATE

Remainder of page intentionally left blank

NORTHERN KENTUCKY UNIVERSITY PROCUREMENT SERVICES AUTHENTICATION OF BID, STATEMENT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND BIDDER CERTIFICATIONS

NS-27-12

By signing below the Contractor swears or affirms, under the penalty of false swearing as provided by KRS 523.040, that he/she is in compliance with all of the following:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation).

2. That the submitted bid or bids covering the Bid Package indicated have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation for Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;

2A. Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited. The provisions of KRS 365.080 and 365.090, which permit the regulation of resale price by contract, do not apply to sales to the State.

2B. Any person who violates any provisions of Kentucky Revised Statute 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars nor more than twenty thousand dollars.

3. That the content of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390; and

5. That I have fully informed myself regarding the accuracy of the statements made, including Bid Amount.

6. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

7. That the Bidder, if awarded a contract, would no be in violation of Executive Branch Code of Ethics established by KRS 11A.990.

8. Campaign Finance Laws Pursuant to KRS 45A.110 and KRS 45A.115 the undersigned hereby swears or affirms, under penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents in connection with this procurement, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

9. Worker's Compensation and Unemployment Insurance Pursuant to KRS 45A.480, the undersigned hereby swears or affirms, under penalty of perjury, that all contractors and subcontractors employed, or that will be employed under the provisions of this contract shall be in compliance with the requirements for worker's compensation insurance under KRS Chapter 342 and unemployment insurance under established KRS Chapter 341.

10. Vendor Report of Prior Violations The Bidder/Owner shall reveal to the University, prior to this award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342. The Contractor is further notified this statute requires that for the duration of this contract, the Contractor shall be in continuous compliance and the Contractor's failure to reveal a final determination of a violation or failure to comply with the cited statutes for the duration of the contract, shall be grounds for the Contractor's disqualification by the University from eligibility to bid or submit proposals to the University for a period of two (2) years. Please list any final determination(s) of violation(s) including the date of determination and the state agency issuing the determination. If no violations have occurred, type **none** in the space below.

* KRS Chapter 136 - Corporation and Utility Taxes; * KRS Chapter 139 - Sales & Use Tax; * KRS Chapter 141 - Income Taxes; * KRS Chapter 337 - Wages & Hours; * KRS Chapter 338 - Occupational Safety & Health of Employees; * KRS Chapter 341 – Unemployment Compensation; * KRS Chapter 342 - Worker's Compensation

KRS VIOLATION		DATE		STATE AGENCY
READ CAREFULLY - SIGN IN SPACE I	BELOW - FA		SIGN INVALII	
AUTHORIZED SIGNATURE:			DATE	3:
NAME (Please Print Legibly):				
FIRM:	FED ID. OR SSN#:			
PERMANENT ADDRESS:				700
CONTACT PERSON:		CITY	TITLE:	ZIP
TELEPHONE NO:				
State of)			
County of)			
The foregoing statement was sworn to me the 20, by			day of	,
(Notary Public)				
My Commission expires:				