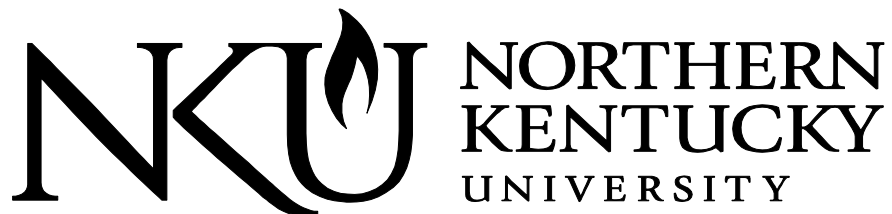


REQUEST FOR PROPOSAL # NS-20-12

Bids due November 30, 2011

Sale of Surplus Radio Property



Issued October 27, 2011

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

**NORTHERN KENTUCKY UNIVERSITY
SALE OF SURPLUS RADIO PROPERTY
REQUEST FOR PROPOSAL, NS-20-12**

NOTICE OF ADVERTISEMENT

BRIEF SCOPE OF SERVICES:

Northern Kentucky University is seeking to attain proposals for the sale of radio equipment that has become surplus to the needs of the university.

PROJECT TIMETABLE:

Request for Proposal Issued:	Thursday, October 27, 2011
Last Date for Questions or to Schedule a site visit:	Monday, November 17, 2011, noon
RFP DUE:	WEDNESDAY, NOVEMBER 30, 2011 2:00 PM LOCAL TIME

SUBMITTAL OF PROPOSAL: Submit the completed RFP by the time and date specified to:

Jeff Strunk, Director
Northern Kentucky University
Procurement Services
617 Lucas Administrative Center
Highland Heights, KY 41099
859.572.6448 E-mail: strunk@nku.edu

CONTACT FOR RFP DOCUMENTS

RFP Package is available from Procurement Services or may be downloaded from the Procurement web page:

<http://procurement.nku.edu/bids/current1.php>

Please notify Jeff Strunk if you are interested in responding to this project so you can be placed on our plan holder list and be notified directly if there are any addenda.

Information relative to this project obtained from other sources, including other university administration, faculty or staff may not be accurate, will not be considered binding and could adversely affect the potential for selection of your proposal. All requests for additional information and all questions should be directed to Jeff Strunk, Procurement Services: strunk@nku.edu

SALE OF SURPLUS RADIO PROPERTY
NS-20-12
INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS

DEFINITIONS

1. **Addenda** – are written or graphic instructions issued by Northern Kentucky University (NKU) prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.
2. **Bid** – is the sum stated in the Bid Proposal for which the Proposer offers to perform the work described in the specifications and detailed on the drawn plans.
3. **Bidder** – is one who submits a bid directly to the University for the work described in the Bidding Documents.
4. **Bidding Documents** – include the Notice of Bid Opportunity, Invitation for Bid or Request for Proposal, Instructions to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.
5. **Bid Proposal** – is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.
6. **Consultant** – means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.
7. **Foreign Corporation** – refers to a corporation for profit, organized under laws other than the laws of the Commonwealth of Kentucky.
8. **K.A.R.** – Kentucky Administrative Regulations; regulations that are promulgated by state agencies to enhance and clarify procedures that are authorized by a specific statute. After public review and acceptance by the agency, the regulations effectively become law until rescinded or revised by the agency.
9. **KRS References**- means the “Kentucky Revised Statutes” adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.
10. **NKU** – Northern Kentucky University
11. **Proposal** – is a response to a Request for Proposal for work on which award is based on other factors in addition to cost.
12. **Purchasing Agency** – is Northern Kentucky University (NKU) – Procurement Services, Lucas Administrative Center, Suite 617, 1 Nunn Drive, Highland Heights, KY, 41099
13. **Procurement Official** – is the University’s authorized representative to enter into and establish contracts. The Procurement Official for this RFP is Jeff Strunk.
14. **Responsible Bidder** – shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).
15. **Responsive Bidder** – shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).
16. **Work** – Includes the construction and/or services required by the Contract Documents, whether completed or partially completed, and includes all labor, supervision, materials, equipment, services, and things provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

BIDDING DOCUMENTS

1. Availability of Bidding Documents

- A. Proposers, Sub-Proposers, Subcontractors, and others may obtain Proposal Documents from Procurement Services or by downloading from the Procurement Services web page at <http://procurement.nku.edu/bids/current1.php>
- B. Complete sets of Proposal Documents shall be used in preparing Proposals. The University assumes no responsibility for misinterpretations resulting from the use of incomplete sets of proposal documents.
- C. The University, in making copies of the Proposal Documents available on the above terms, does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.

2. Accuracy of RFP Documents

- A. The RFP Documents are complementary and are issued for the convenience of the Proposers. NKU assumes no responsibility for the correctness of said documents. Each Proposer should review the documents for errors or inaccuracies that may affect the scope of work implied.
- B. All Proposers shall, upon examination of bidding Documents promptly notify the University's Procurement Official of any ambiguity, inconsistency or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.

3. Questions, Interpretations

- A. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Procurement Official. Questions received less than seven (7) calendar days prior to the date for receipt of Bids may not be answered.
- B. Questions will be accepted from prospective Proposers and should be submitted in a timely manner to the Procurement Officer only. E-mail submission of questions is preferable, but questions will also be accepted by mail or facsimile to the Procurement Officer. The Procurement Officer will decide whether an answer can be given before the closing date, based on the availability of time to research and communicate an answer. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of this RFP.
- C. Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Procurement Official. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

4. Addenda

- A. Addenda will be mailed or delivered to all who are known by NKU Procurement Services to have requested and were furnished Bidding Documents.
- B. Addenda are always posted on the Procurement Services website: <http://procurement.nku.edu>
- C. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose

- D. No Addenda of a material nature will be issued later than five (5) working days prior to the date for receipt of bids, except for postponing the date for receipt of bids or withdrawing the invitation for Bid or Proposal.
- E. Each Proposer shall ascertain, prior to submitting his Bid or Proposal that he has received all Addenda issued by Procurement Service for the particular bid invitation. The Proposer shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Procurement Official which is received at or prior to the hour and date specified for receipt for Bids.
- F. It shall be the sole responsibility of the Proposer who received the Addendum, to insure that all of the appropriate Sub-bidders and Sub-contractors are notified in respect to the information contained in the Addendum.

PRE-PROPOSAL CONFERENCE AND SITE VISIT

Dates and times for site visits will be announced via addendum if necessary.

BIDDING PROCEDURES

1. Bid Security. None required for this RFP.
2. Timeliness of Proposals. RFP's shall be delivered to Suite 617, Lucas Administrative Center prior to the official time and date for receipt of Proposal indicated in the advertisement of Request for Proposal, or any extension thereof made by Addendum. The "official time" refers to the time as indicated by the time date clock located in the reception area of Suite 617.
3. Request for Proposal responses are **due at 2:00 PM local time**.
4. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the re-advertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids. The Proposer shall assume full responsibility for timely delivery at the location designated for receipt of bids.
5. RFP's Not In Writing. Oral, e-mailed, telephonic, or telegraphic RFP's or changes in RFP's by such methods are not permitted and will not receive consideration.
6. RFP's Withdrawn. RFP's may be withdrawn prior to the closing time and date for receipt of RFP's by: (i) a properly identified representative of the Proposer whose name appears on the RFP envelope, or (ii) by written request by an authorized representative of the Proposer, received by Procurement Services prior to the RFP closing date and time. Withdrawn RFP's may be resubmitted up to the closing time designated for the receipt of RFP's.
7. RFP's Remain Open. During the stipulated time period following the time and date designated for the receipt of RFP's an RFP shall remain open for the Owner's acceptance. During this period the RFP may not be modified, withdrawn or canceled by the Proposer, without the Bid security being subject to forfeiture and the suspension of the Proposer's future bidding privileges.

BID SUBMISSION

Proposals are to be submitted by the date and time specified in the Project Timetable. The time is always 2:00 pm local time.

Submit to:

Procurement Services
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099

NOTE: USPS Zip Code is 41099, other carriers should use Newport, 41076.

CONSIDERATION OF BIDS

1. Bid Opening. Unless stated otherwise in the Notice of RFP Opportunity or Request for Proposal, all properly identified timely RFP's **WILL NOT** be opened publicly.
2. Request for Proposal responses are due at the appointed time but are not opened and read. They are first checked for responsiveness and then forwarded to the evaluation committee.
3. Waiver of Irregularities/Rejection of Bids. The right to cancel the Request for Proposal, to reject any and all Proposals, and to waive technicalities and minor irregularities in RFP's is maintained and preserved in all Invitations for Bids issued by NKU when such action is determined to be in the best interest of NKU.
4. Grounds for Rejection. Grounds for the rejection of Bids or RFP's include, but shall not be limited to:
 - A. Failure of a Bid to conform to the essential requirements of the Invitation for Bid/Request for Proposal;
 - B. Any bid that does not conform to the specifications contained or referenced in any Invitation for Bid/Request for Proposal shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;
 - C. Any Bid that fails to conform to the delivery or completion schedule established in the Bidding Documents;
 - D. A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bid/Request for Proposal, or limit the Proposer's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;
 - E. Any Bid determined by Procurement Services in excess of funds available;
 - F. Failure to furnish a Bid security in accordance with the requirements of the Notice of RFP Opportunity or Request for Proposal;
 - G. For other cause as documented by the Procurement Official pursuant to a written determination and finding;
 - H. Bids received from Proposers determined by the Procurement Official to be non-responsive Proposers.
5. Minor Irregularities. Minor irregularities or technicalities in a Proposal may be waived by the Procurement Official on behalf of the University when all of the following circumstances are present:
 - A. The Procurement Official determines that it will be in the University's best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Proposal;
 - B. Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for Bids or Invitation for Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other

Proposers. If the University does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.

6. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Procurement Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Proposer offering the best value to the University, provided the acceptable Bid sum is within budgeted funds. In the event that all bids submitted result in prices in excess of funds available, NKU may enter into competitive negotiations subject to the guidelines and restrictions of KRS 45A.090.

7. Rejection of Alternate Bids. The University reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the University are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

QUALIFICATION OF BIDDING CONTRACTOR

1. Inquiries. The Procurement Official shall have the right to make any inquiry deemed necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Proposer to promptly supply information in connection with the Procurement Official's inquiry may be grounds for a determination that such Proposer is nonresponsive.
2. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Proposer's qualifications would give reasonable doubt that the Proposer could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

AWARD OF CONTRACT

1. The issuance of an award of the Contract is contingent upon (i) securing an acceptable Response that is responsive and from a responsible Proposer and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of Northern Kentucky University.
2. Unless otherwise provided in the Bidding Documents, the resulting contract will consist of the Invitation for Bid with any issued addenda, drawings, specifications, the Proposer's submitted Form of Proposal and the Notice of Award letter.
3. The Contract between Northern Kentucky University and the Contractor will be final and binding when the parties have executed the Agreement between the Owner and Contractor.

BASIS LEGAL REQUIREMENTS

1. Forms Required. An Authentication of Bid, Statement of Non-collusion and Non-conflict of Interest documents are bound with and included as part of the Form of Proposal. The Proposer is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid. *Note: This form must be notarized.*
2. 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.

TAXES

Kentucky sales tax will be added to the amounts indicated on the form of proposal.

PLANHOLDERS

1. Intent to Submit a Proposal. A request for RFP Proposal and RFP Documents by a vendor will be considered as intent to submit a Response. The Proposer's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to Northern Kentucky University Procurement Services prior to the closing date for receipt of RFP's.
2. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Proposer, Subcontractor, material or equipment supplier. If the Proposer or planholder notes non-receipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from Procurement Services or review same at any of the designated reporting agencies offering the Bid Documents for review.

PROTESTS

Any Proposer who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in writing to the Director of Procurement Services.

USE OF NAMES AND LOGOS IN ADVERTISING:

Contractor agrees not to make reference to this Contract, use the University's name in any advertising or promotion, or use any University logos without the expressed written consent of the University.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, injury, losses and expenses, including attorney's work, provided that any such claim, loss, damage or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or at the direction of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. This basic obligation to indemnify shall not be construed to nullify or reduce other indemnification rights which the Owner would otherwise have.

LAW, FORM AND FORUM:

Terms and provisions of this contract shall be construed in accordance with the laws of the Commonwealth of Kentucky. Any legal action entered against the University on the Contract by the Contractor shall be brought in the Campbell County Circuit Court, Commonwealth of Kentucky, and

shall be tried by the court sitting without a jury. All defenses in law or equity, except the defense of government immunity, shall be preserved to the University.

FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

UNIVERSITY REPRESENTATIVE

A staff member of the University shall act as the University contact, during the life of the contract, and be the primary coordinator and liaison between the University and the Contractor.

TIME FOR ACCEPTANCE

Each Bid shall state that it is a firm offer, which may be accepted within a period of 60 days. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

CANCELLATION

The resulting contract, from this Request for Proposal may be cancelled by the University, for non-compliance with the terms and conditions of any part of the agreement.

PROPOSAL INSTRUCTIONS

Vendors are to submit **ONE (1) unbound copy that is to be clearly marked as the ORIGINAL** with original signatures on the required pages.. The University reserves the right to accept or reject any or all proposals and to waive informalities or technicalities.

The proposal should be prepared simply and economically, providing a straightforward and concise description of the offeror’s capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be on completeness and clarity of content. Attach copies of specification sheets, references, and other supporting documentation.

Pricing should be provided for each section of the requested services in addition to a combined price for the entire proposal. Any costs incurred by offeror in preparing or submitting offers are the offerors' sole responsibility. The University will not reimburse any offeror for any costs incurred prior to award.

Telegraphic or faxed proposals or modifications of RFP by FAX or e-mail are not acceptable.

PREPARATION AND SUBMISSION OF PROPOSALS

Proposals shall be prepared one sided on 8-1/2” x 11” paper, with all text clear of binding. The text type size shall not be less than a 12 point font. The proposals shall be indexed and all pages sequentially numbered throughout, or by section.

Elaborate graphics and expensive paper and bindings are not necessary, nor encouraged. Neatness, clarity and completeness are what are desired. All text and exhibits should be succinct and relevant to the RFP requirements.

The sealed submittal envelope/package should be clearly marked as follows:

RFP # NS-20-12
Sale of Surplus Radio Property

REQUIRED SUBMISSIONS

These instructions describe the required format for the Proposal. Proposers may include any additional information deemed pertinent. An identifiable tab sheet must precede each Section for easy reference. All pages, except pre-printed technical inserts, shall be sequentially numbered.

Proposals must address each of the requirements listed below in the same order as listed to be considered responsive. Proposals should reference each identified requirement explaining how the proposer's solution meets the specified requirement.

Narratives should provide a concise description of capabilities to satisfy the requirements of this Request for Proposal. Emphasis should be on clarity, brevity and completeness of response. All materials submitted in response to this Request for Proposal will become the property of NKU and will not be remitted.

EVALUATION CRITERIA

Proposals will be evaluated based on price and the following criteria, listed in priority order:

- Ability to meet the financial obligations
- Consideration of NKU's ongoing requirements as related to office space and easement
- Feasibility of obtaining any governmental or other third party approvals relating to the sub division, use, construction or other development activity.

ADDENDA/CLARIFICATIONS

Any University changes to this RFP will be made by written addendum. Verbal modifications will not be binding.

Questions or comments regarding this RFP must be in writing and must be received in Procurement Services no later than 12:00 noon on November 17, 2011.

CONTACT PERSONNEL

Respondents to this solicitation shall NOT talk to, call, or email anyone at the University about the project, except for the designated University spokesperson as identified herein.

For questions concerning the method of procurement, method of evaluation or general proposal requirements, the proposer's sole point of contact for this proposal is:

Jeff Strunk
Northern Kentucky University
617 Lucas Administrative Center
Highland Heights, KY 41099
Phone: 859.572.6448
FAX: 859.572.6995
E-mail: strunk@nku.edu
URL: <http://procurement.nku.edu>

All requests for technical information shall be submitted in writing to Jeff Strunk prior to the deadline for submission of questions as detailed in the Notice of RFP Opportunity.

All material clarifications will be issued by Procurement Services by written addenda.

CONTRACT AWARD

Issuance of this RFP and receipt of proposals does not commit the University to award a contract. The contract will be awarded to the firm whose offer best meets the specifications and other factors considered. The University reserves the right to postpone opening for its own convenience, to accept or

reject any or all proposals received in response to this RFP, to negotiate with other than selected bidder should negotiations with selected firm be terminated, to negotiate with more than one bidder simultaneously, to cancel all or part of this RFP and to waive any technicalities.

METHOD OF AWARD

It is the intent of Northern Kentucky University to award a contract to the qualified Contractor whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered in accordance with KRS 45A.085.

Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will evaluate proposals as submitted and may not notify Contractors of deficiencies in their responses.

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

CONFIDENTIALITY

In accordance with KRS 45A.085 Competitive Negotiation, all proposals received or information derived there from remain confidential until a contract is awarded or all proposals are rejected.

End - Instructions to Proposers

SALE OF SURPLUS RADIO PROPERTY
NS-20-12
DESCRIPTION OF ITEMS

1. WNKU Translator in Port Union, OH

Tower Site: 4550 Port Union Rd, Hamilton, OH 45011

Site #: 81755

Coordinates: Lat. 39-20-2.00N Long. 84-28-16.0 W

Transmitting Frequencies: 94.5 MHZ

Lease: 5 years with 4 auto-renewal terms of 5 years each. Annual escalator of 5% or the percentage increase in the CPI for year ended 2 months prior to Commencement Date anniversary. Current monthly payments, plus power and phone. Licensee may assign agreements as a whole with Licensor's prior written consent.

Antenna mount height on tower: 158.75 ' and 145'.

Available Equipment (upon engineering confirmation):

1-Crown FM-250T Transmitter

1-Crown Digital Management unit for FM 250

1-Fanfare FAN-FT1AP receiver

1-Broadcast Tools WVRC-8 remote control

1-Jampro JDIY Low Power 2 Bay Antenna – circular polarized broad band

1-Kathrein-Scala HDCA-5 Yagi Antenna

1-Thermo Bond 4'W x 6'L x 8'H Transmitter shack

Lot-Related cables, breaker box, power supplies

2. 910, WPFB-AM, Middletown Ohio

(This document does not represent a complete inventory of items)

License for 910, WPFB-AM

Transmitter Room

- 1 Harris MW-1A AM Broadcast Transmitter
- 1 RCA BTA-1R AM Broadcast Transmitter
- 1 Innovonics Model 222 AM audio processor (new approximately 1994)
- 1 CBS Laboratories Volumax 4000 AM broadcast limiter
- 1 CBS Laboratories Audimax 4440A AGC amplifier
- 1 remote power panel (composite) and power reduction system

AM Control Room/Newsroom

- 1 Autogram Pacemaker II-k 12 channel stereo audio console with separate power supply (new approximately 2000)
- 1 Gentner DH 22 Telephone Hybrid (new approximately 2000)
- 2 Radio Systems DA-4x4A distribution amplifiers (new approximately 2000)
- 1 Broadcast tools SS8.2 Dual Stereo Cross Point Switcher (new approximately 2000)
- 2 Tannoy Reveal Studio Monitor Speakers (new approximately 2000)

3. WNKN-FM/WPFB AM Tower system
4505 Central Ave., Middletown, OH
(At the end of Sophie Ave.)

Tower Site: 4505 Central Ave., Middletown, OH (At end of Sophie Ave.)

Coordinates: Lat. 39-30-57.2N Long. 84-21-04.8 W

Transmitting Frequencies: 105.9 FM / 910 AM

ASR: 1015302

Height above Avg. Terrain: 181m (594 ft)

Height above Ground Level: 156m (521 ft)

Height above Sea Level: 419m (1375 ft)

1 length of 50 ohm transmission line, manufacturer unknown from transmitter room to tower to connect AM transmitter to LTU at tower base.

1 Tower, approximately 537' OHAGL with approximate 4' face, uniform cross section, with associated guy wires, guy insulators, base insulator, ground system, standard lighting kit, and guy anchors, used as AM radiator and support for FM antenna. Model and manufacturer of tower, erection date, and erection crew unknown. Inspected and approved Jan, 2011 by ERI.

1 fence system for tower base and anchors

1 AM line terminating unit, composite, with associated components, and block building

1 length of 50 ohm coaxial transmission line, 3" nominal diameter, for FM transmission system connecting FM transmitters to FM antenna on tower. Consisting of both flexible and rigid sections.

29 1 Harris FMH-6AC 6 bay FM antenna

Approximately 6 wooden sheds

Approximately 18 acres of land.

**4. Building and property located at
4505 Central Ave., Middletown, OH**
(At the end of Sophie Ave.)

Building (sold as is):

Approximately 80,608 square foot (less than 2 acres) wooded lot with access road and medium size parking lot, fenced on two sides. Property includes an assortment of satellite down-link dishes. WNKU owns the dish at the parking lot corner behind the storage shed (included in purchase).

Offices:

(Includes lunch area, copier room, reception area, studios, 2 car garage, storage rooms, and 10 offices)

1 lot, office equipment consisting of desks, chairs, file cabinets, window AC units, and misc.

1 Telephone system with reception and 16 stations, electronic

1 Admiral Frost Free refrigerator

1 business/traffic computer system, type and ownership status unknown

1 Brother DCP 7020 copier

Residence:

Separate entry to upstairs apartment, 2 bath, kitchenette, bedroom, multiple closets, dining area, two offices, two car garage, work shop, mechanical room.

1 lot related items including chairs, desks, filing cabinets, lamps

Conditional:

WNKU requests access to transmitter room, studios for clean out, 1 front, 1 upper office for on-site sales staff, parking, work shop, 24/7 air conditioning for the all transmitters, power bill to be divided accordingly. AM transmission chain will need its own power meter.

**SALE OF SURPLUS RADIO PROPERTY
NS-20-12
FORM OF PROPOSAL**

1. WNKU translator in Port Union, OH. \$ _____

2. 910, WPFB-AM, Middletown Ohio \$ _____

3. WNKN-FM/WPFB AM Tower system \$ _____
4505 Central Ave., Middletown, OH
(At the end of Sophie Ave.)

4. Building and property located at \$ _____
4505 Central Ave., Middletown, OH
(At the end of Sophie Ave.)

Please note, with respect to the property, WNKU does have some conditions including an interest in reserving office/operational space and access to certain areas and equipment.

You may bid on any or all of the items listed above.

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.

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

NS-20-12

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 not 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

<u>KRS VIOLATION</u>	<u>DATE</u>	<u>STATE AGENCY</u>
_____	_____	_____
_____	_____	_____

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID or OFFER

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME (Please Print Legibly): _____

FIRM: _____ FED ID. OR SSN#: _____

STATE OF INCORPORATION: _____

PERMANENT ADDRESS: _____

	STREET	CITY	STATE	ZIP
CONTACT PERSON: _____				
		TITLE: _____		

TELEPHONE NO: _____ FAX NO: _____ E-MAIL: _____

State of _____)
)SS
 County of _____)

The foregoing statement was sworn to me this _____ day of _____,
 20 _____, by _____.

 (Notary Public)

My Commission expires: _____

This form must be notarized to be accepted