

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

INVITATION NO.:	K-0543-9	RETURN ORIGINAL COPY OF BID TO:
Issue Date:	May 11, 2009	UNIVERSITY OF KENTUCKY
Title:	Printing and Binding of a Book – Pack and Banks / A is for Appalachia!	PURCHASING DIVISION BID DESK,
Contracting Officer:	Craig Locke	BID # K-0543-9, BID DATE 05-21-09
Phone/Email:	(859) 257-2964	322 PETERSON SERVICE BLDG.
	clocke@email.uky.edu	411 South Limestone
		LEXINGTON, KY 40506-0005
		Bids MAY ___ or MAY NOT <u>X</u> be returned via FAX to (859) 257 – 1951

IMPORTANT: BIDS MUST BE RECEIVED BY 05-21-09 @ 3:00 P.M. LEXINGTON, KY TIME
--

The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Invitation for Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

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 Kentucky Revised Statutes (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 has been arrived at by the bidder independently and has 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 for Bids, 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 contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
 5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales 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.

COLLUSION PROHIBITED

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, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.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 bid on this invitation, agrees as required by KRS 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 these 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.

ALL BIDS ARE TO BE " F.O.B. DESTINATION – FREIGHT PREPAID AND ADDED"**THIS AREA MUST BE COMPLETED**

DELIVERY AFTER RECEIPT OF ORDER:	NAME OF COMPANY:	PHONE:
Reference bid content		
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ADDED	CITY, STATE & ZIP CODE:	WEB ADDRESS:
Printed name:	SIGNATURE:	DATE:

SIGNATURE REQUIRED: This bid cannot be considered valid unless signed and dated by an authorized agent of the bidder. Type or print the information requested in the spaces provided.

UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

All University of Kentucky bid solicitations are made upon and subject to the following conditions:

1. Preparation of Bids

- 1.1 All solicitations are subject to the provisions and requirements of any applicable Kentucky Revised Statutes, including the Kentucky Model Procurement Code, and the rules, regulations and policies of the University of Kentucky including the University of Kentucky's General Terms and Conditions.
- 1.2 Bidders are expected to examine the complete bid and all attachments including drawings, specifications and instructions. Failure to do so is at bidder's risk.
- 1.3 Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form.
- 1.4 All bids must be legible. A legally authorized company representative shall sign all bids in the appropriate location. Erasures or other changes must be initialed by the person signing the bid. Signature on a bid certifies that the bidder has read and fully understands all bid specifications and bidder agrees to all terms and conditions stipulated in the Invitation For Bids (IFB).
- 1.5 Bid prices shall be entered in spaces provided on the bid form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of errors in extensions or totals the unit price will govern.
- 1.6 Should any potential bidder doubt the true meaning of any part of the solicitation, a written request for an interpretation may be submitted to the University. Requests for such interpretation shall be made in writing to the appropriate Contracting Officer identified in the solicitation. Every interpretation made shall be in the form of an "addendum" to the solicitation sent as promptly as is practicable to all prospective bidders to whom the solicitation has been issued. Failure by the University to send or any potential bidder to receive such interpretation(s) shall not relieve any bidder from any obligations under the bid solicitation or the bidder's response. Any interpretations, corrections or changes to the solicitation made in any other manner, including oral explanations and instructions, are not binding upon the University.
- 1.7 Bidders or potential bidders are required to coordinate all discussions concerning solicitations through the appropriate Contracting Officer or other purchasing official within the University of Kentucky Purchasing Division. Bidders or potential bidders are not authorized to communicate with any University administrator, faculty, staff, or Board of Trustees member concerning this solicitation. Failure to comply with this requirement is grounds for the bidder's disqualification.
- 1.8 Unless otherwise stipulated in a bidder's response, the bidder's offer is in strict accordance with the University's specifications and terms and conditions of the Invitation For Bids. Any deviations must be fully itemized in detail. Any deviations from the requirements of this solicitation are at bidder's risk and the University may determine the bid to be non-responsive.

2. Submission of Bids

- 2.1 Bids, and modifications thereof, shall be returned in a sealed envelope and submitted in such a manner as to ensure their arrival in the University of Kentucky Purchasing Division before the due date and time set forth in the solicitation. The time shown on the recording clock in the Purchasing Division is the official time. Unless otherwise indicated in the solicitation no oral, facsimile, e-mail or telephone bids will be accepted.
- 2.2 Bids may be modified or withdrawn in writing or in person by an authorized representative if done so prior to the exact time and date for receipt of the bids. Telephone and facsimile modifications or withdrawals are not permitted. Withdrawn bids may be resubmitted, with or without modifications, up to the solicitation due date and time. No bids may be withdrawn after the due date and time without the express authorization of the University of Kentucky Purchasing Division.
- 2.3 Bids received after the designated time and date in the solicitation will not be considered. Bids will or will not be publicly opened and read in accordance with the Invitation For Bids.
- 2.4 Bidders shall show the bid due date and time, the solicitation number, and the name and address of the bidder on the face of the bid envelope.
- 2.5 All bids will be considered firm for a period of forty-five (45) calendar days from the bid opening date.

3. Specification Requirements

- 3.1 Unless otherwise specified in the solicitation, all items bid are to be new, unused, and not remanufactured in any way.
- 3.2 Whenever a trade name, brand name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the bid invitation it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items, substantially the same, are invited. However, to receive consideration, sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation must accompany the bid. The University will be the sole judge of equality and suitability. If bidder does not identify exceptions to the specifications shown in the IFB, bidder will be required to furnish the brand name(s), models, numbers, etc. specified in the IFB.
- 3.3 Unless stated otherwise in the solicitation, alternate bids will be considered. Alternate bids may be made in addition to responding to the solicitation or as the only response to the solicitation. However, the University is under no obligation to consider or accept an alternate bid and it reserves the right to reject any and all such bids.
- 3.4 The University reserves the right to request samples of any or all items bid in order to determine compliance with the specifications. The bidder must provide the samples within ten (10) days of the request and at no charge to the University. Samples are non-returnable. Failure to comply may be cause for rejection of the bid.
- 3.5 Bidders shall clearly delineate any deviations or exceptions from the bid specifications.
- 3.6 Except as otherwise provided in the solicitation, all bid prices must be firm. Prices subject to qualifications, such as escalation or other variables, may be rejected as non-responsive.
- 3.7 Unless otherwise stipulated in the solicitation, all quantities are estimates and do not represent a minimum guarantee. The University is obligated to purchase only those quantities needed during the term of the contract and it reserves the right to purchase more or less than the estimated quantities. The University is obligated only for those quantities ordered.
- 3.8 Proposed delivery dates shall be stated in number of calendar days after receipt of order.
- 3.9 All offers shall F.O.B. destination, freight prepaid and add.

4. Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received.
- 4.3 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.4 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5. Payment and Taxes

- 5.1 The successful bidder shall be paid, at the prices stipulated, for items or services delivered and accepted, upon the submission of proper invoices to the billing address shown on the purchase order. The University’s standard payment terms are net 30 days after acceptance.
- 5.2 Bidders may offer prompt payment discounts. The University will not consider any prompt payment discounts in determining the bid award.
- 5.3 The University utilizes a procurement card program as the preferred method of payment. The University assumes that all successful bidders will accept the University’s procurement card as a method of payment unless a specific exception is stated in the bidder’s response to the IFB. No additional charges may be added for acceptance of the procurement card.

- 5.4 The University is tax exempt from the provisions of the Kentucky Sales and/or Use Tax (Tax Exemption # A 00276) on materials and equipment under this solicitation. The University is also entitled to exemption from the Federal Excise Tax. All bidders shall take this into consideration when submitting their bid. Exemption certificates will be furnished upon request. Bidders are informed that material purchased by the contractor for the performance of this contract for the University are not exempt from the provisions of the Kentucky Sales and/or Use Tax. All adjustments and allowances for the current sales and/or use tax shall be included in the bid price.

**UNIVERSITY OF KENTUCKY
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS**

SCOPE

This Invitation for Bids is to establish a Purchase Order for **Printing and Binding of a Book – Pack and Banks / A is for Appalachia!** for the University of Kentucky, Lexington, Kentucky.

TERMS AND CONDITIONS

The University's General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm apply to this Invitation to Bid. When the Invitation for Bid includes construction services, the University's General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/ccphome.htm, apply to the Invitation for Bid.

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a successful bidder is selected and a contract award is made, bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except the Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office.

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

INVITATION SUBMISSION AND DEADLINE

The University of Kentucky accepts deliveries of IFB's Monday through Friday from 8:00 a.m. – 5:00 p.m. Lexington, Kentucky time. However, IFB's must be received by 3:00 p.m. Lexington, Kentucky time on the date specified on the IFB in order to be considered.

BID SPECIFICATIONS

This is an Invitation for Bids on the printing and binding of a book for The University Press of Kentucky.

AUTHOR/TITLE: Pack and Banks/A is for Appalachia!

SPECIFICATIONS:

Quantity: 2,500, plus additional 500s

Page size: 10" x 10", full-bleed portrait

Extent: 44 pages + jacket + case + endsheets

Stock/ink:

- Text, 157gsm (106 lb) Japanese matte #2 grade sheet, 4c x 4c; minimum opacity 96, minimum 330 up to a maximum 360 ppi. Must meet ANSI acid-free requirements. Grain must run with binding edge.

- Endpapers, 140gsm (95 lb) wood-free. 1c x 0c.

- Jackets, 157gsm (106 lb) art glossy, 4c x 0c, with full bleeds, reverses, and traps, all art live and in place, matte polypropylene (no polyester substitutes accepted) or glossy film lamination as specified by designer. Print and laminate 300 extra jackets, to be shipped, trimmed and flat with bulk of books, to warehouse.

- Case, 128gsm (86 lb) glossy art, 4c x 0c + gloss lam on 3.0mm (120 pt) Fortex boards or the equivalent quality.

Binding: Side-sewn; endpapered, square back and corners, smooth 3 sides, line-up crash and paper, no head and footbands. Binding must meet NASTA EL-HI standards.

Finishing: jacket over printed case, no shrinkwrapping.

PRESS FURNISHES:

- RRED positive film from 2002 printing (last reprint 2006), 175-line, 44 pages run as 6-page flats;

- replacement files for approximately 8 text pages as InDesign CS2 v 4.0.5 on Mac system 10.4.11, with file specification sheet, fonts provided on disk, and 1 set of laser proofs printed from final files;

- jacket and printed cover in Macintosh format (Mac OS 10.4 and QuarkXpress 6), approximately three live images in place, fonts and graphics enclosed on disk, with file specification sheet and 1 set laser proofs printed from final files.

QUALITY STANDARDS: All workmanship and materials must be of excellent quality. Pages must be stripped straight and aligned at head of page. Presswork must be thorough and precise to maximize consistent inking. Maximum variation in head margin due to folding shall be 1/16 inch. Sewing and gluing shall be tight. The book must be trimmed squarely and properly centered on the book spine. Paper grain must run parallel to spine. Work failing to meet these standards shall be corrected or redone as an immediate rerun without charge, upon determination by the press that the work is defective.

SUBCONTRACT: Bidder must quote on entire job. All printing work, including the cover and jacket, is to be performed by the bidder, but binding may be subcontracted with the understanding that the winning bidder will be held responsible for meeting all quality standards and schedule.

PROOFS for approval via the fastest available means:

- dummy book;

- composite Kodak or Epson proofs of the cover and jacket (plan for 2 rounds of proof);

- 1 set complete text, cover, and jacket bluelines;

- 2 sets F&Gs, 2 sample cases, and 10 printed, laminated jackets prior to binding and wrapping;
- 1 carton (minimum 18) advance copies before releasing bulk shipment.

QUANTITY VARIANCE: Over/underrun of up to but not more than 8 percent acceptable, but printer should provide for sufficient overrun to allow for bindery spoilage. Successful bidder to print and laminate 300 extra jackets and ship trimmed and flat with bulk of books to warehouse.

SCHEDULE: Delivery of completed books no later than 15 weeks from receipt of copy (estimated arrival June 18, 2009), including time for checking two proof stages of the cover and jacket. Assume 3-day turnaround by press for checking proofs.

The supplier is required to supply us with a manufacturing schedule no later than 10 days after receipt of copy that delivers casebound books within 15 weeks (October 1, 2009, in PA).

PACKING: Uniformly in double-walled corrugated export cartons, stamped and verified as 275-lb burst strength, not to exceed 45 lbs, each carton labeled on one end and one side in accordance with carton label guidelines that shall be supplied to the winning bidder.

Stack cartons on pallets (do not use skids); required pallet size is 40 inches x 48 inches double-face, with the fork openings on the 40-inch side. Cartons should not overhang the pallet. Stretchwrap each pallet, and ensure pallet height does not exceed 52 inches from the floor.

SHIPPING: FOB destination, freight prepaid and added, to University Press of Kentucky, c/o Maple Press Company, Lebanon Distribution Center, 704 Legionnaire Drive, Fredericksburg, PA 17026. Printer to arrange for clearance through customs and pay all customs brokerage fees, if applicable. Eighteen advance copies (for approval before shipping) to be air freighted to the attention of Patricia Gonzales, University Press of Kentucky, 663 South Limestone Street, Lexington, KY 40508-4008 (do not contact for bid questions). For additional details about bulk shipment, contact Steve Conlin at the Maple Press Lebanon Distribution Facility, 717-865-7600 (do not contact for bid questions).

STORAGE: Film flats and electronic files remain the property of the Press, to be held by printer with no disposition of these to be made without written authorization from the University Press of Kentucky.

PRICES: Must be firm through completion of job; no increases can be allowed for material, labor, or other cost variation experienced by the winning bidder. Bid price must include all transportation charges, including shipment of existing flats from previous printer; mailing costs for proofs and advances can be itemized on invoice. Itemize invoice exactly in accordance with terms of the purchase order and include purchase order number on the invoice. Send invoice to the attention of Patricia Gonzales, University Press of Kentucky, 663 South Limestone Street, Lexington, KY 40508-4008.

SAMPLES: Any new supplier may be required to submit satisfactory samples of comparable work produced within the past 6 months before its bid is deemed acceptable.

BID PROPOSAL FORM

NOTE: UNLESS OTHERWISE NOTED THE BID SHALL BE RETURNED IN A SEALED ENVELOPE SHOWING THE BID DUE DATE AND TIME, THE SOLICITATION NUMBER, AND THE NAME AND ADDRESS OF THE BIDDER ON THE FACE OF THE ENVELOPE.

Contract award will be on the total of the numbered items at the top of the bid form, contingent upon delivery schedule. In order to allow for accurate computation of the final invoice, you must supply prices as broken down below. Failure to do so may be cause for rejecting bid.

BID FORM: Paper, printing, and binding 2,500, plus additional 500s, casebound side-stitched copies of *A is for Appalachia*.

Bidder name: _____

Subcontractor(s): _____

	<u>Total</u>	<u>+500s</u>	<u>+ / - Unit</u>
2,500 hb	_____	_____	_____

Exact reprint contingency (within 24 months of delivery of first printing):

1,200 hb	_____	_____	_____
----------	-------	-------	-------

Attach a breakdown of your quotation that shows charges for each of the following costs:

(1) text and cover prepress;

(2) proofs (text and cover);

(3) presswork;

(4) paper;

(5) finish and binding;

(6) FOB Fredericksburg PA 17026, including customs fees

****The mathematical total of the numbered breakdown items must match the entry for the 2,500 hb Total above.**

Hourly rate for prepress author's alterations _____

Text stock on which quotation is based (PLEASE ATTACH SAMPLE): _____

Company and brand: _____ Bulk/ppi: _____

Sheet size and imposition: _____

Delivery to be _____ calendar days from receipt of copy.

Additional information:
