

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

INVITATION NO.:	K-0514-9	RETURN ORIGINAL COPY OF BID TO:
Issue Date:	August 12, 2008	UNIVERSITY OF KENTUCKY
Title:	Promotional Items for Public Relations and Marketing	PURCHASING DIVISION BID DESK,
Contracting Officer:	Craig Locke	BID # <u>K-0514-9</u>, BID DATE <u>8-22-08</u>
Phone/Email:	(859) 257-2964 clocke@email.uky.edu	322 PETERSON SERVICE BLDG.
		411 South Limestone
		LEXINGTON, KY 40506-0005
		Bids MAY <u> </u> or MAY NOT <u>X</u> be returned via FAX to (859) 257 – 1951

IMPORTANT: BIDS MUST BE RECEIVED BY 8-22-08 @ 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 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 ALLOWED"**THIS AREA MUST BE COMPLETED**

DELIVERY AFTER RECEIPT OF ORDER: (COMPLETE ON BID PROPOSAL FORM)	NAME OF COMPANY:	PHONE:
FEDERAL EMPLOYER ID NO.:	ADDRESS:	FAX:
PAYMENT TERMS:	ADDRESS:	E-MAIL:
SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED	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 allowed.

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 purchase of **Promotional Items for Public Relations and Marketing** 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 Invitations for Bids 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.

DELIVERY TIME

Delivery requirements for items on the Bid Proposal Form are as follows:

- a. Line items 3 and 4 – 60 calendar days after purchase order award
- b. All other line items – 21 calendar days after purchase order award

Any bid submitted which cannot meet these requirements may be subject to rejection. Bidders are to assume 24-hour turnaround time on proofs. Bidder must affirm delivery time on the Bid Proposal Form. Any bid response that does not affirm delivery times on the Bid Proposal Form may be subject to rejection.

FREIGHT AND FOB POINT

Upon purchase order award all items shall be shipped **FOB Destination – Prepaid and Allowed** as follows by the successful bidder:

- a. A quantity of five (5) each per line item to be shipped to the following address. (In the case of corrugated boxes and mailers, the five each shall refer to individual pieces, not bundles):

University of Kentucky
Public Relations and Marketing
Rm 105 Matthews Building
Lexington, Kentucky 40506-0047

- b. Remaining quantity of all items to be shipped as follows:

University of Kentucky
c/o United Mail – Louisville Processing Facility
4410 Bishop Lane
Louisville, Kentucky 40218-4506

The successful bidder shall be fully responsible for all items while in transit. Any freight claims will be the responsibility of the successful bidder. Any damaged shipments will be rejected by the University of Kentucky and immediate notification given to the successful bidder.

QUANTITIES

All quantities referenced in the Bid Proposal Form are estimates only. The University makes no guarantee or promise as to the actual quantities which may be ordered.

SAMPLES

Bidders are to include samples (one (1) piece of each line item) on all items listed on the Bid Proposal Form. The samples must be reflective of the actual items on which bidder is submitting bid pricing. These samples are to be at no charge to the University and are non-returnable. Any bid submitted without meeting this requirement may be subject to rejection.

DESCRIPTIVE LITERATURE

Bidders are to include descriptive literature with their bid submission reflecting specifications of all items on the Bid Proposal Form. The literature is to include product colors for each product where applicable. This literature can be in the form of internet print-outs. Any bid submitted without meeting this requirement may be subject to rejection.

OVERRUNS AND UNDERRUNS

No overruns or underruns shall be granted against the purchase order resulting from this Invitation for Bids.

UNIVERSITY GRAPHIC STANDARDS

The successful bidder must adhere to all University of Kentucky Graphics Standards. University Graphics Standards are maintained by the University of Kentucky Public Relations office and can be viewed at <http://www.uky.edu/Graphics/>. Non-adherence to the standards can have a penalty up to and including purchase order cancellation.

TITLE TO DESIGNS

Title to all artwork, designs, and any other requirement not stated herein required for completion of the finished products for use in connection with any University of Kentucky promotional purchase shall be the property of and owned by the University of Kentucky. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized the University of Kentucky. In the event that time of return is not specified, successful bidder shall return all such items to the appropriate University Department within one week of delivery of goods.

REQUIREMENT FOR COLLEGIATE LICENSING COMPANY (CLC) LICENSING

The University of Kentucky has partnered with the Collegiate Licensing Company (CLC) to establish a licensing program for protection of its logos and insignias. The licensing program strives to regulate, promote and protect the commercial use of the University's name and identifying marks, both on and off campus. Licenses must be obtained for the use of any UK mark, image, photograph or logo in a commercial product. Although items consumed internally by the University, its departments, campus organizations, and University related clubs are NOT required to have royalties paid on them and are not for resale, they must be produced by an official University of Kentucky Licensee, and designs must be approved by the University's licensing office. This policy ensures that all items bearing the University's identity represent the University in an acceptable manner and on a quality product.

Is your company licensed with the Collegiate Licensing Company (CLC) (Restricted License) to sell promotional commodities to University of Kentucky departments?

YES ☐ NO ☐

If you answered "No" to the above question, if considered for award, is your company willing to apply for a "Restricted" license with Collegiate Licensing Company to sell ad-specialty/promotional items to University of Kentucky departments? Bidders are advised, among other requirements, Collegiate Licensing Company requires an application process, application fee, and product liability insurance. Information about the licensing process can be found at the CLC website: www.clc.com.

YES ☐ NO ☐

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.

BID PROPOSAL FORM

Note: Any alternates submitted must meet or exceed product specifications as listed below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>AMOUNT</u>
**Important note regarding line items 1a / 1b and 2a / 2b: The University is requesting bid pricing for two types of flags listed in line items 1 and 2 with their affiliated size boxes as an "either-or" option. The University will evaluate bid responses and plans to purchase <u>one option only</u> (one type flag only with its corresponding size box). Bidders should provide bid pricing for both options when submitting a response.					
1a.	Flag, 100% nylon, 2' x 3', 200 Denier heavyweight material, acid-dyed, canvas header, brass grommets, one color imprint, flag color to match PMS 286, artwork provided by University in file form. With mounting pole, pole to be 48" long, black wood with gold spear. Setup and proof to be at no additional charge. To include plastic flag bracket for mounting pole to side walls	750	Ea	\$ _____	\$ _____
1b.	Box, corrugated, heavy duty, 200 # test, size 48" L x 4" W x 4" H inside dimensions, boxes open on long side, shipped flat and bundled	750	Ea	\$ _____	\$ _____
2a.	Flag, 100% nylon, 2' x 3', 200 Denier heavyweight material, acid-dyed, canvas header, brass grommets, one color imprint, flag color to match PMS 286, to include cross bar and hanging cord, artwork provided by University in file form, setup and proof to be at no additional charge	750	Ea	\$ _____	\$ _____
2b.	Box, corrugated, heavy duty, 200 # test, size 40" L x 4" W x 4" H inside dimensions, boxes open on long side, shipped flat and bundled	750	Ea	\$ _____	\$ _____
3.	Barrington Binder, black, Sevilla Leather, 3-ring binder w/pad, Winston product # 15301, binder to include blind deboss of logo on front, black tone on tone step and repeat custom lining, custom 5" x 8" notepad with one color imprint logo on each page, to be packaged in customized standard gift box as provided by manufacturer, artwork for binder/notepad/gift box provided by University in file form, setup and proof to be at no additional charge	750	Ea	\$ _____	\$ _____

4.	Customized one-year monthly calendar insert in above binder, one color imprint, artwork provided by University in file form, setup and proof to be at no additional charge, insert to be dated January through December 2009, the calendar must be the manufacturer's insert specifically for the Barrington binder.	750	Ea	\$_____	\$_____
5.	Box, white, literature mailer, 200# test, corrugated, front locking tabs and side flaps, size 11 1/8" L x 8 3/4" W x 3" D inside dimensions, 50/bdl	15	Bdl	\$_____	\$_____
6.	Texas Instruments Large 8-digit Superview Display Calculator, Product # TI503SV, blue, one color imprint, artwork provided by University in file form, setup and proof to be at no additional charge	750	Ea	\$_____	\$_____
7.	Finity ruler, Product # OFR150, 8" with metric scale on reverse side, item size 8 1/4" x 1 9/16", individually poly bagged, translucent blue, 1-color/1-location imprint, artwork provided by University in file form, setup and proof to be at no additional charge	750	Ea	\$_____	\$_____
8.	Magic Answer Ball with sound, Clegg Product # 571155, 4 1/4" diameter, 20 custom answers, ball color to be Royal Blue, one color imprint, artwork provided by University in file form, setup and proof to be at no additional charge	9,000	Ea	\$_____	\$_____
9.	Box, white, Indestructo Mailer, size 5" x 5" x 5" inside dimensions, double wall, 200# test on three sides, 100/bundle	90	Bld	\$_____	\$_____

***All items to ship FOB Destination – Prepay and Allow. Bidders should reference page 5 of the IFB document for shipping information.**

***All setups and proofs to be at no charge**

***Samples and Descriptive Literature: Bidders are to reference page 6 of the IFB for these requirements**

AFFIRMATION OF DELIVERY TIME: Indicate # of calendar days after receiving order items would be delivered in full:

Line items 3 and 4 : _____ days

All other line items complete in : _____ days

GRAND TOTAL FOR LINE ITEMS 1 THROUGH 9 \$ _____