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

INVITATION NO.: K-0927-21
Issue Date: 8/24/2020
Title: COOK TOGETHER, EAT TOGETHER
Contracting Officer: Wendy Brown
Phone: 859-257-5404

RETURN ONE ORIGINAL COPY AND ONE CD OF BID TO:
UNIVERSITY OF KENTUCKY PURCHASING DIVISION BID DESK,
BID # K-0927-21, BID DATE 9/10/2020
322 PETERSON SERVICE BLDG.
411 South Limestone
LEXINGTON, KY 40506-0005

IMPORTANT: BIDS MUST BE RECEIVED BY 09-10-2020 @ 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 Bidders, 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 ALLOWED”

THIS AREA MUST BE COMPLETED

DELIVERY AFTER RECEIPT OF ORDER: 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:
DUNS # 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.

Revised January 5, 2017
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 be 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 term “Responsible Bidder” means a person, company, or corporation who has the capability in all respects to perform fully the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether a Bidder is responsible, the University may evaluate various factors including (but not limited to) financial resources; experience; organization; technical qualifications; available resources; record of performance; integrity; judgment; ability to perform successfully under the terms and conditions of the contract; and adversarial relationship between the Bidder and the University that is so serious and compelling that it may negatively impact the work performed under this Invitation for Bid; or any other cause determined to be so serious and compelling as to affect the responsibility of the Bidder.

4.3 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. Further, the University reserves the right to
make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.

4.4 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.

4.5 In accordance with KRS 45A.494, a resident bidder of the Commonwealth of Kentucky shall be given a preference against a nonresident bidder. In evaluating proposals, the University will apply a reciprocal preference against a bidder submitting a proposal from a state that grants residency preference equal to the preference given by the state of the nonresident bidder. Resident bidder and nonresident bidder shall be defined in accordance with KRS 45A.494(2) and 45A.494(3), respectively. Any Respondent claiming Kentucky residency status shall submit with its proposal a notarized affidavit affirming that it meets the criteria as set for in the above referenced statute.

4.6 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 adheres to a strategic approach regarding payables management based on risk minimization, processing costs, and industry best practices. As such, suppliers and individuals doing business with the University will be paid based on the following protocol:

a. The University utilizes Payment Plus (e-payables) as its primary default form of payment. By enrolling in Payment Plus, suppliers can receive payments immediately (all invoices will be paid immediately upon confirmation of goods receipt and invoice). The process is electronic and the supplier receives real-time payment notices. Additional information regarding Payment Plus (and enrollment form) can be found at: https://www.uky.edu/ufs/payment-plus-supplier-enrollment-form.

b. Payments by check. Payment terms for check payments are Net-30.

c. Individuals receiving payments from the University that require ACH direct payments will only be processed under special circumstances as approved by the Controller’s office. Payment terms for ACH are Net-40.

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 # A00276) 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.
6. **Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act**

To the extent Company receives Personal Information as defined by and in accordance with Kentucky’s Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the “Act”), Company shall secure and protect the Personal Information by, without limitation: (i) complying with all requirements applicable to non-affiliated third parties set forth in the Act; (ii) utilizing security and breach investigation procedures that are appropriate to the nature of the Personal Information disclosed, at least as stringent as University’s and reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction; (iii) notifying University of a security breach relating to Personal Information in the possession of Company or its agents or subcontractors within seventy-two (72) hours of discovery of an actual or suspected breach unless the exception set forth in KRS 61.932(2)(b)2 applies and Company abides by the requirements set forth in that exception; (iv) cooperating with University in complying with the response, mitigation, correction, investigation, and notification requirements of the Act, (v) paying all costs of notification, investigation and mitigation in the event of a security breach of Personal Information suffered by Company; and (vi) at University’s discretion and direction, handling all administrative functions associated with notification, investigation and mitigation.
SCOPE

This Invitation for Bids is to establish a Purchase Order for Printing and Binding of a Book – University Press of Kentucky: COOK TOGETHER, EAT TOGETHER 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 Contractor 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 and
- University Representatives during Bidders presentations.

If violation of this provision occurs, the University reserves the right to reject the Bidder’s proposal.

INVITATION SUBMISSION AND DEADLINE

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

Important: In accordance with COVID-19 response, this solicitation will be opened publicly via Zoom only. Visit the Purchasing Division Bid and Opportunities website (http://www.uky.edu/Purchasing/bidlist.htm) to access the Zoom link. The Zoom link will be provided with the respective bid prior to the bid opening date and time.

NOTE: Bidders are requested to include a CD with their bid response in addition to the printed hard copy of the bid.

This is an invitation to bid on the printing and binding of a book for The University Press of Kentucky.

**Title/Author:** COOK TOGETHER, EAT TOGETHER / University of Kentucky Cooperative Extension Service

**Trim size:** 9" × 10" (portrait format)

**Page count:** 88

**Quantity:** 2,000 printed casebound

**Due to printer:** October 1, 2020

**Due in warehouse:** February 1, 2021 [FIRM DATE]

**Production contact:** Pat Gonzales, pagonz0@uky.edu, 859-257-4669

**Text stock:** 85# matte art or equivalent (white, min. 95 opacity, min. 89 brightness)

**Ink in text:** 4/C process, some heavy coverage, frequent bleeds

**Supplied text:** PDF files with art embedded, processed to winning bidder’s specs

**Supplied art:** 96 sized and cropped CMYK high-resolution digital files placed in text

**Endsheet:** 85# or equivalent color endsheets

**Case stock:** 120# gloss art; scuff-free matte lamination, 1 piece, on 2.5mm solid binders board or equivalent

**Ink on printed case:** 4/C process

**Cover art supplied:** PDF files provided

**Binding:** Notch-bound on the 9" side. Square back and corners, and smooth edges. 2.5MM binder’s board. Grain of text paper must run with the binding edge to avoid wavy pages and warped boards. Headbands to be applied. No shrinkwrapping.
Proofs/Text: Printer to provide 2 (two) sets of text proofs. 2 sets of F&Gs to be sent with foul blues for approval before binding.

Proofs/Printed case: Composite cromalin for approval prior to printing; 2 printed, trimmed, laminated covers for approval prior to binding.

Shrinkwrapping: no shrinkwrapping.

Shipping: Immediately upon completion, send 6 books via second-day service to:

  David Cobb  
  512 Henry Clay Blvd.  
  Lexington, KY  40505  
  859-806-7210

SEE SEPARATE DOCUMENT FOR BULK SHIPPING AND CARTON REQUIREMENTS AND LABELING.

Billing: Bill upon completion. Itemize invoice exactly in accordance with Purchase Order. Please note Purchase Order Number on your invoice. Bill to be sent to:

  University Press of Kentucky  
  663 South Limestone Street  
  Lexington, KY  40508-4008  
  Attn: Pat Gonzales/Production

Bid form explanation: 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 required on the lower part of the bid form. Failure to do so may be cause for rejecting bid. Please note that YOU MUST SIGN THE INVITATION TO BID IN ORDER FOR YOUR BID TO BE CONSIDERED.

Your prices must include all labor and materials necessary to produce books as specified, including:

1. Text paper: Stock as specified
2. Text prep and presswork: Stripping, proofing, and correction of printer errors in shooting/stripping for text and halftones; plating, make-ready, presswork, ink.
3. Printed case prep and presswork: Same as for text, but also include paper, prep, proofing, film lamination, and trimming of books.
5. Freight to ZIP 17026

Subcontracting: Items or parts of items may be subcontracted, but bidder remains responsible for satisfactory performance in both quality of work and scheduling as well as for final billing. Any and all subcontractors must be identified as part of this bid.

Quality standards: All workmanship and materials must be of the highest quality. "Commercially acceptable" work will not be of acceptable quality for books manufactured under this contract. Applicable quality standards shall include, but not be limited to, the following:

Negatives and plates must be properly exposed, developed, and opaqued to avoid loss of hairlines in type, extraneous specks or scratches, and to provide proper contrast, detail, and consistency in halftones.

Pages must be stripped straight and aligned at head of page. Head and gutter margins must be consistent throughout.
Paper must be clean, free of foreign material, and must fully meet the specified basis weight and the state requirements for recycled paper. Acid-free paper must contain no groundwood and must meet the national standards of permanence of paper for library materials. Paper must not be folded against the grain.

Presswork must be sharp throughout, with no slurring, ghosting, or set-off; consistent from side to side and from signature to signature throughout each book. In multicolor printing, accurate registration must be consistently maintained. Maximum variation in head margin due to folding shall be 1/16".

Each book must be trimmed square and properly centered in its case or cover.

For printed case, hinge should be tight. Endpapers should be pasted down fully and smoothly with no excess glue visible. Headband should extend from hinge to hinge, should be straight and centered, and firmly attached to the spine of the book. Boards must not warp under normal storage conditions.

Covers must be applied with the spine centered on the book block.

The general guidelines for all book manufacturing operations are those detailed in the National Association of State Textbook Administrators' MANUFACTURING STANDARDS AND SPECIFICATIONS FOR TEXTBOOKS (August 2002 rev. ed.)

Work failing to meet these standards shall be corrected or redone at vendor's expense.

**Quantity:** an overrun/underrun of 5% is acceptable, but overages should allow for any bindery spoilage.

**BID FORM** for COOK TOGETHER, EAT TOGETHER – 2,000 copies

Vendor____________________________________________________________________

Subcontractor(s)____________________________________________________

1. Text paper  - 2,000 copies      _____________________

2. Text prep, proofs, and presswork    _____________________

3. Prep, proofs, and presswork (include stock and lamination)    _____________________

4. Binding        _____________________

5. Freight to ZIP 17026 (including any customs fees, etc.)                           _____________________

   TOTAL  _____________________

Additional 100’s printed at same time (include all materials, labor, cover, etc.)               _____________________

Additional 500’s printed at same time (include all materials, labor, cover, etc.)               _____________________

Exact reprint contingency (within 24 months) 500 copies               _____________________
Minimum reprint using same files

___________________________

YOU MUST COMPLETE THE SECTION BELOW FOR YOUR BID TO BE CONSIDERED.

Incidental overrun/underrun per book:  _____________________

Text stock your price is based on:

________________________________________________________

Recycled % _______ Post-consumer waste % _______ Opacity _____ PPI ______

Customer alterations:  Text:  reshoot, per page __________  restrip, per page __________

                        Color:  reshoot, per pic ___________  restrip, per pic ___________

Schedule:  Delivery to be __________ working days after receipt of copy

Additional information

_____________________________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________