NOTICE OF AWARD OF PRICE CONTRACT

Thoroughbred Printing
904 North Broadway
Lexington, Kentucky 40505

REPRESENTATIVE: Mike Abbott
FED. EMPLOYER ID NO.: 20-8483774
EMAIL-ADDRESS: 

PRICE CONTRACT NO.: UK-1164-12C
CONTRACT TERM - FROM: October 1, 2012
TO: September 30, 2013
RENEWAL OPTION THRU: 2017
COMMODITY/SERVICES: Stationery Printing

TERMS: Procurement card or Net-30
DELIVERY: As per RFP requirements
RFP / IFB NO.: UK-1164-12
DEPARTMENT(S): Campus wide
DATE: August 30, 2012

The Contractor is hereby awarded this Price Contract to furnish the products or services listed as required by the University of Kentucky during the contract term indicated above. SHIPMENTS ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION. The Price Contract incorporates the University of Kentucky's General Terms and Conditions, and all Special Conditions identified in the bid/proposal referenced above.

DESCRIPTION

This Price Contract is established for Stationery Printing for University of Kentucky. For purposes of this award, the contract documents shall consist of the following components. In the event that any provision of the component parts of the Contract conflicts with any provision of other component parts, the component part first enumerated shall govern.

1. Notice of Award of Price Contract (this document)
2. Pricing per Thoroughbred Financial Proposal dated 5/11/12
3. University of Kentucky Request for Proposal UK-1164-12 issued 4/6/12
4. RFP Questions and Answers dated 4/26/12
5. Thoroughbred presentation, written questions/answers
6. RFP Technical Proposal from Thoroughbred dated 5/11/12

OFFICIAL APPROVAL

UNIVERSITY OF KENTUCKY

Craig Leekes, Contracting Officer / (859) 257-2864

Type the official signature information here.

OFFICIAL SIGNATURE

Signature Date

Typed or Printed Name

Title

An Equal Opportunity University
**Contract Term**

The contract resulting from this RFP shall be effective October 1, 2012 through September 30, 2013 and is renewable for up to four (4) additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed and at the approval of the Director or Associate Director of Purchasing.

**Use of Web-based Storefront by Contractor**

Although not required by the University, contractor may choose to utilize a web-based “storefront” for ordering and provision of printed materials to University departments from this contract. In the event contractor chooses to utilize a web-based storefront, prior approval must be obtained from the Purchasing Division regarding the visual and operational elements, as well as approval from UK Public Relations regarding graphical design of the webfront. The contractor would be responsible for all charges and fees involved with the storefront; the University will not pay for any charges or fees, nor may contract item prices be increased to cover such fees. There is no guarantee if or how many departmental customers may utilize the contractor’s storefront, nor is there any exclusive nature assigned to the contractor’s storefront by the University. Any storefront utilized must be secure in nature to protect procurement card transactions.

The above applies only to storefronts designed and intended for executing purchase transactions and does not apply to web-based systems for file uploads or proofing.
Attachment A - Request for Proposals UK-1164-12 - Pricing Form

Offeror Name>> Thoroughbred Printing

Enter numbers only in cells. Do not enter text.

ATTACHMENT B - PRICING FORM - RFP UK-1164-12

Stationery Printing

SERIES I - BUSINESS CARD ONLY - Standard, Non-Thermography Printing

A. Prices to be quoted per specifications within RFP, including paper stock, plate materials, setups, etc. with the quantities indicated below and the following:

Standard printing will be two-colors, black and PMS 286 blue, printed on one side, with no printing on side two

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Total price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>250</td>
<td>$20.80</td>
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<td>2</td>
<td>500</td>
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<td>3</td>
<td>1000</td>
<td>$33.00</td>
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<td>4</td>
<td>Price per additional 1000 for quantities over 1M</td>
<td>Price per M</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$12.00</td>
</tr>
</tbody>
</table>

B. Prices to be quoted per specifications within RFP, including paper stock, plate materials, setups, etc. with the quantities indicated below and the following:

a. Standard printing will be two-colors, black and PMS 286 blue, printed on side one, and
b. Standard printing in black only on side two

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Total price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
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<td>Price per additional 1000 for quantities over 1M</td>
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<tr>
<td></td>
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<td>$13.40</td>
</tr>
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C. Prices to be quoted per specifications listed within RFP, including paper stock, plate materials, setups, etc. with the quantities indicated below and the following:

Standard printing will be one color PMS 286 blue, printed front and back

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<tr>
<td></td>
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<td>$13.42</td>
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D. Prices to be quoted per specifications listed within RFP, including paper stock, plate materials, setups, etc. with the quantities indicated below and the following:

a. EXCEPTION: Paper stock to be 100# white cover, vellum or smooth finish, recycled content as in RFP specs, and
b. Standard printing in black only, side one with no printing on side two.
**Attachment A - Request for Proposals UK-1164-12 - Pricing Form**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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**SERIES I SUB-TOTAL $390.83**

**SERIES II - ENVELOPES**

Prices to be for printing including paper, one side. List total price for each specification at the quantity indicated.

**#6 1/4 - #6 3/4 - #7 Commercial**

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<th>75M</th>
<th>Add'l per</th>
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<tbody>
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<td>1000/quantities</td>
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**#7 3/4 - #8 5/8 - #9 - #10 Commercial**

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<th>50M</th>
<th>75M</th>
<th>Add'l per</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>1000/quantities</td>
</tr>
<tr>
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<td>$219.14</td>
<td>$547.84</td>
<td>$1,056.31</td>
<td>$1,536.67</td>
<td>over 75M</td>
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<tr>
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<td>$167.32</td>
<td>$250.64</td>
<td>$626.59</td>
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<td>$219.82</td>
<td>$303.14</td>
<td>$757.84</td>
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<td>$184.66</td>
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<td>$2,156.39</td>
<td>$25.63</td>
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</table>

**#11 - #12 - #14 Commercial**

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<th>75M</th>
<th>Add'l per</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td></td>
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<td></td>
<td>1000/quantities</td>
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</tr>
</tbody>
</table>
## Attachment A - Request for Proposals UK-1164-12 - Pricing Form

### #9 White Wove (3 7/8" x 8 7/8") - For Business Reply

<table>
<thead>
<tr>
<th></th>
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<th>10M</th>
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<th>50M</th>
<th>75M</th>
<th>Add'l per 1000 quantities over 75M</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>29</strong></td>
<td>1-Color</td>
<td>$69.16</td>
<td>$135.82</td>
<td>$219.14</td>
<td>$547.84</td>
<td>$1,056.31</td>
<td>$1,536.67</td>
</tr>
<tr>
<td><strong>30</strong></td>
<td>2-Color</td>
<td>$100.66</td>
<td>$167.32</td>
<td>$250.64</td>
<td>$626.59</td>
<td>$1,175.12</td>
<td>$1,663.20</td>
</tr>
<tr>
<td><strong>31</strong></td>
<td>3-Color</td>
<td>$153.16</td>
<td>$219.82</td>
<td>$303.14</td>
<td>$757.84</td>
<td>$1,397.56</td>
<td>$1,990.11</td>
</tr>
<tr>
<td><strong>32</strong></td>
<td>4-Color</td>
<td>$184.66</td>
<td>$251.32</td>
<td>$334.64</td>
<td>$836.59</td>
<td>$1,515.68</td>
<td>$2,156.39</td>
</tr>
</tbody>
</table>

### #10 Regular Envelope, Fox River, 25% cotton bond, white. Light Cockle finish (4 1/8" x 9 1/2") - for Std Business or Air Mail

<table>
<thead>
<tr>
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<th>1M</th>
<th>5M</th>
<th>10M</th>
<th>25M</th>
<th>50M</th>
<th>75M</th>
<th>Add'l per 1000 quantities over 75M</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>33</strong></td>
<td>1-Color</td>
<td>$130.46</td>
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<td>$2,080.31</td>
<td>$4,121.26</td>
<td>$6,134.10</td>
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<tr>
<td><strong>34</strong></td>
<td>2-Color</td>
<td>$161.96</td>
<td>$473.81</td>
<td>$863.63</td>
<td>$2,159.06</td>
<td>$4,240.07</td>
<td>$6,260.63</td>
</tr>
<tr>
<td><strong>35</strong></td>
<td>3-Color</td>
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<td>$526.31</td>
<td>$916.13</td>
<td>$2,290.31</td>
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</tr>
<tr>
<td><strong>36</strong></td>
<td>4-Color</td>
<td>$245.96</td>
<td>$557.81</td>
<td>$947.63</td>
<td>$2,369.06</td>
<td>$4,580.63</td>
<td>$6,753.82</td>
</tr>
</tbody>
</table>

### #10 Regular Envelope, Atlas 25% cotton bond, white. (4 1/8" x 9 1/2") - For Std Business or Air Mail

<table>
<thead>
<tr>
<th></th>
<th>1M</th>
<th>5M</th>
<th>10M</th>
<th>25M</th>
<th>50M</th>
<th>75M</th>
<th>Add'l per 1000 quantities over 75M</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<td>$2,678.19</td>
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<tr>
<td><strong>39</strong></td>
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<td>$1,509.38</td>
<td>$2,900.63</td>
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<tr>
<td><strong>40</strong></td>
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<td>$635.25</td>
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<td>$3,018.75</td>
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</table>

### #10 Window Envelopes Clear Window Fox River Cotton Bond (4 1/8" x 9 1/2")

<table>
<thead>
<tr>
<th></th>
<th>1M</th>
<th>5M</th>
<th>10M</th>
<th>25M</th>
<th>50M</th>
<th>75M</th>
<th>Add'l per 1000 quantities over 75M</th>
</tr>
</thead>
<tbody>
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</table>
## Attachment A - Request for Proposals UK-1164-12 - Pricing Form

### #10 Window Envelopes Smoky Window Fox River Cotton Bond (4 1/8" x 9 1/2")

<table>
<thead>
<tr>
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<th>5M</th>
<th>10M</th>
<th>25M</th>
<th>50M</th>
<th>75M</th>
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### #10 Window Envelopes Clear Window Atlas Cotton Bond (4 1/8" x 9 1/2")

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<th>25M</th>
<th>50M</th>
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### #10 Window Envelopes Smoky Window Atlas Cotton Bond (4 1/8" x 9 1/2")

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### #6 3/4 White Wove Plain (3 5/8" x 6 1/2") - Std for invoices or notehead sheets

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<td>$53.70</td>
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### #6 3/4 White Wove Smokey Window (3 5/8" x 6 1/2")

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<th>25M</th>
<th>50M</th>
<th>75M</th>
<th>Add’l per 1000/quantities over 75M</th>
</tr>
</thead>
<tbody>
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<tr>
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<td>$312.90</td>
<td>$541.80</td>
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<td>$2,630.94</td>
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<td>$594.30</td>
<td>$1,485.75</td>
<td>$2,853.38</td>
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### #6 3/4 Brown Kraft Plain (3 5/8" x 6 1/2") - Std for invoices or notehead sheets

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<thead>
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<th>1M</th>
<th>5M</th>
<th>10M</th>
<th>25M</th>
<th>50M</th>
<th>75M</th>
<th>Add’l per 1000/quantities over 75M</th>
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</thead>
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### #6 3/4 Brown Kraft Clear Window (3 5/8" x 6 1/2")

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</tr>
</thead>
<tbody>
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<td>73</td>
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</tr>
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<td>75</td>
<td>$181.23</td>
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<td>$1,459.50</td>
<td>$2,800.88</td>
<td>$4,095.00</td>
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#6 3/4 Brown Kraft Smokey Window (3 5/8" x 6 1/2")

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<th>Add'l per 1000/quantities over 75M</th>
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</thead>
<tbody>
<tr>
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<td>$1,275.75</td>
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<tr>
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<tr>
<td>79 3-Color</td>
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<td>$4,340.13</td>
<td>$54.75</td>
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</table>

SERIES II SUB-TOTAL $599,670.65

SERIES III - Invitations, note cards, and related printing

Price items as total price including paper, ink, plate materials, setup charges, etc.
Paper stock to be recycled 65# white cover, vellum or smooth finish, or panel cards plus matching Baronial envelopes. Pricing to include envelopes. Envelopes are to be blank with no printing.

Any equivalent paper must be approved by the University prior to use by contractor.
Any paper stock not referenced to be priced at contractor cost plus 3%. List total price for each specification below at the quantity indicated.

A. Invitation, folded size 4.625" x 6.25", scored for folding (envelope size A6)

<table>
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<th>2-color 1-side</th>
<th>2-color 2-side</th>
<th>3-color 1-side</th>
<th>3-color 2-side</th>
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</thead>
<tbody>
<tr>
<td>81 0 - 100</td>
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<td>$120.76</td>
<td>$116.04</td>
<td>$152.27</td>
<td>$147.47</td>
<td>$199.67</td>
</tr>
<tr>
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<td>$151.58</td>
<td>$196.49</td>
<td>$191.68</td>
<td>$260.32</td>
</tr>
<tr>
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<td>$354.79</td>
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<tr>
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<td>$565.50</td>
<td>$731.64</td>
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<td>$882.96</td>
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<tr>
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<td>$986.70</td>
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<tr>
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### Attachment A - Request for Proposals UK-1164-12 - Pricing Form

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<td>$65.13</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>0 - 100</td>
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<td>$259.71</td>
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<td>$307.47</td>
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<td>$317.85</td>
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<td>$467.82</td>
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<td>$569.01</td>
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<td>$1,040.52</td>
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<td>$1,106.82</td>
<td>$1,315.08</td>
<td>$1,212.90</td>
<td>$1,440.66</td>
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<tr>
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<td>$1,415.70</td>
<td>$1,311.18</td>
<td>$1,540.91</td>
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<tr>
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<td>$1,113.84</td>
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<td>$1,270.62</td>
<td>$1,481.20</td>
<td>$1,376.70</td>
<td>$1,606.80</td>
</tr>
<tr>
<td>9001 - 10000</td>
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<td>$1,513.20</td>
<td>$1,345.50</td>
<td>$1,559.22</td>
<td>$1,451.58</td>
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</tr>
<tr>
<td>Price per add'l 500 for quantities above 10000</td>
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<td>$47.59</td>
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</table>

B. Invitation, folded size 4.25" x 5.5", scored for folding (envelope size A2)

<table>
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<th>1-color 2-sides</th>
<th>2-color 1-side</th>
<th>2-color 2-sides</th>
<th>3-color 1-side</th>
<th>3-color 2-sides</th>
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<tbody>
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<td>$116.40</td>
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<td>$195.25</td>
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</tr>
<tr>
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# Attachment A - Request for Proposals UK-1164-12 - Pricing Form

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## Attachment A - Request for Proposals UK-1164-12 - Pricing Form

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Price per add'l 500 for quantities above 10000

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Series III Sub-Total: $330,737.98
### Attachment A - Request for Proposals UK-1164-12 - Pricing Form

#### SERIES IV - LETTERHEAD

Prices listed to be for printing including paper, one side, with UK logo and departmental information

Atlas 25% Cotton Bond, 24#, white, un-watermarked, recycled, Light Cockle finish

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Fox River, 25% Cotton Bond, 20#, white, UK watermarked, recycled, Light Cockle finish

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**SERIES IV SUB-TOTAL** $56,258.75

**GRAND TOTAL- ALL SERIES** $987,058.21
UNIVERSITY OF KENTUCKY
Purchasing Division

Request for Proposal
UK-1164-12
Proposal Due Date- 05/11/12

Stationery Printing
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions terms and conditions carefully.

PROPOSAL NO.: UK-1164-12
Issue Date: April 6, 2012
Title: Stationery Printing
Purchasing Officer: Craig Locke
Phone/Email: (859) 257-2964 / clocke@uky.edu

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: May 11, 2012 3:00 P.M. Lexington, KY time.

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Request for Proposal. When the Request for Proposal 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 Request for Proposal.

2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.

3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

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

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 KRS 523.040:

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

2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;

3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;

4. That the Offeror 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 45A.330 to .340, 164.390, and 139 to the extent required by Kentucky law and will remain registered for the duration of any contract award.

5. That the Offeror, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sale and use tax imposed by Chapter 139 of the laws of the Commonwealth of Kentucky.

6. That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.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 proposal agrees as required by 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 the 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.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory’s name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME: As per RFP Content
NAME OF COMPANY:
DUNS #

PROPOSAL FIRM THROUGH:
ADDRESS:
Phone/Fax:

PAYMENT TERMS:
CITY, STATE & ZIP CODE:
E-MAIL:

SHIPPING TERMS: F.O.B. DESTINATION - PREPAID AND ALLOWED
TYPED OR PRINTED NAME:
WEB ADDRESS:

FEDERAL EMPLOYER ID NO.: SIGNATURE:
DATE:

ATTENTION: This is not an order. Read all instructions terms and conditions carefully.
## Table of Contents

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<th>Page</th>
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1.0 **DEFINITIONS**

The term "addenda" means written or graphic instructions issued by the University of Kentucky prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

The term "competitive negotiations" means the method authorized in the Kentucky Revised Statutes, Chapter 45A.085.

The terms "offer" or "proposal" means the Offeror(s) response to this Request for Proposal.

The term "Offeror" means the entity or Contractor group submitting proposal.

The term "Contractor" means the entity receiving a contract award.

The term "Purchasing Agency" means the University of Kentucky, Division of Purchasing, Room 322 Peterson Service Building, Lexington, KY 40506-0005.

The term "Purchasing Official" means the University of Kentucky’s appointed contracting representative.

The term "Responsible Offeror" 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 an Offeror 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 Offeror and the University this is so serious and compelling that it may negatively impact the work performed under this RFP; or any other cause determined to be so serious and compelling as to affect the responsibility of the Offeror.

The term "solicitation" means Request for Proposal (RFP).

The term "University" means University of Kentucky.
2.0 GENERAL OVERVIEW

2.1 Intent and Scope

This Request for Proposals is to establish **Price Contract(s) for Stationery Printing** for the University of Kentucky, Lexington, Kentucky. The resultant price contract(s) shall be for printing of stationery products which include, but are not limited to, business cards, letterhead, envelopes, invitations, forms, and related products/services.

It is the University’s intent to award multiple contracts from this Request for Proposal, although it reserves the right to award a single contract, or no contracts.

It is the University’s intent to award a minimum of one price contract to an Offeror whose primary printing facility is physically located in the central Kentucky area and in compliance with all terms and conditions of this Request for Proposals. The definition of “central Kentucky” in this regard consists of Fayette County and contiguous counties.

Awardees of contracts will serve as “one-stop” shops providing all required stationery-related products and services of the University whether they be provided in-house or via a sub-contracting structure. Contract awardees are fully and solely responsible to the University for all products and services provided through their contract.

Offerors must provide pricing on all sections and items in this solicitation. No area should be left blank. For items that are no cost, Offerors must enter a “0”. Any section or blank not completed will be considered free and at no-charge to the University.

This Request for Proposal does not include products or services related to full-service printing, newsprint, non-printing Public Relations/Advertising, and any other items the University may deem as non-appropriate.

Although most orders against the resultant contracts would originate with the Lexington campus, Offerors are advised the University has multiple outlying research and satellite offices throughout the state which may purchase from the resultant contracts. This includes county Cooperative Extension Service (CES) offices throughout the state.

2.2 Background Information

The University currently has two stationery printing contracts. Information regarding the University’s printing services and current contracts can be found on the Purchasing website at: [http://www.uky.edu/Purchasing/printingsvcs.htm](http://www.uky.edu/Purchasing/printingsvcs.htm).

Estimated expenditures for all (full-service and stationery combined) printing purchases by the University are approximately $3.5 million per year.
2.3 University Information

Founded in 1865, the University of Kentucky (UK) is a public, research-extensive, land grant university dedicated to enriching people's lives through excellence in teaching, research, and service. UK's campus covers more than 716 acres and total enrollment is more than 28,000 students representing all Kentucky counties, every state in the nation, and 117 countries. UK has more than 12,000 full-time employees.

The University is led by Dr. Eli Capilouto who assumed the presidency July 1, 2011. He is UK's 12th president.

The University of Kentucky has long embraced its mission to provide excellent education to outstanding resident and non-resident students, recognizing that a knowledgeable populace is the best foundation for a prosperous Commonwealth. As one of America’s premier public research institutions, UK conducts $300 million a year in research and provides service, attacking some of the state’s most significant challenges, in every corner of the Commonwealth and beyond.

Some 200 major and degree programs are available at UK in 16 academic and professional colleges. The colleges include: Agriculture, Arts and Sciences, Business and Economics, Communications and Information Studies, Dentistry, Design, Education, Engineering, Fine Arts, Health Sciences, Law, Medicine, Nursing, Pharmacy, Public Health, and Social Work. UK boasts more than 70 national rankings for academic excellence.

UK operates a nationally recognized research library system, with the capstone being the world-class William T. Young Library. UK’s book endowment is the largest among public universities. Its library network and technology provide extraordinary service to students in the colleges of Medicine, Law, Engineering, Fine Arts and other programs. Meanwhile, students, faculty and Kentucky residents can use UK Libraries' advanced technology to access the most up-to-date information from online journals, government publications and private studies.

The UK Medical Campus is considered one of the nation’s finest academic medical centers and is comprised of the academic, research and patient care entities of the University of Kentucky including the colleges of medicine, pharmacy, dentistry, public health, health sciences and nursing. In addition, the University's clinical enterprise, UK HealthCare, includes UK Chandler Hospital, and Kentucky Children's Hospital where care is provided to the most critically injured and ill patients in the region.

UK Chandler Hospital and Kentucky Children’s Hospital have 569 beds and are supported by more than 600 faculty physicians and dentists, 500 resident physicians, and a staff of nearly 4,000 committed to high-quality patient care.

In July 2007, UK HealthCare acquired Samaritan Hospital, now called UK Good Samaritan Hospital. Originally founded in 1888, the hospital has a long tradition of providing exceptional patient care as an acute-care facility and currently has 222 licensed beds.

In May 2011, the first two patient floors of the new 1.2 million square feet patient care pavilion at UK Chandler Hospital opened with 128 intensive care and acute care beds. Also, opening were many common public spaces including the atrium, chapel, surgical waiting room and a 305-seat auditorium, which hosts the Lucille Caudill Little Performing Arts in Healthcare Program. In addition, the new UK Chandler Emergency Department opened in July 2010. A state-of-the-art facility that is more than two times the size of the previous emergency department, it features carefully planned
spaces that enable staff to treat and discharge more quickly, or, if the patient needs further treatment, to admit the patient promptly for inpatient services. The Level I trauma center provides the highest level of surgical care to adult and pediatric trauma and time sensitive emergent patients and has a full range of specialists and equipment available 24 hours a day.

Research at UK is a dynamic enterprise encompassing both traditional scholarship and emerging technologies. Since 2002, the University has consistently exceeded $200 million in grant and contract awards. In FY 2011, UK faculty successfully competed for grants and contracts totaling $299.1 million, including $167.3 million in federal funds. The National Science Foundation ranks UK 30th among public universities and 49th among public and private universities in research expenditures. UK has a winning track record of bringing innovations and technologies to the marketplace, successful collaborations with business and industry, creating startup companies based on UK research, and assisting small businesses throughout the Commonwealth. UK consistently ranks 1st in creating startups among UK benchmark institutions. Other recent rankings include 4th in creating startups and 41st in licensing income among all public institutions.

UK’s agenda is to accelerate the movement toward academic excellence and to become known worldwide for the quality of its academic programs, its commitment to undergraduates, its success in building a diverse community, and its engagement with the larger society.

Visit the University of Kentucky Web site at http://www.uky.edu.

3.0 PROPOSAL REQUIREMENTS

3.1 Key Event Dates

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* The Potential Offeror Presentations and Contract Award are projected dates.

3.2 Offeror Communication

To insure that RFP documentation and subsequent information (modifications, clarifications, addendum, written questions & answers, etc.) is directed to the appropriate persons within the Offeror’s firm, each Offeror who intends to participate in this RFP is to provide the following information to the Purchasing Officer. Prompt, thorough compliance is in the best interest of the Offeror. Failure to comply may result in incomplete or delayed communication of addenda or other vital information. Contact information is the responsibility of the Offeror. Without the prompt information, any communication shortfall shall reside with the Offeror.

- Name of primary contact
- Mailing address of primary contact
- Telephone number of primary contact
- Fax number of primary contact
• E-mail address of primary contact
• Additional contact persons with same information provided as primary contact

This information shall be transmitted via fax or e-mail to:

Craig Locke
Purchasing Division
University of Kentucky
322 Peterson Service Building
Lexington, KY 40506-0005
Phone: (859) 257-2964
Fax: (859) 257-1951
E-mail: clocke@uky.edu

All communication with the University regarding this RFP shall only be directed to the University Purchasing Officer listed above.

3.3 **Pre-Proposal Conference**

No Pre-Proposal Conference is planned for this Request for Proposals.

3.4 **Offeror Presentations**

All Offerors whose proposals are judged acceptable for award may be required to make an Offeror presentation to the evaluation committee.

3.5 **Preparation of Offers**

Offeror is expected to follow all specifications, terms, conditions, and instructions in this Request for Proposal.

Offeror will furnish all information required by this solicitation.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content. All documentation submitted with the proposal should be bound in the single volume except as otherwise specified.

An electronic version of the RFP is available through the University of Kentucky Division of Purchasing Web site: [http://www.uky.edu/purchasing/](http://www.uky.edu/purchasing/)

Click on: **Bid & Proposal Opportunities**
3.6 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined in accordance with the Transmittal Letter, Section 4.3 (d). If accepted by the University, the deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Note: Offerors shall not submit their standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

3.7 Proposal Submission and Deadline

Offeror must provide one (1) electronic copy on compact disk and ten (10) printed copies of each technical proposal under a sealed cover and one (1) electronic copy on compact disk and ten (10) printed copies financial proposals under separate sealed cover, prior to 3:00 P.M. Lexington, KY time on date as specified in Section 3.1 Key Event Dates and addressed to the Purchasing Officer as listed in Section 3.2 Offeror Communication.

Note: Proposals received after the closing date and time will not be considered. In addition, proposals received via fax or email are not acceptable.

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

Proposals shall be enclosed in sealed envelopes to the above referenced address and shall show the closing time and date specified, the solicitation number, and the name and address of the Offeror on the face of the envelope. The technical proposal shall be submitted in a sealed envelope under separate cover and the financial proposal shall be submitted in a sealed envelope under separate cover. Both sealed envelopes shall have identical information on the cover, with the addition that one will state “Technical Information”, and the other, “Financial Proposal”.

Note: In accordance with the Kentucky Revised Statute 45A.085, there will be no public opening.

3.8 Modification or Withdrawal of Offer

An offer and/or modification of offer received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

An offer may be modified or withdrawn by written notice before the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an Offeror or an authorized representative, provided the identity of the person is made known and the person signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.
3.9 **Acceptance or Rejection and Award of Proposal**

The University reserves the right to accept or reject any or all proposals, or part of proposals, to waive any informalities, technicalities, clarify any ambiguities in proposals, and unless otherwise specified to accept any item in the proposal. In case of error in extension or prices or other errors in calculation, the unit price shall govern. 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.

3.10 **Rejection**

Grounds for the rejection of proposals include, but shall not be limited to:

- Failure of a proposal to conform to the essential requirements of the Request for Proposal.
- Imposition of conditions that would significantly modify the terms and conditions of the solicitation or limit the Offeror’s liability to the University on the contract awarded on the basis of such solicitation.
- Failure of the Offeror to sign the University Request for Proposal, as part of the proposal. This includes the Authentication of Proposal and Statement of Non-collusion and Non-conflict of Interest statements.
- Receipt of proposal received after the closing date and time specified in the RFP.

3.11 **Addenda**

Any addenda or instructions issued by the Purchasing Agency prior to the time for receiving proposals shall become a part of this RFP. Such addenda shall be acknowledged in the proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

3.12 **Disclosure of Offeror’s Response**

The Request for Proposal specifies the format, required information, and general content of proposals submitted in response to this RFP. The Purchasing Agency will not disclose any portions of the proposals prior to contract award to anyone outside the Purchasing Division, the University’s administrative staff, representatives of the State or Federal Government, if required, and the members of the committee evaluating the proposals. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted proposal shall remain a valid proposal for six (6) months after the proposal due date.

The University shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.
3.13 Restrictions on Communications with University Staff

From the issue date of this RFP until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the RFP 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 Offeror presentations.

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

3.14 Cost of Preparing Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Offerors. The University of Kentucky will provide no reimbursement for such costs.

3.15 Disposition of Proposals

All proposals become the property of the University. The successful proposal will be incorporated into the resulting contract by reference.

3.16 Alternate Proposals

Offerors may submit alternate proposals. If more than one proposal is submitted, all must be complete (separate) and comply with the instructions set forth within this document. Each proposal will be evaluated on its own merits.

3.17 Questions

All questions should be submitted by either fax or e-mail to the Purchasing Officer listed in Section 3.2 no later than dated listed in Section 3.1.

3.18 Section Titles in the RFP

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer the construction of contractual language.

3.19 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For
breach or violation of this provision, the University shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

3.20 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the University Purchasing Office, signed by the Offeror. Unless requested by the University, the University will not accept revisions, or alterations to proposals after the proposal due date.
4.0 PROPOSAL FORMAT AND CONTENT

4.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the proposal. Offerors should read it carefully and address it completely and in the order listed to facilitate the University's review of the proposal.

Proposals shall be organized into the sections identified below. The content of each section is detailed in the following pages. It is strongly suggested that Offerors use the same numbers for the following content as are used in the RFP.

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form.
- Transmittal Letter
- Executive Summary and Proposal Overview
- Criteria 1 - Offeror Qualifications
- Criteria 2 - Services Defined
- Criteria 3 - Financial Proposal
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule
- Criteria 5 - Other Additional Information

4.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non-Conflict of Interest Form

The Offeror will sign and return the proposal cover sheet and print or type her/his name, firm, address, telephone number and date. The person signing the offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the Purchasing Agency. The signer shall further certify that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the principal Offeror.

4.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. It shall include:

a) A statement referencing all addenda and written questions, the answers and any clarifications to this RFP issued by the University and received by the Offeror. If no addenda have been received, a statement to that effect should be included.

b) A statement that the Offeror's proposal shall remain valid for six (6) months after the closing date of the receipt of the proposals.

c) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
d) A statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.

e) A statement that identifies the Confidential Information as described in Section 6.23 Confidentiality.

Note: Offerors shall not submit your standard terms and conditions as exceptions to the RFP Terms and Conditions. Each exception to a University term and condition shall be individually addressed.

4.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire proposal.

4.5 Criteria 1 - Offeror Qualifications

The purpose of the Offeror Qualifications section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. Provide a brief narrative of your firm including the products/services you offer, firm history, scope of present customer base, number of employees, numbers of years in business, etc.

2. Provide information (bio, background, etc.) on the account representative(s) that would service the University account. Describe the company structure in which the account representative(s) work and how it operates to service the University’s needs. Provide an organizational chart of your company including individuals other than Account Executive who will be responsible for the University’s account and provision of related services as requested.

3. Describe the physical location of your office and the facility that will service the University’s needs. What is the physical address of your main facility and approximate distance from University of Kentucky campus? Does your company have multiple or split locations? If so, provide address and individual services conducted at each.

4. Describe past sales or services that your company has provided to clients that are similar to the items requested in this RFP. Have you provided similar products or services to public service clients, educational institutions, and/or HealthCare clients?

5. Provide certified, audited financial statements including a full set of notes as follows:
   a. For the past three (3) fiscal years, include at a minimum, income statements, balance sheets, and statements of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible for the reasons why, if they are not available.
b. For a private held company, when certified audited financial statements are not prepared; a written statement from the company's certified public accountant, stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions.

c. The company’s most recent debt rating from Standard & Poors, Moody’s or Dunn & Bradstreet.

Failure to provide the above financial information may result in rejection of proposal submission.

6. If the Offeror has had a contract terminated for default in the last five (5) years, describe such incident. Submit full details for the default, including the other parties’ name, address, and phone number. Present the Offeror’s position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Offeror has experienced no such termination for default in the past five years, so indicate.

7. Describe other qualifications your firm offers that may be beneficial to the University for evaluation purposes of this RFP.

4.6 **Criteria 2 – Services Defined**

The purpose of the Services Defined section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

Reference Section 7 for all Services Defined.

4.7 **Criteria 3 – Financial Proposal**

The Financial Summary Form shall contain the complete financial offer made to the University using the format contained in Section 8.0. **All financial information must be submitted in a sealed envelope under separate cover.**

4.8 **Criteria 4 - Evidence of Successful Performance and Implementation Schedule**

The purpose of the Evidence of Successful Performance and Implementation Schedule section is to determine the ability of the Offeror to respond to this Request for Proposal. Offerors must describe and offer evidence of their ability to meet each of the qualifications listed below.

1. If awarded a contract, describe what steps you would take (along with a timeline) to initially engage University departments for printing purchase needs.

2. Provide name and contact information for a minimum of three (3) references for whom you have provided products and/or services similar to the items in this RFP. By providing the reference information, Offeror permits the University to contact the references.
4.9 **Criteria 5 - Other Additional Information**

Please provide any additional information that the Offeror feels should be considered when evaluating their proposal.

The Offeror may present any creative approaches that might be appropriate. The Offeror may also provide supporting documentation that would be pertinent to this RFP.
5.0 EVALUATION CRITERIA PROCESS

A committee of University officials appointed by the Director of Purchasing will evaluate proposals and make a recommendation to the Director of Purchasing. The evaluation will be based upon the information provided in the proposal, additional information requested by the University for clarification, information obtained from references and independent sources, and oral presentations, if requested.

The evaluation of responsive proposals shall then be completed by an evaluation team, which will determine the ranking of proposals. Proposals will be evaluated strictly in accordance with the requirements set forth in this solicitation, including any addenda that are issued. The University will award the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this RFP.

The evaluation of proposals will include consideration of responses to the list of criteria in Section 4.0. Offerors must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the proposal.

The relative importance of the criteria is defined below:

**Primary Criteria**

- Offeror Qualifications
- Services Defined
- Financial Proposal
- Evidence of Successful Performance and Implementation

**Secondary Criteria**

- Other Additional Services

The University will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses.

Proposals must contain responses to each of the criteria, listed in Section 4 even if Offeror’s response cannot satisfy those criteria. A proposal may be rejected if it is conditional or incomplete in the judgment of the University.
6.0 SPECIAL CONDITIONS

6.1 Contract Term

The contract resulting from this RFP shall be effective for a one (1) year period and is renewable for up to four (4) additional one-year renewal periods. The total contract period will not exceed five (5) years. Annual renewal shall be contingent upon the University’s satisfaction with the services performed.

6.2 Effective Date

The effective date of the contract shall be the date upon which the Parties execute it and all appropriate approvals, including the Commonwealth of Kentucky Government Contracts Review Committee, have been received.

6.3 Competitive Negotiation

It is the intent of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.

The University will review all proposals properly submitted. However, the University reserves the right to request necessary modifications, reject all proposals, reject any proposal that does not meet mandatory requirement(s) or cancel this RFP, according to the best interests of the University.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a Best and Final offer to the Purchasing Agency. All information received prior to the cut-off time will be considered part of the Offeror's Best and Final offer.

The University also reserves the right to waive minor technicalities or irregularities in proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

6.4 Appearance Before Committee

Any, all or no Offerors may be requested to appear before the evaluation committee to explain their proposal and/or to respond to questions from the committee concerning the proposal. Offeror(s) are prohibited from electronically recording these meetings. The committee reserves the right to request additional information.

6.5 Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to the contract established from this Request for Proposal. No modification or change of any provision in the resulting contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the
contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

6.6 **Contractor Cooperation in Related Efforts**

The University reserves the right to undertake or award other contracts for additional or related work to other entities. The Contractor shall fully cooperate with such other Contractors and University employees and carefully fit its work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by University employees. This clause shall be included in the contracts of all Contractors with whom this Contractor will be required to cooperate. The University shall equitably enforce this clause to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

6.7 **Entire Agreement**

The Request for Proposal (RFP) shall be incorporated into any resulting Contract. The resulting contract, including the RFP and those portions of the Offeror’s response accepted by the University shall be the entire agreement between the parties.

6.8 **Governing Law**

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the Property or the improvements upon same, or the use thereof, and will not permit the same to be used for any illegal or immoral purposes, business or occupation. The resulting contract shall be governed by Kentucky Law and any claim relating to this contract shall only be brought in the Franklin Circuit Court in Accordance with KRS 45A-245.

6.9 **Termination for Convenience**

The University of Kentucky, Division of Purchasing, reserves the right to terminate the resulting contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of “notice of termination”, the Contractor shall discontinue all services with respect to the applicable contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to “notice of termination” and a fixed fee contract will be pro-rated (as appropriate).

6.10 **Termination for Non-Performance**

**Default**

The Director of Purchasing may terminate the resulting contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in
ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract

- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.

- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

**Notification**

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

6.11 **Funding Out**

The University may terminate this contract if funds are not appropriated or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The University shall provide the contractor thirty (30) calendar days written notice of termination under this provision.

6.12 **Prime Contractor Responsibility**

Any contracts that may result from the RFP shall specify that the Contractor or Contractors is (are) solely responsible for fulfillment of the contract with the University.

6.13 **Assignment**

The Contractor(s) shall not assign the contract in whole or in part without the prior written consent of the University. Any attempted assignment shall be void.
6.14 **Permits, Licenses, Taxes and Commonwealth Registration**

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of all federal, state, and local governments in which work under this contract is performed.

The Contractor must furnish certification of authority to conduct business in the Commonwealth of Kentucky as a condition of contract award. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP.

The Contractor shall pay any sales, use, personal property and other taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be the responsibility of the Contractor.

The Contractor will be required to accept liability for payment of all payroll taxes or deductions required by local and federal law, including, but not limited to old age pension, social security or annuities.

6.15 **Attorneys’ Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the University prevails, the Contractor agrees to pay all expenses of such action, including attorneys’ fees and costs at all stages of litigation.

6.16 **Patents, Copyrights and Trademarks**

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

6.17 **Indemnification**

The Contractor shall indemnify, hold and save harmless the University, its affiliates and subsidiaries and their officers, agents and employees from losses, claims, suits, actions, expenses, damages, costs (including attorney fees of attorneys of the University’s choice and court costs) expenses, all liability of any nature or kind arising out of or relating to the Contractor’s response to this Request for Proposal or its performance or failure to perform under the contract awarded from this RFP. This clause shall survive termination for as long as necessary to protect the University.

6.18 **Insurance**

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverage’s insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.
**COVERAGES**

<table>
<thead>
<tr>
<th></th>
<th><strong>LIMITS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Requirements (Kentucky)</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined) $2,000,000 Products and Completed Operations Aggregate</td>
</tr>
<tr>
<td>Business Automobile Liability, covering owned, leased, or non-owned autos</td>
<td>$1,000,000 each occurrence (BI &amp; PD combined)</td>
</tr>
<tr>
<td>Printer Errors and Omissions</td>
<td>$1,000,000 each occurrence</td>
</tr>
</tbody>
</table>

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverage’s and limits to the University of Kentucky Division of Purchasing. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this RFP/contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers’ Compensation, in favor of the University, its trustees and employees.

### 6.19 Method of Award

It is the intent of the University to award a contract to the qualified Offeror 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.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the proposal received.

It is the intent of the University to award a minimum of one (1) price contract to a lowest responsive and responsible bidder located in the central Kentucky area. The definition of “central Kentucky” in this regard consists of Fayette County and contiguous counties.

### 6.20 Reciprocal Preference

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

The University, or its duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence which are directly pertinent to this contract for the purpose of financial audit or program review. Records or other information confidentially disclosed as part of the solicitation process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided by the Kentucky Open Records Act. Additionally, the contractor recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act.

6.22 Confidentiality

The University recognizes an Offeror's possible interest in preserving selected information and data included in the proposal; however the University must treat such information and data as required by the Kentucky Open Records Act, KRS 61.870, et seq.

Information areas which normally might be considered proprietary, and therefore confidential, shall be limited to individual personnel data, customer references, formulae, and company financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas and the Offeror declares them to be proprietary in nature and not available for public disclosure, the Offeror shall declare in the Transmittal Letter the inclusion of proprietary information and shall noticeably label as confidential or proprietary each sheet containing such information. Proposals containing information declared by the Offeror to be proprietary or confidential, either whole or in part, outside the areas listed above may be deemed non-responsive and may be rejected.

The University's General Counsel shall review each Offeror's information claimed to be confidentiality and, in consultation with the Offeror if needed, make a final determination as to whether or not the confidential or proprietary nature of the information or data complies with the Kentucky Open Records Act.

6.23 Conflict of Interest

This Request for Proposal and any resulting contract is subject to provisions of the Kentucky Revised Statutes regarding conflict of interest and the University of Kentucky's Ethical Principles and Code of Conduct (http://www.uky.edu/Legal/ethicscode.htm). When submitting and signing a proposal, an Offeror is certifying that no actual, apparent or potential conflict of interest exists between the interests of the University and the interests of the Offeror.

A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

Questions concerning this section or interpretation of this section should be directed to the University Purchasing Officer identified in this Request for Proposal.
6.24 **Extending Contract**

The Offeror’s response to this RFP must state whether or not the Offeror will permit the use of this contract by other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky. An answer to this issue must be submitted within the response.

6.25 **Personal Service Contract Policies**

Pursuant to the Kentucky Model Procurement Code (Code), the Government Contract Review Committee (GCRC) of the Kentucky General Assembly may establish policies that govern personal service contracts. Under the Code, a personal service contract is an agreement whereby an individual, firm, partnership, or corporation is to perform certain services requiring professional skill or professional judgment for a specified period of time at an agreed upon price.

**Professional Service Rate Schedules:**

The GCRC has established rate schedules for certain professional services and may impact any contract established under the Code. These rate schedules are located on the GCRC website at [http://www.lrc.ky.gov/statcomm/Contracts/homepage.htm](http://www.lrc.ky.gov/statcomm/Contracts/homepage.htm).

**Invoicing of Personal Service Contracts:**

The Kentucky Model Procurement Code was recently amended to establish conditions for invoicing for fees for personal service contracts. It states, “No payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice on a form established by the committee.” The Government Contract Review Committee has adopted a personal service contract invoice form that must be submitted as a condition of payment. A copy of the form is located on the GCRC website at [http://www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf](http://www.lrc.ky.gov/statcomm/contracts/PSC%20INVOICE%20form.pdf).

6.26 **Copyright Ownership and Title to Designs and Copy**

Contractor and University intend this RFP to result in a contract for services, and both consider the products and results of the services to be rendered by Contractor hereunder to be a work made for hire. Contractor acknowledges and agrees that the work and all rights therein, including, without limitation, copyright, belongs to, and shall be the sole and exclusive property of the University. For any work that is not considered a work made for hire under applicable law, title and copyright ownership shall be assigned to the University.

Title to all dies, type, cuts, artwork, negatives, positives, color separations, progressive proofs, plates, copy, and any other requirement not stated herein required for completion of the finished product for use in connection with any University job shall be the property of and owned by the University. Such items shall be returned to the appropriate department upon completion and/or delivery of work unless otherwise authorized by the University. In the event that time of return is not specified, Contractor shall return all such items to the appropriate University department within one week of delivery.
6.27  University Graphic Standards

The Contractor must adhere to all University of Kentucky Graphics Standards. University Graphics Standards are maintained by the University 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 contract cancellation. Only the UKPR Director or designee can approve exceptions to the University standards.

Graphics standards for the UK HealthCare areas is governed by UK HealthCare Clinical Enterprise Graphic Standards, found at: http://www.ukhealthcare.uky.edu/about/staff/marketing/Graphic-Standards.aspx.

Examples of business cards, envelopes, letterhead, etc. purchased by the University can be found on the UK Graphics Standards website. The University Graphics Standards manual contains varying styles of business cards, letterhead, envelope, etc. Offeror’s proposal should reflect pricing to print any design style of business card, stationery, etc. which may be found in the UK Graphics Standards requirements.

The successful contractor is responsible for ensuring all publications produced by their company for the University meet the University’s graphic standards even if the materials are provided by a department in ready-to-print fashion. In the event ready-to-print materials provided by a department do not meet the University’s graphics standards, the successful printer shall refuse to print the job and/or if needed work with the department to modify the materials to meet the graphics standards prior to production.

6.28  Printing Statutes

The Purchase of Printing Services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Specifically all Printing must be awarded to the lowest responsive bidder and approved by the Governor of Kentucky. In compliance with these statutes, all printing must be provided by a contract established by the Purchasing Division. Offeror responsiveness will be adjudged solely by the evaluation committee for this RFP based on the requirements, terms, and conditions within.

6.29  Damaged or Inferior Material

When services are not delivered on the agreed date between the contractor and the University, or if inferior or incomplete work is found, the Purchasing Division in concurrence with the using department reserves the right to reject such materials and request replacement as stated above or authorize the contractor to issue a credit based on the University’s cost for all material found unacceptable.

6.30  Contractor Representation

Successful contractor(s) must have assigned customer service representative(s) available to the University of Kentucky campus and the University of Kentucky Medical Center. The representative(s) will be responsible for meeting with customers on-site at the University of Kentucky, assisting customers in all aspects of design, print and bindery services, the overall quality
of each order, and deadlines. The representative(s) will have the responsibility to call on the Purchasing Division and other University Departments to resolve invoice discrepancies and other problems that may occur. The representative(s) must be available to the University of Kentucky through local, toll-free or collect telephone calling, email, and fax, as well as meetings when necessary with the University’s Purchasing Division. This representative(s) will also be required to arrange for transportation of copy, proofs, samples and any other material as required to manufacture orders under this contract. The above responsibilities will be on an as-needed basis unless otherwise specified.

6.31 Site Review

As part of the evaluation process the University may request an on-site review and tour of Offeror’s plant and facilities. The Offeror agrees to facilitate the tour at the University’s request.

6.32 Options to Secure Bids

The University of Kentucky reserves the right to secure bids on the open market for any printing service(s) deemed appropriate.

6.33 Definition of Products Under the Resultant Contract(s)

The contract(s) resulting from this Request for Proposals shall be services and products related to stationery printing as listed below:

- Business Cards
- Envelopes
- Letterhead
- Invitations
- Forms
- Announcement Cards
- Appointment Cards
- Thank You Cards
- Reply Cards (RSVP)
- Reservation Cards
- Birthday Cards
- Holiday Cards
- Promotional Cards
- Donation Request Cards
- Planned Giving Cards
- Note Cards
- Post Cards
- Survey Cards
- Tent Cards
- Name Tag with UK Logo
- Name Badge with UK Logo

The successful contractor(s) shall not print, produce, or sell to University departments any of the following items against this contract:
Products or services related to full-service printing
Newsprint
Non-printing Public Relations/Advertising
Any other items the University deems non-appropriate.

If successful contractor(s) receives a request from a University department for printing any of the above items, they shall refer the department to the Purchasing Division. If successful contractor(s) is contacted by a University department regarding a mixed printing purchase consisting of both stationery and non-stationery items, the successful contractor(s) shall contact the Purchasing Division for guidance. Non-compliance with this requirement can have a penalty up to and including contract cancellation.

6.34 Recycled Content of Paper

All paper will be supplied by the successful contractor(s) at a cost no greater than contractor cost plus 3% (percent) handling fee.

Recycled paper must be used for all University of Kentucky printing services in accordance with Kentucky Revised Statutes 45A.500A through 45A.540A and Kentucky Administrative Regulations 200 KAR 5:330.

Minimum Recycled Content shall be as follows:

(1) Xerographic paper (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

(2) Carbonless printing paper (all sizes and colors) shall contain thirty (30) percent recovered paper material.

(3) Flat sheet printing papers.

(a) Paper, offset and opaque (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(b) Paper, text (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(c) Paper, parchtex (all sizes and colors) shall contain fifty (50) percent recovered paper material of which fifteen (15) percent shall be post consumer waste.
(d) Paper, cover, antique or wove or text (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(e) Paper, index (all sizes and colors) shall contain fifty (50) percent recovered paper material of which twenty (20) percent shall be post consumer waste.

(4) Business papers

(a) Paper, mimeographic (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(b) Paper, spirit process (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(c) Paper, rag bond (all sizes) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.
(d) Paper, sulfite bond (all sizes and colors) shall contain fifty (50) percent recovered paper material of which ten (10) percent shall be post consumer waste.

Pad backing (all types and sizes) shall contain ninety (90) percent recovered material.

6.35 Overruns and Underruns

Upon award of a contract, the successful contractor(s) understands that under-runs must not exceed 10% and over-runs must not exceed 10%. Successful contractor(s) will bill for actual quantities delivered within this tolerance. Full count requested is always expected for each printing job produced.

6.36 Work Performed on Overtime

The successful contractor(s) may not charge overtime for any work performed in connection with a resultant price contract without specific prior written approval from the University of Kentucky Purchasing Division.

6.37 Cost Estimates

The Customer Service Representative must provide cost estimates as required by the department. These estimates shall not be considered as an order. Estimates shall be in accordance with the contract prices. Customer inquiries and requests for estimates shall be accepted by successful contractor(s) via phone, email, fax, or UK Printing Services order form. Successful contractor must have a signed estimate and approved proof before any order is to be accepted or scheduled for production.

At some point during the life of the resultant contract, the University may request successful contractors to standardize their estimating practices in accordance with the University’s business processes. The contractor agrees, if requested by the University, to standardize their printing estimate practices to meet the University’s needs.

6.38 Order Procedures, Placement, and Tracking

Contract items will be ordered as required to meet departmental needs. Successful contractor(s) must have an electronic or manual job order form and tracking system for use with University order placement. Offerors must include with their submission a sample job order form and a description of their tracking system. The job order form must include, as a minimum, the following information:

- Job order number
- Department name
- Complete address
- Contact/ordering person
- Delivery time
• SAP account number(s) of the department (Reference section below regarding reporting requirement. This internal accounting information is used for University reporting purposes only. The SAP account number information is not used for payment purposes.)
• Description of item(s) ordered
• Quantity ordered
• Contract pricing information

The job order form and tracking system must be approved by the University as part of award consideration.

6.39 **Pickup and Delivery**

There shall be no separate charges for pickup or delivery of copy, proofs, estimates, paper or any other material required to produce an order.

All items will be shipped F.O.B. Destination – Prepaid and Allowed to the University of Kentucky in Lexington, Kentucky and any related points within Fayette County and contiguous counties thereof. All freight costs and materials in transit will be the responsibility of the contractor. Any freight claims will be the responsibility of the contractor.

6.40 **Damaged or Inferior Material**

All damaged shipments or inferior material will be rejected by the University and immediate notification will be given to the contractor. Any rejection of delivery for damaged or inferior materials by the University must be replaced by the contractor within ten (10) working days.

6.41 **Parking Permit**

Awarded contractors may purchase a vendor parking permit at their discretion for company vehicles. Any permit fees are responsibility of the contractor. Comprehensive information regarding parking permits for vendors can be found on the Parking & Transportation website at: [http://www.uky.edu/pts/parking-permits_vendor-permits](http://www.uky.edu/pts/parking-permits_vendor-permits). Vendors are subject to all parking guidelines as outlined on the above website.

6.42 **Invoicing and Payment Procedures**

Payment for printing services shall be made with one of the following methods below. It shall be the responsibility of the ordering department, in conjunction with University Business Procedures and Purchasing Division policy, to establish the correct payment method.

1. Payment via departmental procurement card. This is the preferred, although not exclusive, method for small-dollar purchases.

2. Payment via University purchase order as issued by the Purchasing Division.
Successful contractor(s) shall not begin production on any purchase for printing services before one of the above payment options has been confirmed (end-user confirmation that procurement card will be used for payment or a purchase order issued by the Purchasing Division). With the exception of purchases by the Kentucky Medical Services Foundation (KMSF), no other methods of payments shall be accepted by the successful contractor(s). Under no circumstance shall payments be made from the University directly to subcontractors.

Payment will be made to successful contractor(s) as each shipment is completed and invoiced. Under no circumstances are payments against University procurement cards to be charged until job is completed, delivered and accepted in good condition by the department. The University of Kentucky will issue payment only at satisfactory completion and delivery of an order. All invoices must be mailed to the address as specified on the purchase order or approved estimate form and must reference the following:

1. Job Order Number
2. Purchase order number or reference to payment via departmental procurement card
3. Ordering Department
4. Ship To Address
5. Description of items purchased with quantities. Items must be identified by the price contract line item number.
6. Prices as stipulated by contract

Contractor invoice shall identify each line item number and the associated cost for pricing for each contract line. Paper costs shall be listed separately. Random audits of invoices to ensure billing consistency with contract pricing may be conducted by the Purchasing Division.

The successful contractor(s) accepts responsibility for invoicing at the contract prices and in the units of measure as identified in the price contract.

Contractor may not quote or charge more than their contract prices. Contractor is not prohibited from charging less than their contract rates or providing items at no cost.

All work under the contract that is performed by subcontractors must comply with the contract established rates (or lower).

Failure by the successful contractor(s) to provide correct invoices can delay payment and may result in probation or termination of contract.

6.43 Reporting Requirements

The successful contractor(s) shall provide the Purchasing Division with a quarterly financial report of all work completed under the contract within the referenced quarter. Each report is due by the 10th of the month following the end of the quarter as listed below.

<table>
<thead>
<tr>
<th>Fiscal year</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st quarter</td>
<td>July 1 through September 30</td>
<td>October 10</td>
</tr>
<tr>
<td>2nd quarter</td>
<td>October 1 through December 31</td>
<td>January 10</td>
</tr>
<tr>
<td>3rd quarter</td>
<td>January 1 through March 31</td>
<td>April 10</td>
</tr>
<tr>
<td>4th quarter</td>
<td>April 1 through June 30</td>
<td>July 10</td>
</tr>
</tbody>
</table>
The reports must be electronically maintained in Microsoft Excel and forwarded to the Purchasing Division as file attachments via email. An Excel template form file for use with this reporting requirement will be provided to successful contractor(s) upon contract award. Successful contractor(s) must use the Excel file template provided as part of contract award for this reporting requirement. Other file types or formats cannot be provided as substitutes.

The information to be included in the reports will be for each order provided to the University, and is to include, but may not be limited to, the following items:

1. Name/Description of Job
2. Job Ticket Number
3. Name of Department
4. SAP Account Number(s) of Ordering Department (to be obtained upon order placement)
5. Cost of Job
6. Date of completion
7. Quantity ordered
8. Billing reference (either the word “Procurement Card” or Purchase Order number)
9. Total of all UK jobs for the Quarter

The Purchasing Division reserves the right to request other reports on an as-needed basis with regard to the resulting price contract(s). The reports are a contractual requirement and failure to submit shall be cause for contract cancellation.

6.44 Subcontractors

In the event Offeror(s) chooses to subcontract, the awarded contractor(s) will remain responsible for all work performed by subcontractor, including quality of work, scheduling and final billing. Offerors are to identify within their proposal any and all subcontractors that may be utilized in fulfilling products and services against resultant price contract and their intended function or service (Reference Attachment C). Failure to comply with this requirement may result in rejection of proposal.

Upon contract award the successful contractor(s) using a subcontractor not stated in the contract award must submit the new subcontractor to the Purchasing Division for approval prior to using the new subcontractor. Failure to comply with this requirement may result in termination of price contract. In keeping with Conflict of Interest policies, no subcontractor can be a regular staff or faculty employee of the University.

The addition of subcontractors to the price contract shall be at the mutual consent of the successful contractor(s) and the Purchasing Division. Form and protocol for requesting addition of subcontractor(s) will be provided to successful contractor(s) upon contract award.

The University will not sign any document with subcontractors related to printing services provided through their prime contractor. Under no circumstance shall payments be made from the University directly to subcontractors for printing services.

The contractor is responsible for their subcontractors following all requirements of the University Graphics Standards.
6.45 **Printing Jobs Involving Mail Services**

All contractual content related to Mailing Services is outlined in Attachment A. Offerors must fully review, print, and sign Attachment A and return within their proposal submission.

6.46 **Corporate Compliance**

The successful contractor(s) represents and warrants that it is not excluded from participation, and is not otherwise ineligible to participate, in a “federal health care program” as defined in 42 U.S.C. section 1320a-7b(f) or in any other government payment program. In the event that successful contractor is excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this agreement, they will notify UK Chandler Medical Center, Office of Compliance, 317 Health Sciences Building, Lexington, Kentucky 40536 in writing, by certified mail within 72 hours after notice is given. The University of Kentucky shall immediately terminate this agreement upon written notice to the contractor.

The successful contractor represents and warrants that it is aware that UK Chandler Medical Center operates in accordance with a corporate compliance program, employs a Corporate Compliance Officer and operates a 24 hours, seven day a week compliance Comply-line. Successful contractor acknowledges that any violation of said compliance plan can, at the sole discretion of the University of Kentucky, result in the immediate termination of a contract agreement upon written notice to contractor. Successful contractor recognizes that it is under an affirmative obligation to immediately report to UK Chandler Medical Center, Corporate Compliance Officer (through the Comply-line 1-877-898-6072), in writing, or directly (859) 323-6044, any actions by an agent or employee of UKCMC which Offeror(s) believes, in good faith, violates any ethical, professional or legal standard. A copy of the UK HealthCare compliance plan can be reviewed and further information is available from the UK Chandler Medical Center-Corporate Compliance Program website at:

[http://ukhealthcare.uky.edu/compliance/](http://ukhealthcare.uky.edu/compliance/)

6.47 **HIPAA/BAA Amendment and Confidentiality**

Offeror will be required to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA). University of Kentucky master HIPAA/BAA amendment is attached, as Attachment D and will become an integral part of any agreement.

The contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential any information concerning client and patient data, the business of the University, its financial affairs, relations with students, patients, and employees, as well as any other information which may be specifically classified as confidential by the University in writing to the contractor. All Federal and State regulations and statutes related to confidentiality shall be applicable to the contractor. Specifically, the contractor shall have an appropriate agreement and instructions with its employees to that effect, provided, however that the foregoing will not apply to:

a) Information which the University has released in writing from being maintained in confidence.

b) Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected.
c) Information, which, after disclosure, becomes part of the public domain as defined about, through no act of the contractor.

6.48 Participation in Vendor Fair

Successful contractor(s) will be required to participate in an on-campus vendor promotional fair event after contract award. The event will be scheduled on the Lexington campus. Details will be provided at time of contract award. The University will provide the space and basic infrastructure for each contractor (table, chairs, etc.). Successful contractor(s) will be required to display their products and services to potential campus department customers including no-charge samples. The maximum length of the event shall be no more than four hours. Successful contractor(s) participation in the event shall be at no additional charge to the University.

6.49 Compliance with MCPPD Guidelines for Contractors – University HealthCare Areas

Successful contractor agrees to comply with all policies when working in University HealthCare areas as set forth in Attachment E, entitled “Vendor and Contractor Guidelines MCPPD”. The University prefers contractors follow the same guidelines when working in all areas of campus.

6.50 Paper Stock

In addition to recycled paper specifications, all paper for stationery products must meet the following specifications. During the course of the contract, the use of any equivalent or substitute papers must be approved by the Purchasing Division prior to use by contractor.

Series I & II (Business Cards) paper stock shall be:
- Mohawk Via Bright White Smooth Cover, 100 lb. cover or approved equivalent.

Series III (Envelopes) shall be:
- #6 1/4 through #14 Commercial
- #9 Reg. Envelope – White Wove (3 7/8” x 8 7/8”) or approved equivalent
- #10 Reg. Envelope – Fox River, 25% cotton bond, white, Light Cockle, or Atlas 25% cotton bond, white, Light Cockle finish (4 1/8” x 9 ½” ) or approved equivalent
- #10 Window Envelopes – (Smoky and clear window) or approved equivalent
- #6 3/4” White Wove – Plain and Window (Smoky and clear) or approved equivalent
- #6 3/4” Brown Kraft – Plain and Window (Smoky and clear) or approved equivalent

Series IV Related paper stock shall be:
- 65# white cover, vellum or smooth finish or panel cards, plus matching Baronial Envelopes or approved equivalent

Series V Letterhead paper stock shall be 8 1/2” x 11”, grain long, either of the following:
- Atlas 25% Cotton Bond, 24#, white, un-watermarked, recycled, Light Cockle finish
- Fox River 25% Cotton Bond, 20#, white, UK watermarked, recycled, Light Cockle finish

6.51 Proofs

Proofs will be required on all business cards, letterhead, envelopes, invitations and all other printed items covered under the resulting price contract(s). Successful contractor must have proof approval in form of an authorized signature or email approval from the end-using department prior to beginning production.

6.52 Specifications – Business Cards – Series I and II

Quantity

Business cards: minimum of 250 with additional increments of 250

Pages

Printed one or two sides as listed in Attachment B - Pricing Form, Section I

Final Size

2 inches X 3-1/2 inches

Presswork

Standard (smooth printing) printing with inks and sides as listed in Attachment B – Pricing Form, Series I.

Bindery

All cards are to be cleanly trimmed to 2 inches X 3-1/2 inches.

Packaging

All orders shall adhere to the following packaging specifications:

- Business cards are to be boxed separately by name in standard business card boxes manufactured specifically for business cards
- All business card packages are to have a sample of the card contained in the box glued or taped to the top of the box.

6.53 Summary of Required Components

Listed below is a summary of the RFP components to be included in Offeror’s response:

Offeror must provide one (1) electronic copy on compact disk and ten (10) printed copies of each technical proposal under a sealed cover and one (1) electronic copy on compact disk and ten (10)
PROPOSAL NO. [UK-1164-12]

printed copies financial proposals under separate sealed cover as per Section 3.7. The samples portfolio should accompany the technical proposal package.

Technical Proposal:

- Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form (Section 4.2)
- Transmittal Letter (Section 4.3)
- Executive Summary and Proposal Overview (Section 4.4)
- Criteria 1 - Offeror Qualifications (Section 4.5)
- Criteria 2 - Services Defined (Section 4.6 / 7.0)
- Criteria 4 - Evidence of Successful Performance and Implementation Schedule (Section 4.8)
- Criteria 5 - Other Additional Information (Section 4.9)
- Confirmation of extension of contract to other universities and Kentucky agencies (Section 6.24)
- Samples Portfolio as described in Section 7.1
- Completed and Signed Attachment A Mailing Services
- Completed Attachment C Subcontractor Form
- Completed and Signed Attachment D HIPAA Agreement
- Sample job order form
- Sample invoice used by your company for billing

Financial Proposal:

- Criteria 3 - Financial Proposal (Section 4.7 / 8.0) which includes Attachment B Pricing Form
7.0 **Scope of Services**

7.1 **Detailed Services Defined**

1. Describe your physical facilities and list all the pertinent equipment in use which may be applicable to University printing purchases. Include make, model, and age of all major equipment items along with any special notes or capabilities.

2. Describe fully your capabilities for offset printing.

3. Describe fully your capabilities for digital printing including all equipment, processes, including possibilities for cost savings in lieu of offset printing when opportunity presents itself.

4. Provide a general description of your sources for various types of paper that may be used to service the University's needs. Who serves as your most knowledgeable source of information of paper available from the marketplace?

5. How many employees are dedicated for the various work facets?

6. What are the hours of your operation and number of shifts? If a job for the University requires overtime, how is that matter handled?

7. Does your company charge an expedited fee for “rush” jobs? If yes, explain how this fee is charged.

8. Provide a narrative of the process for a standard offset print job. List the stages and processes your company would follow as you work through the job and how you would engage the University from a customer service perspective. Describe your tracking process.

9. Describe your firm's artwork/design capabilities. Describe examples of graphic designs your firm has created that were exemplary in some manner. Do you subcontract graphic design to other vendors? What processes are involved to ensure a quality end product to the University?

10. Attachment B – Pricing form includes line items for basic and complex graphic design and illustration services. For these services provided by your firm, but through a subcontractor, would you agree to price on a “pass-through” basis with no markup? What creative solutions can you offer for provision of graphic design at the lowest possible price to the University?

11. Describe your sub-contracting structure. If you are a successful awardee, how many subcontractors would be affiliated with your company to serve the University’s needs and covering what facets of work? (Offerors are required to complete Attachment C reflecting the exact listing of subcontractors you may engage along with their services, etc. The answer to this question should be a condensed narrative of your subcontracted services.)

12. Provide details on computer platform(s) your company has on site. List number of machines and their capabilities:
   a. Macintosh
   b. Windows
13. Provide details of software programs currently in use in your company and available to serve needs of the University account, including word processing, desktop publishing, graphics, Acrobat, specialized software, etc. List names, platforms and versions.

14. Does your company offer online services for ordering, proofing, estimating, etc. and if so, describe the process.

15. Does your company offer File Transfer Protocol (FTP) capability? If yes, describe capabilities and the process.

16. Describe your company’s capabilities for laser output i.e., highest resolution (DPI) output available, sheet size, color, etc.

17. Provide details of proofing systems available from your company and how are they executed:
   a. Laser proofs
   b. Matchprint, high resolution digital, or equivalent
   c. IRIS, low resolution, or equivalent
   d. .PDF proofs
   e. Other

18. Does your company offer capability for variable data printing? If so, fully describe all capabilities and equipment available to provide this service. Based on the University’s requirements for mailing services (outlined in Attachment B), provide the process by which you would execute variable data printing if requested.

19. How does your company handle printing requests that may involve security or other controlled elements, for example, a printing purchase equivalent to prescription pads? What is your process ensuring the person placing the request is authorized, how is delivery executed to ensure the items are delivered to authorized parties only, etc.?

20. How does your company manage discounts on the rates provided herein for large projects (i.e., recruitment, development pieces, “families” of publications, etc.)?

21. Describe the turnaround times for the following processes or types of jobs (in working days).
   a. Estimates
   b. Business cards
   c. Letterhead
   d. 1-2-3 color jobs, Offset - from proof approval
   e. 4-5-6 color jobs, Offset - from proof approval
   f. 7-8 color jobs, Offset - from proof approval
   g. 1-2-3 color jobs, Digital - from proof approval
   h. 4-5-6 color jobs, Digital - from proof approval
   i. 7-8 color jobs, Digital - from proof approval

22. Describe how printing technologies or best practices available through your facilities could result in potential savings to the University for its printing needs.

23. What factors differentiate your firm from others offering similar products/services?
24. **Samples Portfolio** – Offerors must supply a portfolio of sample items to accompany their proposal. Samples are to be at no charge to the University and are non-returnable. Only the samples listed below are to be included within the portfolio. The samples must be organized and enclosed in protective sheet covers within a 3-ring binder or other similar physical case. The case must be identified with the Offeror’s name, RFP number, and RFP title. Each sample must have a sticker on it reflecting the company’s name and must be labeled as per below to its correlated line item from Attachment B. Offerors are not to send loose samples. Failure to comply with the requirements for samples may result in rejection of proposal response.

   a. Series I Business Card – Standard, Non-Thermography, item A, 5 each
   b. Series I Business Card – Standard, Non-Thermography, item B, 5 each
   c. Series I Business Card – Standard, Non-Thermography, item C, 5 each
   d. Series I Business Card – Standard, Non-Thermography, item D, 5 each
   e. Series II Envelopes – Include 1 sample from each of the types and sizes shown within the section (16 total samples; samples must be 3-color minimum)
   f. Series III – Invitations, Note Cards, etc. – include 3 samples from each Sections A through C (9 total pieces, samples must be 3-color minimum)
   g. Series IV – Letterhead – include 3 samples of the Atlas product and 3 samples of Fox River product. The Fox River samples are not required to have the UK watermark. Samples must be at least 2-color minimum.

7.2 **Optional Services**

Offers may provide in narrative form any additional optional service(s) offered by their firm which may be of use or relate to this RFP. Pricing for such services must be included in Financial Proposal as per Section 8.2. The University shall, in its sole discretion, make the determination as to whether the optional service(s) will be undertaken. Please provide a description of services, standard hourly rate and discounted rate that would be extended to the University for a contract. Include video production work, event coordination, photography, etc.

Describe optional service (1):

_____________________________________________________________________________

Describe optional service (2):

_____________________________________________________________________________

Describe optional service (3):

_____________________________________________________________________________

Describe optional service (4):

_____________________________________________________________________________

Describe optional service (5):

_____________________________________________________________________________
8.0 **Financial Offer Summary**

Offerors are to provide a fixed price for the services offered.

8.1 **Mandatory Services (Section 7.1)**

Offerors must access and complete Attachment B – Pricing Form for this Request for Proposals. The attachment is an Excel file and can be accessed from the Purchasing Division website at: http://www.uky.edu/Purchasing/bidlist.htm. The form must be completed electronically within Excel. Offerors should enter numbers only in worksheet cells. Do not enter text. A grand total will formulate at the bottom of the attachment. The completed Attachment B – Pricing Form must be printed and included within the Financial Proposal. Ensure the Grand Total is reflected at the bottom of your printout.

8.2 **Optional Services (Section 7.2)**

Offerors must provide pricing on other optional services detailed in Section 7.2. The University shall, in its sole discretion, make the determination as to whether the optional service will be undertaken.

Price optional service (1): $__________
Price optional service (2): $__________
Price optional service (3): $__________
Price optional service (4): $__________
Price optional service (5): $__________

8.3 **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.
REQUEST FOR PROPOSALS
UK-1164-12
Stationery Printing
ADDENDUM # 1
May 4, 2012

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

IMPORTANT: RFP AND ADDENDUM MUST BE RECEIVED BY 05-16-12 @ 3:00 P.M. LEXINGTON, KY TIME

Offeror must acknowledge receipt of this and any addendum as stated in the Request for Proposals.

The following changes are hereby incorporated into Request for Proposals UK-1164-12 for Stationery Printing:

1. The RFP due date is hereby extended from May 11, 2012 to May 16, 2012.

2. Section 6.50 entitled “Paper Stock”, Series V Letterhead paper stock, Offerors may price either the item listed below in the RFP:
   - Fox River 25% Cotton Bond, 20#, white, UK watermarked, recycled, Light Cockle finish
   Or this item as an alternate:
   - Capital, 25% Cotton Bond, 24#, white, UK watermarked, recycled, Light Cockle finish

Please indicate which item your company is pricing in your proposal.

3. Section 7.1, item 24 entitled “Samples Portfolio”, item 3 is hereby changed from:
   e. Series II Envelopes – Include 1 sample from each of the types and sizes shown within the section (16 total samples; samples must be 3-color minimum)

To:
   e. Series II Envelopes – Include 20 sample envelope pieces of various types and ranging from 1- to 4-color. The samples do not have to be representative of every type of envelope, but should represent a range of envelope types as listed in the Bid Pricing Form and display the printer’s best printing capabilities.

(Continued below)
4. Within Attachment B, Pricing Form, section entitled Series II – Envelopes, Offeror’s should incorporate the following changes in their pricing structure for this section as shown below. Change:

<table>
<thead>
<tr>
<th>Line Items</th>
<th>Original Description</th>
<th>Change To</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 - 20</td>
<td>#6 1/4 - #6 3/4 - #7 Commercial</td>
<td>#6 1/4 Commercial</td>
</tr>
<tr>
<td>21 - 24</td>
<td>#7 3/4 - #8 5/8 - #9 - #10 Commercial</td>
<td>#10 Commercial</td>
</tr>
<tr>
<td>25 - 28</td>
<td>#11 - #12 - #14 Commercial</td>
<td>#11 Commercial</td>
</tr>
</tbody>
</table>

Offerors are to use the same pricing section within the Attachment B and change the headings as instructed above. Pricing entered should correlate only to the new headings.

All other RFP terms and conditions to remain the same.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

Craig Locke
Contracting Officer / (859) 257-9100 ext.
Questions and Answers

Request for Proposal # UK-1164-12

Stationery Printing

Questions Due Date: 4/20/12  Answers Issue Date: 4/26/12  RFP Due date: 5/11/12

1. Please outline the volume of work expected from UK-1164-12. Order frequency by product and average order size by product would be helpful. Additionally, estimated annual expenditures in this segment would be appreciated.

Answer: For the fiscal year period 7/1/10 until 6/30/11, the University made approximately 2800 individual purchases of printing from its current stationery contract printers, with an estimated total expenditure of $850,000. As examples of volume, approximately 1200 of these were business card orders; there were in excess of 300 orders of letterhead. This is for Offerors’ reference only and not indicative of future order volume.

2. Please supply sample artwork of the requested product categories:
   - Business Cards
   - Envelopes
   - Letterhead
   - Invitations
   - Forms
   - Announcement Cards
   - Appointment Cards
   - Thank You Cards
   - Reply Cards (RSVP)
   - Reservation Cards
   - Birthday Cards
   - Holiday Cards
   - Promotional Cards
   - Donation Request Cards
   - Planned Giving Cards
   - Note Cards
   - Post Cards
   - Survey Cards
   - Tent Cards
   - Name Tag with UK Logo
   - Name Badge with UK Logo

Answer: Unfortunately it is not feasible to provide artwork samples as requested above. See answer to question 3 below for more information regarding graphic design. Offerors can access the University graphics standards (found at: [http://www.uky.edu/Graphics/](http://www.uky.edu/Graphics/)) for additional information on graphics that may be used on stationery pieces. This page includes a link to HealthCare graphics standards also.
3. Will the University describe in detail what might be required from a graphic design perspective, given the breadth of products?

Answer: For academic campus areas, most of the projects given to stationery printers will be invitations, or postcards, which should, for the most part already be designed. There will still be need for some minimal design for stationery and possibly some invitations. Historically, there has not been not an extraordinary amount of design work for stationery printing. For UK HealthCare areas, they provide InDesign templates of their complete stationery system along with a graphic standards guide. Most graphic design would be considered production and would not require a senior level graphic designer. Projects other than the templated stationery would be designed by UKHC and final art would be provided.

4. Please provide additional detail related to the SAP account number capture requirements – min / max characters, string length, numeric / alpha.. Also, are these static numbers that are made available to the chosen vendor as reference material?

Answer: The SAP number is 10-digit, numeric format only that serves as the department’s internal cost object for a purchase. They vary by department and for every job. A contract printer must request a department’s SAP number for every job and record it in their tracking and reporting mechanisms. The data is only for reporting purposes back to the Purchasing Division and does not serve as any type of payment mechanism.

5. The bid clearly questions vendors offset and digital capabilities, but does not specify the process required on an item by item basis. Are both digital and offset processes are acceptable on all print items?

Answer: No. The University considers business stationery high-profile and with few exceptions, will always print offset. Our decision to print digital on other projects depends on quantity, and the type of digital press the printer has. Toner based digital printing for example, would only be used for low-profile internal pieces that require smaller quantities. Having the option to print digital has become more important since a growing number of our projects are short-run. Higher quality digital presses like the Indigo, uses a half-tone dot and closely matches the quality of offset. If a stationery printer had this type of technology they could expect to see more marketing collateral projects with runs of 1,000 or lower.
August 21, 2012

Presentation Request – UK-1164-12 Stationary Printing
Evaluation Committee Requested Presentation Points

#1  Explain overall approach toward servicing/managing UK account. Interested in knowing what type of priority we will be given and type of service we can expect. How, if at all, will it differ from priority/service for other non-UK accounts?

Thoroughbred Printing gives priority to all our customers based on their &/or their respective project’s unique needs. To mention UK (Full Service Printing Contract) is currently one of our largest accounts and if the addition of a “Stationary Printing” contract, the university would become by far our largest customer. With that UK can be guaranteed and assured at any time they will receive responsive, professional and immediate attention along with excellent quality.

Our local sales representatives are available to all departments and staff anytime for assistance, suggestions, guidance and pricing. All “Stationary” projects will be handled by our most experienced CSR (customer service representative) Randy Bailey who will perform all estimating, order entry and job tracking. Randy can be available for any assistance should a sales representative not.

In addition, we can set up a “Web-to-Print” site unique and available to any university department 24/7 to order the most common stationary products (various department’s letterhead, business cards and envelopes) as well as custom print orders (invitations, special envelopes, flyers, etc.). All request and orders placed ‘online’ will also be handled by Mr. Bailey to ensure continuity with his knowledge of UK’s special needs.

#2  Does your company have plans to make any major technology/equipment purchases or invest in major initiatives (such as plant expansion) in next five years that would potentially benefit UK?

Thoroughbred constantly strives to remain technologically advanced in our industry to better serve and offer expanded solutions to UK. We are always willing to make future investments to meet UK’s needs. Thoroughbred is currently exploring the addition of a UV coater, inkjet addressing and hole punching on our saddle-stitch binder, plus expanding our press room with additional presses and digital printing.
#3 What steps has your company taken, if any, to remain viable/profitable in tough economic climate?

The economic climate has been challenging for Thoroughbred as with all businesses and entities. Fortunately, Thoroughbred has always operated lean and efficiently therefore is not encumbered with any debilitating debt. These practices and with right sizing of its staff, lowering downtime and rework, and branching out into other services has enable Thoroughbred to remain financially solvent and viable now and will remain so in the future.

#4 What would you consider to be your printing niche or specialty within the printing industry?

Our niche is providing viable graphic solutions to our clients professionally and responsively by utilizing a knowledgeable staff and a full range of sheet-fed offset & digital presses, binding and finishing equipment. Thoroughbred locally has a battery of small format 2 & 4 color presses with all the necessary ancillary finishing equipment to produce UK’s stationary items extremely efficiently. In additional, our expanded capabilities among all three commonly owned facilities allow us to produce a wide spectrum of printed products from stationary items to brochures to publications to direct mail & post cards, posters, presentation folders and collateral marketing literature.

#5 What factors make your company uniquely qualified to be a UK full-service or stationery printer?

First is Thoroughbred’s experienced, knowledgeable and professional staff who most have produced work for UK well over a decade. Second is our experience in servicing the university for ten years as a Full Service contract printer and many years before that as a preferred print supplier. We believe we’ve earned an excellent reputation across campus with our exceptional service and quality. And being in very close proximity to the campus should be a benefit to the university and staff for quicker response to last minute changes, delivery of “physical” proofs, final product deliveries and should clients wish to visit our facility for consultation &/or to see their work as it’s being produced. Plus, our sales reps are local to visit clients on campus at a moment’s notice.

#6 There have been some rumors your company may be in the process of being sold. Describe continued viability if your company is sold.

The owners of Thoroughbred Printing have no and never have had any intention to sell the business. And if they were, it would be only advantageous and prudent for any new owner to maintain any current (UK) contracts to retain its clients and revenue sources with the same level of exceptional quality and service as required within those contracts. This question may have arisen when the ‘property’ which Thoroughbred Printing had been leasing was placed on the market by its original owners and who had allowed their realtor to install a “For Sale” sign in the front of the building. Thoroughbred has since purchased the property outright, allowing room to expand and to mention Thoroughbred is virtually debt free even after making this purchase.
#7  How, if at all, did the fire impact your company in the short and long-term?

Our fire on May 23, 2011 was nearly devastating and presented many challenges. Immediately after the fire client needs were met by moving operations and production staff to our commonly owned facility API in northern Kentucky, working additional night shifts while our facility was brought back online. To mention we did not miss a single deadline during this time which should be a testament to the readiness of our staff, owners and management to meet our client’s needs. It took less than three months to purchase and install replacement prepress and bindery equipment lost in the fire and to get our facility running again. During this time we learned better how all our sister facilities can work together to meet the needs of our clients.

In the long-term, the newer and more advanced replacement equipment and reconfiguration of our plant gives us expanded capabilities and more efficient work flow to meet client needs with the potential for growth. New construction of our offices is about to begin and when complete Thoroughbred will be bigger, better and stronger to serve UK and all our customers.

#8  What controls will you put in place to ensure that all UK print standards for stationery printing are properly adhered to by your firm? Describe how you plan to abide by UK graphics standards.

Thoroughbred understands the university’s goal for consistent and uniformed graphic standards (branding) thus all sales, customer service and production staff have been educated and made aware of the university’s graphic standards as part of our Full Service Printing contract using the document distributed by the university and by visiting its website.

We will continue to request our UK clients refer to the graphic standards document as they provide their own art files for printing. By using our ‘web-to-print’ portal, all the commonly ordered stationary items (letterhead, business cards and envelopes) can be set up in preapproved, non-editable templates that meet the universities graphic standards preventing any deviation. For any unique, custom Stationary items, our staff will ensure any layout meets the graphic standards by inquiring with public relations for approval prior to printing.

For “color” printing standards, we are able to produce ink drawdowns for any of the official PMS colors including tints if necessary that can be first approved by the university and kept in our press room to ensure consistent color for every job.

#9  How will you handle art submitted by departments that does not meet the University's graphics standards? How will you handle requests from clients who wish to have stationery printed that deviates from our graphics standards?

We will continue to enlist the review and approval of UK Public Relations &/or Purchasing to ensure all designs meet the university’s graphic standards prior to printing. We will refer any client request wishing to step outside these standards get approval from either Public Relations or Purchasing before accepting the order or producing or refuse the order.
#10  Please elaborate on the graphic design services/desktop publishing (in-house or subbed out) that are offered and how you establish your rates for such services.

Thoroughbred offers our clients graphic design & publishing services by utilizing several talented artist familiar with the university’s unique needs. Rates have been negotiated with our artist as reflected in our proposal. We generally request our UK client meet personally with our artist to ensure peer-to-peer communication of ideas and needs. Our CSRs are involved in the process to track and monitor and to ensure graphic standards are met by forwarding draft and final designs to UK-PR for final approval prior to printing.

#11 Describe the process of developing estimates for projects. If the University developed a single, more 'unified' (preferably online) process in the future so that the end user/customer can more easily review estimates and compare, would/could you agree to be a part of that initiative. Please offer feedback.

Quote request can be initiated by a UK client by directing their needs and specs either directly to their representative &/or by using our web online quote request form. All estimates will be produced by the same customer service rep/estimator to ensure consistency and a quote can be provided (via email or typed quote) as requested.

Thoroughbred would happily agree to be part of a unified, online quote request initiative and would be available to help construct.

#12 Describe your process(es) from receipt of a file to delivery and talk about proofing, turn-around times, resolving disputes, etc.

- Jobs begin with a cost estimate and quote. Our knowledgeable reps are happy to offer guidance and suggestions for cost savings and efficiencies to any university staff.
- Our UK assigned CSR (same who created the initial estimate and quote) will enter the order into production and track by utilizing our job management system and attending morning production meetings, keeping all parties abreast of status.
- Several proofing methods are available based on client needs and job requirements. If a 'physical proof', the CSR reviews for accuracy and distributes to the client (usually via a sales rep) communicating any unique particulars and stating when approval is needed to maintain the schedule/delivery date. If ‘electronic’, the CSR will forward to the appropriate approval party, again communicating when approval is needed to maintain the schedule and copies the assigned sales rep.
- We utilize a sophisticated electronic scheduling system that is tied into our job management system, so we know where jobs are in relation to their schedule at any time. To ensure timely delivery, we encourage our clients notify us in advance of their impending jobs with file receipt and need dates to schedule in advance.
- Turn-times are based on when files/jobs are ready and when our clients need. If by looking at a current work load a requested date can not be met, we will notify the client and assist in finding the best solution.
- Client concerns or disputes can be presented to either the CSR or Sales rep for immediate response and attention. Our production and executive (owner) management are also available as needed.
If you currently do not have a graphic designer on staff, do you have the capability to typeset stationery requests without having to pay a subcontractor designer?

Thoroughbred does employ competent prepress personnel for typesetting and minor design for stationary and other projects to UK clients.

Can you demonstrate your online ordering system? Will it also reflect your pricing? Can you order Business cards, letterhead and envelopes online? Will it also include secondary logo’s as choices? Can there be confirmation of receipt and shipment? How will it work with our graphics standards? Since you are already a contract vendor, is anyone at UK currently utilizing this service?

Please see presentation. We can tailor our web-to-print ordering to meet the university’s needs.

Why do you handle digital printing at Alliance instead of at your plant?

Thoroughbred currently has a digital press at our Lexington facility (Ryobi DI, 12x18 direct imaging 4c press). Having the commonly owned and networked Alliance in our family of printers with full digital capabilities, we have been successful in servicing our clients for their ‘digital’ printing needs. If however, UK’s digital needs surpass the current configuration, Thoroughbred is willing to make any needed investments for in-house digital equipment. As the current RFP states stationary items can only be produced via offset, we assumed this will not be a problem for the university.

What factors went into your decision to become an FSC certified printer and otherwise employ “green” printing practices?

Thoroughbred has always been focused on being environmental friendly and responsible. Before FSC & SFI, we were ‘green’ by recycling nearly 100% of our unused scrap paper, plates, chemicals and ink. We discovered the FSC & SFI initiatives and having many interested clients, decided to make the investment to become Lexington’s only certified printer.

We have staff in all counties of Kentucky, would you be able to ship cards, letterhead and envelopes to each county? Could an invoice be included with each shipment?

Thoroughbred can drop ship print orders anywhere in the state, country and world. We utilize UPS logistics and have relationships with several LTL and Full Load trucking companies for dock-to-dock and inside deliveries at competitive rates. We generally mail invoice after jobs are completed and shipped, but are happy to accommodate invoices with deliveries as needed.

Also, the Counties do not have Pro-cards to pay for their items, what form of payment would be acceptable?

Thoroughbred can accept payments by check or credit card as Net 30.
#19  *In your proposal you suggest, if UK altered some Graphic Standards to allow for bulk printing or digital printing there would be a cost savings. Does your current proposal reflect those savings or would you need to adjust it further if changes were made?*

Pricing in our submitted proposal is based on our best ability to meet the specifications as stated in the RFP. As asked we suggest there may be cost and efficiency savings on certain items if perhaps the design was altered to allow for bulk printing 1-color (PMS Blue) shells for later (digital or offset) black imprinting of the variable departmental contact/address information for individual orders. Some items (short run business cards for example) might be more economical if printed digital color as opposed to 2-color offset. These were suggestions to investigate and any cost savings and pricing structure can be determined based on the university’s quantities and needs.

#20  *Noticing a large difference in pricing for digital press sheet size up to 12 x 18 (lines 68-70, Series IV) compared to industry standard pricing. Can you explain if you are using a digital press, or copier?*

Thoroughbred Printing has a Ryobi DI (direct imaging) digital 4-color press, along with 2-color small format offset presses to accompany a full battery of digital (toner based) black-&-white and color equipment available to the university within our commonly owned facilities &/or list of approved sub-contractors.

For the Full Service contract proposal we reviewed both digital (toner) and offset printing pricing options. For these line items we listed offset prices which we believed at that time to be more economical at the higher specified quantities and when multiple colors. With this questions, we now realize that at least the 1-color digital methods may have been less.

We are happy to revisit pricing if applicable for either Full Service or Stationary Proposal and at any time within the contract’s durations.
Technical Proposal

University of Kentucky
Purchasing Division

UK-1164-12
Stationary Printing

Proposal Due Date
May 16, 2012
3:00 PM
REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions terms and conditions carefully.

PROPOSAL NO.: UK-1164-12
Issue Date: April 6, 2012
Title: Stationery Printing
Purchasing Officer: Craig Locke
Phone/Email: (859) 257-2964 / clocke@uky.edu

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: May 11, 2012 3:00 P.M. Lexington, KY time.

NOTICE OF REQUIREMENTS

1. The University’s General Terms and Conditions and Instructions to Bidders, viewable at www.uky.edu/Purchasing/terms.htm, apply to this Request for Proposal. When the Request for Proposal includes construction services, the University’s General Conditions for Construction and Instructions to Bidders, viewable at www.uky.edu/Purchasing/copehome.htm, apply to the Request for Proposal.

2. Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.

3. Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from offering, or otherwise, is prohibited.

4. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine of 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 who violates any of the provisions of KRS 45A.325 shall, upon conviction, may be fined not less than ten thousand dollars or more than twenty thousand dollars.

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 KRS 523.040:

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

2. That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition;

3. That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP.

4. That the Offeror 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 45A.330 to .340, 164.390, and

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.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.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, 339, 341 & 342

The Contractor by signing and submitting a proposal agrees as required by 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 339, 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 the 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.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, No. 41 CFR 60-1.8(b) that prohibits the maintaining of segregated facilities.

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory’s name, title, address, phone number and fax number in the spaces provided. Offered signed by an agent are to be accompanied by evidence of the authority unless such evidence has been previously furnished to the issuing office.

DELIVERY TIME: As per RFP Content
NAME OF COMPANY: thoroughbreds Printing
ADDRESS: 904 North Broadway
LEXINGTON, KY 40505
PH: 859/226-4510/2264567
FAX: 859/226-4510/2264567
EMAIL: thk@kentucky.com
WEB ADDRESS: www.thoroughbreds.com

DATE: 5-16-12
May 16, 2012

University of Kentucky – Purchasing Division  
ATTN: Craig Locke  
411 South Limestone  
Room 322 Peterson Service Building  
Lexington, KY 40506-0005

RE: Request for Proposal UK-1164-12 Stationary Printing

4.3 Transmittal Letter

To Whom it May Concern:

Please accept this Transmittal Letter as part of our response to the university’s RFP #UK-1164-12 for Stationary Printing.

We have received and acknowledge all addenda including written questions and clarifications as part of the RFP (Addendum #1 dated May 4, 2012; Q&A’s dated May 11, 2012).

As an Offeror, our proposal shall remain valid for six (6) months after the closing date of the receipt of our proposal (May 16, 2012).

We accept all financial responsibility as an Offeror for any travel expenses for oral presentations and candidate interviews if required by the university.

Thoroughbred Printing, LLC hereby states there are no deviations or exceptions to the university’s RFP as part of our proposal. And we identify with the confidentiality clause and information as stated in Section 6.23 of this RFP.

Sincerely,

[Signature]

Mike Abbott  
VP Sales  
Thoroughbred Printing, LLC
May 16, 2012

University of Kentucky – Purchasing Division
ATTN: Craig Locke
411 South Limestone
Room 322 Peterson Service Building
Lexington, KY 40506-0005

RE: Request for Proposal UK-1164-12 Stationary Printing

4.4 Executive Summary and Proposal Overview

Thoroughbred Printing, LLC is pleased to participate in the university’s RFP for Stationary Printing. Being a contracted Full Service Printer since 2002 Thoroughbred has produced over $7.5 million in printing and graphics for the university in addition to being a preferred print vendor for the university’s campus print shop prior to that. With this we believe we can prove to be an excellent Stationary Printer as well.

Having served the university for over a decade, we understand the university’s special needs and requirements such as following and implementing its graphic standards (RFP section 6.27) and in our coordination for those jobs requiring mailing with the University’s Post Office (permit #51 design & eligibility approval, RFP section 6.48). We understand and follow further requirements such as the quarterly financial job reporting (RFP section 6.46).

In reviewing our following proposal the evaluation committee can determine Thoroughbred Printing has met the required criteria set forth in the RFP with its answers and responses. Thoroughbred is committed to being a “one-stop shop” for the university’s printing needs to continue providing graphic design, typesetting, proofs, printing and bindery with professional customer service and above industry quality standards.

Thoroughbred again appreciates the opportunity to provide its proposal and looks forward to response from the committee upon its review. Its representatives are willing to appear before the evaluation committee to further explain our proposal or answer any questions as needed.

Thank you for your consideration.

Sincerely,

Mike Abbott
VP Sales
Thoroughbred Printing, LLC
4.5 Criteria 1 – Offeror Qualifications

Thoroughbred Printing is a full service, commercial printing firm located in Lexington, Kentucky and has been serving its valued customers since 1946 at its current location at 904 North Broadway, Lexington, Kentucky only three miles from the University’s campus.

Beginning as Thoroughbred Press, the company produced many equine related publications as well other high quality commercial printing work. In the mid 1980’s, HOST Communications acquired the facility to add to its growing sports marketing and associations management services. At that time, through media rights agreements with UK at that time and other various marquee collegiate entities it produced over 600 sports related publications annually, most with near impossible turn times and never missing a deadline. That same “can do” philosophy exist today with the same, valuable, knowledgeable and professional team associates.

Currently, Thoroughbred Printing employees 18 full time associates operating two swing shifts. In addition to being a current UK contracted Full Service Printer, Thoroughbred is also one of five Commonwealth of Kentucky state government Contract Print Vendors (MA #758 12000002591) and partners with many local universities and colleges for their print needs including Asbury University, Berea College, Centre College, EKU, KCTCS, KSU, Midway College, University of the Cumberlands and WKU. It is also a preferred print vendor for Saint Joseph Hospital-KentuckyOne Health and Toyota Motor Manufacturing North America. Thoroughbred has a 60+ year unbroken history of producing Keeneland Association’s live race meet daily programs.

It recently invested in the state-of-the-art Heidelberg Prinect Prepress system with web based remote access file uploading and virtual proofing capabilities. We utilize 40” Heidelberg 2 and 6 color offset presses; small format Ryobi 4c “Direct Imaging” and a 2c offset presses; a full service bindery including battery of folders, a 10 pocket saddle-stitcher with variable positioning cover feeder inserter and 20 pocket perfect binder along with ancillary finishing equipment such as 3 hole drills, 42” cutters, banders and shrink-wrappers. It offers free local delivery and pick up with a fleet of delivery vehicles.

To service the University of Kentucky, Thoroughbred Printing will continue to assign two local veteran AEs (account executives) each with their own CSR (customer service representative) as listed below.

- **Mike Abbott** – Account Executive/VP Sales: EKU Graduate with BA degree in Public Relations with 25 years in the printing industry including layout and paste-up, desktop publishing and prepress production, customer service, production management and 20 years outside sales experience.
- **Phil Kimbler** – Customer Service Rep: over 40 years in the printing industry including 8 years as a Plant Production Manager, 7 years account management and 25 years as an account executive in the Lexington area including servicing UK.
- **Scott Cook** – Account Executive: EKU Graduate with BS degree in Industrial Technology with over 30 years experience in the printing industry including production management and once owned his own printing company; over 25 years experience in outside sales in the Lexington area.
• **Randy Bailey** – *Customer Service Rep:* Lexington Catholic Graduate with over 25 years in the printing industry including extensive knowledge of prepress functions including stripping, proofing, plating and desktop publishing; estimating and customer service.

• **Jeremy Watson** – *Production Manager:* EKU Graduate with BS in Printing Technology, over 20 years printing industry experience including 15 years in electronic prepress.

• **Jamey Adams** – *Prepress Manager:* EKU Graduate with BA in Printing Technology, nearly 20 years industry experience. Jamey personally preflights each UK order making sure it meets graphic design and postal requirements.

• **Mike Wells** – *Production Management Assistant/Scheduler:* over 50 years experience in the printing industry including press & bindery operator, all facets of plant management, job planning and estimating. Mike backs up customer service and plans each UK job.

• **Tony Davis** – *Shipping Manager:* over 30 years industry experience including 25 years of prepress production. Tony understands the unique delivery needs of the university.

Our AE’s and CSR’s act in unison, both available via phone or email to fulfill client needs. The AE is available to meet with university clients at any time to review needs and make any cost saving or quality enhancing suggestions, provide paper &/or printing samples upon request and act as the main customer contact. Our CSRs act as a secondary or back up contact and whose main responsibility is to enter and track client orders ensuring quality and on-time delivery. As our CSRs produce their own estimates, they are already familiar and knowledgeable with job’s specifics as they become orders.

Thoroughbred is family and commonly owned with two other print facilities as listed below which are completely managed and operated separately, but are fully integrated to take advantage of each plant’s unique capabilities and/or for increase capacity as needed to meet our client’s needs.

• **Advertisers Printer Inc.** *(Dayton, Ky):* 32 full time employees operating two full shifts. This facility is similarly equipped and together our presses are “footprinted” to be able to plate and print to each other’s electronic files and contract color proofs. Unique to API is a 10-color perfecting 40” Heidelberg offset press and in-house diecutting, foil stamping and embossing, as well as Plasti-kol and Double Wire-O spiral binding.

• **Alliance Printing** *(Middletown, Ohio):* 11 full time employees operating two swing shifts. In addition to 5-c 26” offset presses and battery of 1-2c duplicators, the Alliance Printing facility offers b&w and full color digital printing along with complete mail prep and inkjet addressing along with additional spiral binding.

Thoroughbred is of sound financial standing (please refer to the requested certified financial statements and documents) and has never had a contract revoked or terminated for default.

Please see requested financial statements to follow (RFP 4.5 Criteria 1, 5 a-c) along with Certificate of Insurance (RFP 6.18).
4.6/7.0 Criteria 2 – Services Defined

1. Thoroughbred Printing’s facilities are at 904 North Broadway in Lexington, KY which include offices and 30,000 square feet of manufacturing and storage space. Pertinent equipment includes...

**Prepress**
- Heidelberg Prinect prepress system with web based remote access virtual proofing
- Agfa Avalon NP8-2 Direct-to-Plate digital platesetter with chem.-free processor
- Epson Digital Contract Color Proofer and Plotters (digital bluelines)
- Apple Macintosh G5 and Dell Quad Core desktop computers continuously updated with the latest versions of Adobe Creative Suite, Quark Xpress, and Enfocus Pitstop software

**Pressroom** All offset presses integrated with CPC 1, 2 and 3
- 1992 Heidelberg Speedmaster 102S - 6 color 28" x 40"
- 1992 Heidelberg Speedmaster 102ZP - 2 color 28" x 40"
- 2001 Ryobi 3302 - 2 color 13.39" x 17.72"
- 2003 Ryobi 3404 - DI (direct imaging) 4-color 13.39" x 17.72"

**Bindery & Finishing**
- 26" x 40" Stahl Folder 4/4/4 with Gate Fold
- 30" x 40" Stahl Folder 4/4/4 with inline trim out, tri-crease scoring, and perfing
- 20" x 40" Stahl Folder 4/2
- Muller Martini 335 10 pocket Stitcher/Trimmer with cover feeder
- Muller-Martini Monostar 3016 20 Pocket Perfect Binder, hinged cover w/ side Glue and Inline 3 Knife Trimmer
- Polar 137XT Flowline 54” Cutter with lift, jogger & stacker

**Miscellaneous**
- ITALDIBIPAC 4255 Manual Shrink Wrap
- UPS On-Line Shipping and Tracking
- Lawson Super Heavy Duty High Speed 3-Hole Drill
- Pierce Numbering/Scoring/Perforating machine

2. Our offset printing capabilities include 40 inch 2 & 6 color Heidelberg presses capable of producing superior quality four-color process (+ varnish) &/or spot color printing for bound signature with cover for publications, magazine and books. These capabilities also allow cost efficient production for cut sheet work such as brochures, newsletters, posters, direct mail and presentation folders. We utilize the latest direct-to-plate chemical free technology for our printing plates. Prior to plate setting, we offer clients high accuracy contract color proofs and folded plotter (digital bluelines) for review and sign off before printing.

3. For digital printing solutions, we utilize our sister facility *Alliance Printing* which has high volume b&w digital duplicators (Heidelberg Digimaster and Xerox 4110, both with stitching capabilities) and a Xerox Docucolor 240 for high quality digital color. Our
small format (12x18) 4-color Ryobi offset press directly images its plates on press which affords cost effect short-run, quality offset color projects at digital prices. We also utilize several area digital partners for projects not fitting the above capabilities, please see our list of subcontractors.

4. We utilize the following well established paper merchants with many decades of service to the printing industry. In addition, our paper merchants offer us access to the various paper mill/manufacturer’s technical reps and services to offer the university any needed paper requirements or needs as required.
   a. *Athens Paper Company* (Lexington, Keith Grizz account rep., 35 year industry veteran), local office and warehouse with many regional locations in Eastern U.S.
   b. *Xpedx* (Lexington/Louisville, Dean Gotler account rep., 30 year industry veteran); global paper & packaging solutions company.

5. Thoroughbred assigns two full time account executives with two full & one part-time customer service reps to service the university. In addition, we employee one dedicated prepress, four full-time press, five bindery, one administrative and one delivery associates to fulfill the university’s needs. All are managed by our VP of manufacturing who works closely with our AEs and CSRs to ensure our clients expectations are met and exceeded.

6. Thoroughbred’s normal hours of operation are from 8am-5pm EST, Monday through Friday. Our AEs and CSRs are available any time via cell and email for after hour needs. Our production crews are staffed to work a primary first shift with an optional swing second shift as needed to meet client deadlines and demands. We also have the ability to utilize our sister companies as needed during heavy workload times to ensure client dates are met. If overtime is needed to meet a client’s needs, Thoroughbred accepts the cost if the overtime is the result of a full workload. In the rare instance when overtime is required to meet a client’s unique needs, any overtime and resulting charges will be discussed and agreed upon fully by both parties before incurring.

7. Thoroughbred rarely charges expedited fees for “rush” jobs. Our job management system employees an electronic scheduling system allowing us to preload time in our schedule for the various functions a print job requires (i.e. hours to proof & plate, press hours, bindery function hours) to meet client delivery dates. We encourage our clients to notify us in advance when their jobs (and specs) are to come to secure the required production time in our schedule to meet their specific delivery needs, thus preventing overtime &/or rush fees. In the rare case in which overtime is needed to make an unusual turn time, any and all “rush” fees (for overtime &/or expedited shipping cost) will be discussed and agreed upon in advance.

8. Here are the general processes for a standard offset print job. Projects start with an estimate/quote from a consultation between the university client and AE (please refer to items #7 above) and orders are communicated via the university’s “Print Request Form” or various other methods to their AE or CSR.

Our CSRs, who produce the estimates have a general working knowledge of the project’s specifics, enter the order into our *Logic* electronic job management system while concurrently sending the art files and related information to “preflight” for review
& to address potential issues while the order is being processed. If file issues exist, the CSR &/or AE will advise the client to correct and submit new files (without additional charge). We can correct or fix on behalf of the client and provide a cost estimate.

The order travels to our production department who reviews and schedules based on client needs, procures the required materials (paper, ink, outside services, etc.) and plans how the job will be most efficiently produced. For production personnel, we utilize an "electronic job ticket" which contains all the pertinent job information needed for each function. The system automatically updates as functions are performed for job (scheduling) status.

Proofs (whether electronic virtual or physical) are generated and reviewed by production, customer service and the account executive to ensure quality prior to submitting to the client for their review and sign off. We notify when the proof approvals are needed to keep on schedule. For any client edits or changes required after proofing, we advise of the additional charges and how they may impact the schedule. A revised proof is submitted for final sign off before printing.

Our production manager reviews approved proofs as a safe guard and submits to our prepress department for plating. Upon press make-ready, with signed off proofs at hand our press room supervisor or production manager is required to sign off on first sheet to ensure quality before continuing to print.

Once a job is off press, it is allow ample time for the ink to dry and cure before handling. The binding functions are performed with the bindery supervisor’s oversight and approval before being packaged and delivered.

After delivery, the job is closed out in our system for billing. All associated cost are gathered and validated by the assigned AE and CSR, then an invoice is generated and submitted to the client.

There is a daily morning production meeting in which the CSRs, supervisors and production manager review and discuss the schedule, jobs and dates to correct and act should anything be off track.

9. Thoroughbred employees the talents of various local freelance graphic artist and agencies for our university client’s artwork and design needs. We invite the clients and artist to meet in person to fully understand the project’s scope. To ensure the university’s graphic standards and postal requirements are met, we supply the artist with a copy of said standards and review all drafts for content and compliance before submitting for client review and approval. Of particular note, we designed and printed several identity pieces for the Martin School of Public Policy and Administration including its logo, view book, various course brochures and presentation folders.
10. Thoroughbred would agree to “pass-through” invoicing without mark up for any graphic
design (basic or complex) or illustration services provided all is agreed upon in advance
along with relative cost with the designer/illustrator and university client, the service
provider is on our subcontractor list and Thoroughbred is producing any of the related
printed work.

11. Please refer to our Attachment C for a complete list of our subcontractors. While we
strive to provide all services rendered to the university in-house, there are some services
that are better outsourced. Among these are complex graphic design or illustration,
certain binding functions such as hardback case binding; complex die-cutting, foil
stamping & embossing. All such work will be contracted to only qualified, trusted and
proven contractors and will be list on Attachment C. Any and all subcontracted work
will be coordinated via a typed written binding Purchase Order by our assigned CSR
&/or production manager to ensure delivery dates are made. All work will be inspected
for quality and being within full specifications before delivery. Thoroughbred accepts
full responsibility and our university client’s full satisfaction for all subcontracted work.

12. Thoroughbred supports both Apple Macintosh and Windows platform utilizing
   a. Apple Macintosh – 2x2.4 Ghz Quad Core Intel Xeon, OS 10.6.8
   b. Dell Quad Core – W3530 2x2.8 Ghz, Windows 7

13. All our desktop computers are continuously updated with the latest versions of Adobe
    Creative Suite (Indesign 5.5, Illustrator 5.1, Photoshop 5.1), Quark Xpress 8.5 and
    Adobe Acrobat Pro 9.5 and 10 with Pitstop 10 pdf editor.

14. University clients may go to our web site www.thoroughbredprinting.com for “online”
estimates. Their request go to our VP of Sales and webmaster for immediate attention
and response. We also can tailor a web based storefront if required for commonly
ordered items. Our Heidelberg “Prinect” prepress software with advanced job
information to set up; will allow 24/7 file uploading, email preflight notification and
remote access proofing and approval.

15. Thoroughbred offers all our clients file uploading to our FTP site. The information can
    be found on our web site www.thoroughbredprinting.com. Submitters have two basic
    options, one is to type in the ftp site address and enter the assigned user and password;
an easier option is using our “FTP Droplet” which is an application downloaded from
our web site, an icon resides on the user’s desktop, when ready to send files double click
the icon to open and just drag and drop the files on top which automatically go to our
FTP site. We ask those sending files via either method to our FTP site notify their CSR
or AE when they submit and mention any specifics or special instructions.

16. Thoroughbred offers laser outputting at 600 dpi, color or b&w on 11x17 sheets

17. Thoroughbred Proofing Options...
   a. B&W or Color Laser Proofs (8.5x11 or 11x17)
   b. Epson Hi Res Digital Contract Color Proofs (28x42)
   c. Epson Lo-Med Res Plotter Proofs (digital blue lines)
   d. Email PDF proofs (small or simple jobs, confirming text edit proofs)
   e. Remote Access web based approval thru Heidelberg Prinect
18. Variable data & personalized printing can be performed by Thoroughbred by utilizing our sister company Alliance Printing’s digital equipment (Digimaster or Xerox 4110 b&w duplicators, or the DocuColor 240). They also have inkjet mailing capabilities for mass mailing functions. However, regarding mail prep services as part of our current UK contract we suggest our UK clients contact UK Mail services. We offer our coordination assistance between our client and delivery to UK Mail Services.

19. Thoroughbred Printing, upon request from a customer to print sensitive or controlled items, would contact the administrator or manager of the of the requesting department. If written or emailed permission is given by the manager, we would proceed with printing. We would verify delivery information with the manager and assure that only the authorized persons would receive the delivery. Signatures would be required. Thoroughbred Printing would verify and comprehensively mark the cartons and packing list with the exact contents. During and after the complete printing process, Thoroughbred would destroy all extra copies of the said items. All of the electronic files used to produce would also be deleted.

20. For larger, more specialized projects such as recruitment or development pieces or publications, Thoroughbred would provide the most economical pricing means to produce and meet project budgets, quality requirements and client’s expectations as needed.

21. Thoroughbred strives to meet and exceed all our client’s delivery expectations. We urge our clients to notify in advance when a project will occur and when delivery is needed to schedule in advance to ensure on time delivery.

   a. Estimates     Within 24 hours or sooner as needed
   b. Business Cards   3-5 days upon proof approval**
   c. Letterhead      3-5 days upon proof approval**
   d. 1-3 color jobs  3-5 days upon proof approval**
   e-f 4-8 color Offset jobs  5-7 days upon proof approval**
   g-i 1-4 color digital jobs  1-3 days upon proof approval**

**Actual turnaround times depend on several factors such as quantity, complexity of printing, outside services and binding functions.

22. For cost savings, Thoroughbred might suggest several best practices or print technologies to consider. One could be to alter the current graphic standards for the most commonly ordered stationary items to allow “bulk printing” one-color static shells (pms blue 286 elements?) for subsequent “imprinting” (in black) for the varying departmental or individual information. For example, the university’s business card design could be changed so that the pms color elements (logo and other elements) are static allowing bulk printing shells in large quantity for imprinting the variable information (name, title, address and phone numbers, etc.) in black affording greater cost efficiencies as opposed to the current design format which requires and incurs two-color set up cost for every order.

The second may be allowing improved digital technology to produce certain items such as business cards rather than “offset”. With technological advances, there is little or no
discernible quality difference between digital and conventional offset quality on certain items. It would be much more economical and timely to print a single order of 250 color business cards digitally (per current graphic design standards, no fixed set-up cost, linear cost per sheet) rather than two-color offset (substantial fixed two-color make-ready cost to make two plates and set up press plus print cost per sheet).

Thoroughbred has the ability to offer the university a specialized and custom tailored web based “Store Front” to aid individual users or departments for online ordering, creation and proofing of the university’s most commonly used stationary items such as business cards, letterhead, envelopes, invitations, note cards and (HealthCare) forms. Approved university standard layouts can be stored in template form for users to access and personalize 24/7 via a web portal. The system allows the user to enter (typeset) their own personal &/or departmental data to the templates for immediate review and approval before printing and can be setup for a department official to verify and approve the order before production and subsequent delivery and billing. Once approved the order is automatically processed and entered into our work flow and job management system for quick and efficient turn times.

The use of Thoroughbred’s “remote access” proofing capability could be a cost and time saving benefit to university clients by allowing review and approval to print via our web based virtual proofing system rather than output and delivery of a physical proofs. This saves the cost to output a proof and its transit times. This technology also affords cost efficiencies when making last minute edits or changes during proofing. With remote access proofing an edit can be caught and a new file uploaded for a new electronic proof nearly in real time.

Thoroughbred strongly suggests notifying us when a job is to occur (when files will be ready and when delivery is needed) to schedule and plan in advance. We can utilize our electronic scheduling to block out and secure the projects required product time.

23. We feel one of our best attributes to differentiate Thoroughbred, aside from our long standing relationship of serving the university for many years is our close proximity to its campus and well trained and knowledgeable staff. This and capabilities stated in #22 above.

4.8 Criteria 4 – Evidence of Successful Performance and Implementation Schedule

1. If awarded a contract, Thoroughbred Printing would engage its current and prospective University department clients by immediately notifying them we are a contracted Stationary Printer, facilitated by the account executives making contact via emails, phone calls and/or letters within one week of our contract award. Thoroughbred would take full advantage of and attend the “Vendor Fair” as stated in Section 6.48.

2. Current Customer References
   a. Keeneland Association       Amy Petit     859-288-4221
   b. Commonwealth of Ky          Richard Mize  502-564-4510
   c. EKU Performing Arts Center  Debra Hoskins  859-583-1716
4.9 Criteria 5 – Other Additional Services

Thoroughbred Printing is a Forest Stewardship Council (FSC) certified printer, the only in the Lexington/central Kentucky area. With this, it can produce appealing certified “green” jobs for the university at NO additional cost. The objective of FSC is to reduce the environmental impact of forestry harvesting by promoting “selective” rather than “clear” cutting. By certifying jobs as FSC, we ensure the paper stock used is certified thru use of FSC’s strict “chain of custody” guidelines. With that we can display the FSC logo on the printed piece.

Thoroughbred can also offer and tailor make an on-line store front for the university and its individual departments. More information on this service can be given upon request.

Section 6.24
In response to this RFP as an offeror to the University of Kentucky, Thoroughbred will permit the use of an awarded contract as an extension to other Universities, state agencies, public and private institutions in the Commonwealth of Kentucky.

6.53 Required Components Please see requested documents to follow

4.5 Criteria 1, Section 5 a-b  Requested Financial Documents
6.18 Certificate of Insurance
6.48 Jobs involving Mail Services  Signed Attachment A
6.47 Subcontractors Form  Completed Attachment C
6.50 HIPAA/BAA  Signed HIPPA Agreement Attachment D
6.52 MCPPD  Signed MCPPD Attachment E
6.41 Job Order Form  Sample of Client Order Form & our job ticket
6.45 Invoicing  Sample Job Order Form, job ticket & invoice
6.46 Quarterly Job Report  Sample

NOTE
Per Addendum #1 dated May 4, 2012, Thoroughbred’s pricing in the Technical Proposal is based on following...

Series II – Envelopes
Line items 17-20  #6 ¼ Commercial Envelope
Line items 21-24  #10 Commercial Envelope
Line items 25-28  #11 Commercial Envelope

Series V – Letterhead (stock)
Line items 159-162  24# Atlas 25% Cotton Bond (no watermark)
Line items 163-166  24# Capital 25% Cotton Bond (with UK watermark)
REQUEST FOR PROPOSALS # UK-1164-12 Stationery Printing – ATTACHMENT A

Printing Jobs Involving Mail Services

The University of Kentucky Postal Services provides all bulk mailing services for all University mail. University contracted printers are required to coordinate all printing jobs that involve mailing services with the University Post Office. The Post Office holds sole authority over all mailing issues and use of the University’s mail indicia(s). In keeping with federal postal regulations, unless delegated by the University Post Office, no other party, including University print contractors, may coordinate or direct any tasks or issues related to mailing services for the University. The successful printing contractor(s) are not to provide, procure, or outsource bulk mail services. This includes any mail house vendors. Per terms of their agreements, any contractor that violates this requirement is subject to contract probation or termination.

PERMIT 51

All printed material that includes any Permit 51 indicia (see below) must be delivered to the UK Post Office for mailing preparation and pickup by the US Postal Service. US Postal regulations require that a postage statement be presented with each mailing and that the signature on the postage statement certifies the eligibility of the mail for the identified rate. UK Postal Services is located in 21A Whitehall Classroom Building. The delivery dock is located on Patterson Drive.

Non-compliance by the successful contractor(s) will result in the contractor having to reprint the job at their expense, and incur any penalties, (including costs) imposed by the United States Postal Service. This could result in termination of contract with the University of Kentucky.

Nonprofit Rate:

University of Kentucky has maintained eligibility since 1980 to mail at nonprofit standard mail rates. UK Postal Services is authorized to oversee the use of the Permit 51 indicia on all University printed materials. Compliance with U.S. Postal Service regulations for nonprofit rates requires UK Postal Services to review and approve all material before printing the Permit 51 Nonprofit indicia. The vendor will be required to obtain a signature of approval from UK Postal Services prior to printing the Permit 51 Nonprofit indicia. (Forms for Permit 51 authorization and examples of authorized University of Kentucky mail permit imprints are below). University of Kentucky Postal Services provides addressing, inserting, folding, sorting and metering for bulk mailings.

Presorted Standard Rate:

Mail pieces that include the University’s Permit 51 indicia must be mailed through the UK Post Office. University of Kentucky Postal Services provides addressing, inserting, folding, sorting and metering for bulk mailings. The successful contractor(s) will be required to obtain a signature of approval from UK Postal Services prior to printing the Permit 51 Bulk Rate indicia.

First Class Rate:

Mail pieces that include the University’s Permit 51 indicia must be mailed through the UK Post Office. University of Kentucky Postal Services provides addressing, inserting, folding, sorting and metering for bulk mailings. The successful contractor(s) will be required to obtain a signature of approval from UK Postal Services prior to printing the Permit 51 First Class indicia.
Steps for Contract Printers Using Permit 51:

1. Contract printer must get signature of approval for any job that will be using Permit 51 for any type of mailing (Nonprofit, Presorted Standard, & First Class) before printing the job. This will allow UK Postal Services to review material to ensure it meets US Postal Services rules and regulations. Printer should fax Permit 51 Authorization Form to Mary Strong at (859) 257-4000. If Permit 51 Authorization Form is needed please call 257-4047.

2. Mary Strong, Bulk Mail Supervisor, or other managers will fax back to printer the Permit 51 Authorization Form to proceed with printing of job or ask for changes to be made to meet USPS rules/regulations. If changes are required the printer must re-submit another Permit 51 Authorization Form reflecting required changes. If approved UK Postal Services will return the signed form back to the contract printer.

3. Delivery of material can be made to the UK Post Office in the Whitehall Classroom Building located on Patterson Drive. All deliveries are to be made Monday thru Friday between the hours of 8:30 AM till 3:30 PM. If directions are needed please call 257-4047.

Note: Offerors are not to contact any of the above parties for questions during the Request for Proposals process. The above verbiage will be incorporated into the awarded contract(s).

Summary of Party Relationships for University Printing Purchases Involving Mail Services and other Contract Holders

The University has a contract for mailing services. The mailing services contract is solely for use by the University Post Office and the mail contractor may not be contacted or directed to coordinate any tasks related to printing or mailing services by any entity other than the University Post Office without their express permission.

The University holds multiple contracts for public relations and advertising which constitute agency of record relationships. Based on this the media contractor may at times act as an agent for University departments in facilitating printing and other types of media projects. Based on the nature of this agency relationship, the media contractor assumes responsibility for coordinating printing purchases the same as if they were being executed by the end-using department.

Reference attached graphic depicting these relationships.

I have fully read and reviewed the University’s requirements for mailing services as they relate to printing. I understand the mailing requirements for the University and will comply with all requirements listed within. I understand my non-compliance may result in probation or termination of contract.

[Signature]

Name: [Signature]

Company Name: [Signature] Date: [Signature]
Request for Proposals UK-1164-12 - Stationary Printing

ATTACHMENT C - LISTING OF SUBCONTRACTORS

Offerors may extend this form as needed to submit their listing of subcontractors.

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Function/Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Sumo Design</td>
<td>1 Graphic Design</td>
</tr>
<tr>
<td>Address: 500 West Maple Street, Nicholasville, KY 40356</td>
<td></td>
</tr>
<tr>
<td>Phone: 859-881-5258</td>
<td></td>
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<tr>
<td>FAX:</td>
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<tr>
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<tbody>
<tr>
<td>Name: Lynn Imaging</td>
<td>1 B&amp;W and color digital printing</td>
</tr>
<tr>
<td>Address: 328 Old Vine, Lexington, KY 40507</td>
<td></td>
</tr>
<tr>
<td>Phone: 859-255-1021</td>
<td></td>
</tr>
<tr>
<td>FAX:</td>
<td>2 Banners</td>
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<td>3 Displays</td>
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<th>Function/Service</th>
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<tbody>
<tr>
<td>Name: Noe Design</td>
<td>1 Graphic Design</td>
</tr>
<tr>
<td>Address: PO Box 4767, Lexington, KY 40508</td>
<td></td>
</tr>
<tr>
<td>Phone: 859-277-6986</td>
<td></td>
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<td>FAX:</td>
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<tr>
<th>Subcontractor</th>
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<tbody>
<tr>
<td>Name: Berk Goldstamping</td>
<td>1 Foil Stamping &amp; Embossing</td>
</tr>
<tr>
<td>Address: 6506 Castle Drive, Mason, Ohio 45040</td>
<td></td>
</tr>
<tr>
<td>Phone: 513-459-7088</td>
<td></td>
</tr>
<tr>
<td>FAX:</td>
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<th>Function/Service</th>
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<tbody>
<tr>
<td>Name: Jourdan Graphics</td>
<td>1 Die cutting &amp; finishing</td>
</tr>
<tr>
<td>Address: 200 Memorial Drive, Nicholasville, KY 40356</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>2 Foil Stamping &amp; Embossing</td>
</tr>
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<td>FAX:</td>
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<tr>
<td>Name: API</td>
<td>1 Spiral Binding</td>
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<tr>
<td>Address: 320 Clay Street, Dayton, Ky 41074</td>
<td></td>
</tr>
<tr>
<td>Phone: 859-431-4901</td>
<td></td>
</tr>
<tr>
<td>FAX:</td>
<td>2 Offset Printing</td>
</tr>
<tr>
<td></td>
<td>3 Die cutting</td>
</tr>
<tr>
<td></td>
<td>4 Foil Stamping and Embossing</td>
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<tr>
<td>Name: Alliance Printing</td>
<td>1 Digital Printing (b&amp;w and color)</td>
</tr>
<tr>
<td>Address: 2520 Atco Avenue</td>
<td></td>
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<tr>
<td>FAX:</td>
<td>2 Short run offset printing</td>
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</tbody>
</table>
Middletown, Ohio  45044-0925
Phone:  513-422-7611
FAX:  513-423-8204

Name:  Western States Envelope
Address:  1347 Jamike Lane
          Erlanger, KY  41018-3115
Phone:  859-283-1300
FAX:  859-283-9445

Name:  Suran Systems
Address:  695 Crossfield Drive
          Versailles, KY  40383
Phone:  859-873-1391
FAX:  859-5763

Name:  TriState Laminating
Address:  Lexington, KY
Phone:  859-231-6424
FAX:  

Name:  Quality Envelopes
Address:  9792 Interocian Dr
          Cincinnati, Ohio  45246
Phone:  513-942-7578
FAX:  

Name:  Printer's Bindery
Address:  925 Freeman Avenue
          Cincinnati, Ohio  45203
Phone:  866-821-8039
FAX:  

Name:  SE Mailing
Address:  2528 Palumbo Drive
          Lexington, KY  40509
Phone:  (859) 266-0192
FAX:  859-268-9068

Name:  Duane Knight Illustration
Address:  2054 J.D. Circle
          Berea, KY  40403
Phone:  (859) 986-8776
FAX:  

3  Mailing Services
4  Spiral Binding
5  

1  Long run or specialty envelopes
2  Bang tail mailers
3  
4  
5  

1  Spiral Binding
2  Collating
3  
4  
5  

1  Film Laminating
2  
3  
4  
5  

1  Envelope Converting
2  Specialty Envelopes &/or Mailers
3  
4  
5  

1  Perfect Binding
2  Specialty Binding
3  
4  
5  

1  Mail Services
2  UV Coating
3  Digital & short run offset printing
4  
5  

1  Illustration
2  
3  
4  
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<tr>
<th>Subcontractor</th>
<th>Name: Copy Express</th>
<th>Address: 1255 Eastland Drive, Lexington, KY 40505</th>
<th>Phone: (859) 255-2679</th>
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<tr>
<th>Subcontractor</th>
<th>Name: Egg Design</th>
<th>Address: 668 Elsmere Park, Lexington, KY 40508</th>
<th>Phone: (859) 338-2432</th>
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<tr>
<th>Function/Service</th>
<th>1 Graphic Design</th>
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<tr>
<th>Subcontractor</th>
<th>Name: Printers Finishing Touch</th>
<th>Address: 4604 Shepherdsville Road, Louisville, KY 40218</th>
<th>Phone: (502) 452-6104</th>
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<tr>
<th>Function/Service</th>
<th>1 Specialty Binding</th>
<th>2 Perfect Binding</th>
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<tr>
<th>Subcontractor</th>
<th>Name: Warner's Printing</th>
<th>Address: 125 Commerce Road, Nicholasville, KY 40356</th>
<th>Phone: (859) 881-0636</th>
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<tr>
<th>Function/Service</th>
<th>1 Overflow offset printing</th>
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<tr>
<th>Subcontractor</th>
<th>Name: DocuStar</th>
<th>Address: 1325 Glendale-Milford Road, Cincinnati, OH 45215</th>
<th>Phone: (513) 772-5400</th>
</tr>
</thead>
</table>

| Function/Service    | 1 Digital b&w printing | 2 Digital color printing | 3 UV Coating | 4 Spiral Binding | 5 |
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BA Agreement"), effective January 5, 2012 ("Effective Date"), is entered into by and between [Redacted] (the "Business Associate") and UNIVERSITY OF KENTUCKY, with an address at 900 S Limestone, Lexington, KY 40536 ("Covered Entity") (each a "Party" and collectively the "Parties").

The Business Associate is a [Redacted], and Covered Entity is an agency of the Commonwealth of Kentucky. The Parties have an agreement for [Redacted] dated May 15, 2012 (the "Agreement") under which the Business Associate may use and/or disclose Protected Health Information in its performance of the Services described in the Agreement. Both Parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information (the "Privacy & Security Regulations") promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This BA Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by Covered Entity to Business Associate, or created or received by the Business Associate from or on behalf of Covered Entity, will be handled between the Business Associate and Covered Entity and with third parties during the term of their Agreement and after its termination. The Parties agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1. Services. Pursuant to the Agreement, Business Associate provides services ("Services") for Covered Entity that involve the use and/or disclosure of Protected Health Information. Except as otherwise specified herein, the Business Associate may make any and all uses of Protected Health Information necessary to perform its obligations under the Agreement, provided that such use would not violate the Privacy and Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity. All other uses not authorized by this BA Agreement are prohibited. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this BA Agreement only, (i) to its employees, subcontractors and agents, in accordance with Section 2.1.e below, (ii) as directed by Covered Entity, or (iii) as otherwise permitted by the terms of this BA Agreement including, but not limited to, Section 1.2.b below, provided that such disclosure would not violate the Privacy or Security Regulations if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

1.2. Business Activities of the Business Associate. Unless otherwise limited herein, the Business Associate may:

a. Use the Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate provided that such uses are permitted under state and federal confidentiality laws.

b. Disclose the Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of the Business Associate, provided that the Business
Associate represents to Covered Entity, that (i) the disclosures are Required by Law, as that phrase is defined in 45 CFR §164.501 or (ii) the Business Associate has received from the third party written assurances regarding its confidential handling of such Protected Health Information as required under 45 CFR §164.504(e)(4), and the third party agrees in writing to notify Business Associate of any instances of which it becomes aware that the confidentiality of the information has been breached.

2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

2.1. Responsibilities of the Business Associate. With regard to its use and/or disclosure of Protected Health Information, the Business Associate hereby agrees to do the following:

a. Use and/or disclose the Protected Health Information only as permitted or required by this BA Agreement or as otherwise required by law.

b. Report to the designated Privacy Officer of Covered Entity, in writing, any use and/or disclosure of the Protected Health Information that is not permitted or required by this BA Agreement of which Business Associate becomes aware within 15 days of the Business Associate’s discovery of such unauthorized use and/or disclosure.

c. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of Protected Health Information that the Business Associate reports to Covered Entity.

d. Use appropriate administrative, technical and physical safeguards to maintain the privacy and security of the Protected Health Information and to prevent uses and/or disclosures of such Protected Health Information other than as provided for in this BA Agreement.

e. Require all of its subcontractors and agents that receive or use, or have access to, Protected Health Information under this BA Agreement to agree to adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information that apply to the Business Associate pursuant to this BA Agreement.

f. Make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of Health and Human Services for purposes of determining Covered Entity’s compliance with the Privacy Regulation.

g. Business Associate agrees to document any and all disclosures of PHI that require an accounting of disclosures as would be required under 45 CFR § 164.528. Business Associate further agrees that within 30 days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the disclosures of the individual’s Protected Health Information in accordance with 45 CFR § 164.528.

h. Subject to Section 5.5 below, return to Covered Entity or destroy, at the termination of this BA Agreement, the Protected Health Information in its possession and retain no copies (which for purposes of this BA Agreement shall mean without limitation the destruction of all backup tapes).

i. Disclose to its subcontractors, agents, or other third parties, and request from Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder.
j. Business Associate agrees to report to Covered Entity within fifteen (15) business days any security incident of which it becomes aware involving the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Covered Entity’s electronic Protected Health Information or interference with systems operations in an information system that involves Covered Entity’s electronic Protected Health Information. An attempted unauthorized access, for purposes of reporting to Covered Entity, means any attempted unauthorized access that prompts Business Associate to investigate the attempt, or review or change its current security measures.

k. Business Associate agrees to use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information (E PHI) that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 CFR parts 164.308/310/312 & 164.314.

l. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it as required by 45 CFR part 164.308/310/312 & 164.314

2.2. Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:

a. To inform the Business Associate of any changes in the form of notice of privacy practices (the “Notice”) that Covered Entity provides to individuals pursuant to 45 CFR §164.520, and provide, upon request, the Business Associate a copy of the Notice currently in use.

b. To inform the Business Associate of any changes in, or revocation of, the authorization provided to Covered Entity by individuals pursuant to 45 CFR §164.508.

c. To inform the Business Associate of any opt-outs exercised by any individual from fundraising activities of Covered Entity pursuant to 45 CFR §164.514(f).

d. To notify the Business Associate, in writing and in a timely manner, of any arrangements permitted or required of Covered Entity under 45 CFR § part 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this BA Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 CFR §164.522 agreed to by Covered Entity.

3. ADDITIONAL RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1. Responsibilities of the Business Associate with Respect to Handling of Designated Record Set. In the event that Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set, the Business Associate hereby agrees to do the following:

a. At the request of, and in the time and manner designated by Covered Entity, provide access to the Protected Health Information to Covered Entity or the individual to whom such Protected Health Information relates or his or her authorized representative in order to meet a request by such individual under 45 CFR §164.524.
b. At the request of, and in the time and manner designated by Covered Entity, make any amendment(s) to the Protected Health Information that Covered Entity directs pursuant to 45 CFR §164.526.

3.2. **Additional Responsibilities of Covered Entity.** Covered Entity hereby agrees to do the following:

a. Notify the Business Associate, in writing, of any Protected Health Information that Covered Entity seeks to make available to an individual pursuant to 45 CFR §164.524 and the time, manner, and form in which the Business Associate shall provide such access, if Business Associate maintains Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, in a Designated Record Set.

b. Notify the Business Associate, in writing, of any amendment(s) to the Protected Health Information in the possession of the Business Associate that the Business Associate shall make and inform the Business Associate of the time, form, and manner in which such amendment(s) shall be made.

4. **REPRESENTATIONS**

Representations of Business Associate. Business Associate represents to Covered Entity that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this BA Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws.

4.1. **Representations of Covered Entity.** Covered Entity represents to Business Associate that it is an agency of the Commonwealth of Kentucky.

5. **TERM AND TERMINATION**

5.1. **Term.** This BA Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the Parties have been met, unless terminated as provided in this Section 4.1. In addition, certain provisions and requirements of this BA Agreement shall survive its expiration or other termination in accordance with Section 6.3 below.

5.2. **Termination by Covered Entity.** As provided for under 45 C.F.R. §164.504(e)(2)(iii), Covered Entity may immediately terminate this BA Agreement and any related agreements if Covered Entity makes the determination that the Business Associate has breached a material term of this BA Agreement. Alternatively, Covered Entity may choose to: (i) provide the Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of Covered Entity within 30 days. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this BA Agreement.

5.3. **Termination by Business Associate.** If the Business Associate makes the determination that a material condition of performance has changed under the Agreement or this BA Agreement, or that Covered Entity has breached a material term of this BA Agreement,
Business Associate may provide thirty (30) days notice of its intention to terminate this BA Agreement. Business Associate agrees, however, to cooperate with Covered Entity to find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this BA Agreement so long as the Agreement is in effect.

5.4. **Automatic Termination.** This BA Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Agreement dated between the Parties.

5.5. **Effect of Termination.** Upon the event of termination pursuant to this Section 4.1, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. §164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, the Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If the Business Associate determines that it is not feasible to return or destroy said Protected Health Information, the Business Associate will notify Covered Entity in writing. Upon mutual agreement of the Parties that the return or destruction is not feasible, Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this BA Agreement to the Business Associate’s use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this BA Agreement to the subcontractors’ and/or agents’ use and/or disclosure of any Protected Health Information retained after the termination of this BA Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

6. **MISCELLANEOUS**

6.1. **Covered Entity.** For purposes of this BA Agreement, Covered Entity shall include all entities covered by the notice of privacy practices (or privacy notice).

6.2. **Business Associate.** For purposes of this BA Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a hybrid entity under the Privacy Regulation, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. §164.504(a), as the Business Associate for purposes of this BA Agreement.

6.3. **Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 5.5 above, and Section 2.1 above solely with respect to Protected Health Information Business Associate retains in accordance with such sections of this Agreement because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this BA Agreement.

6.4. **Amendments; Waiver.** This BA Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized
representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.5. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

6.6. **Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party’s address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

*If to Covered Entity, to:*

Privacy Officer  
University of Kentucky  
2333 Alumni Park Plaza  
Suite 200  
Lexington, KY 40517

With a copy (which shall not constitute notice) to:

___

___

Attention: ______
Fax: ______

*If to Business Associate, to:*

Attention:
Fax:

With a copy (which shall not constitute notice) to:

Attention:
Fax:

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

6.7. **Counterparts; Facsimiles.** This BA Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
6.8. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.

7. **DEFINITIONS**

7.1. **Designated Record Set.** Designated Record Set shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.2. **Health Care Operations.** Health Care Operations shall have the meaning set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.3. **Privacy Officer.** Privacy Officer shall mean the privacy official referred to in 45 CFR §164.530(a)(1) as such provision is currently drafted and as it is subsequently updated, amended, or revised.

7.4. **Protected Health Information.** Protected Health Information shall have the meaning as set out in its definition at 45 CFR §164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

IN WITNESS WHEREOF, each of the undersigned has caused this BA Agreement to be duly executed in its name and on its behalf effective as of ____________, 200_.

**COVERED ENTITY**

**UNIVERSITY OF KENTUCKY**

By: ____________________________
Title: __________________________
Date: __________________________

**BUSINESS ASSOCIATE**

**----------------------------------------------------------------------------------------------**

By: ____________________________
Title: __________________________
Date: 5/4/12
Statement of Responsibility for Orientation of Contracted Staff for the Medical Center Physical Plant

I have been oriented to the policies and other requirements of working within the University of Kentucky Medical Center, and I understand my responsibilities for maintaining a safe environment for Service Staff, Medical Center Staff, Patients, Visitors, and Students.

In addition, I understand that it is my responsibility to orient all Service Staff including Sub Contractors to the Medical Center environment and their responsibilities for project and construction safety.

Name: [Signature]
Title: [Signature]
Project Number and Name: UK-1164-12
Date: 5/16/12
## Printing Estimate/Order Form

**Job Type:** Order Placement  
**UK Purchasing Contract #:** UK-0659-7 Full Service Print Vendor  
**Date:** 04/23/12  
**Job Due Date:** 05/11/12  
**Account Number:** 101250260  
**Project Name:** Roses ID-118  
**Address:** 141 Scovell Hall  
**Invoice Address:**  

**Select Vendor:** UK-0659-7D Thoroughbred Communications Inc  
**Job Order #:**  
**Department Name:**  
**Purchase Order #:**  
**Person Placing Order:** Pat Barrett  
**Phone / FAX #:** 859-257-4988/257-1512  
**Business Office Phone:**  

**Design Description:** 16 page softcover, full color, no bleeds  
**Estimate No:** 21072  
**WILL NEED A HARD PROOF**

---

**Quantity Description:** 2000 copies  

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### Pre-Press

- Camera Ready
- Stripping
- Stripped Film
- Exact Reprint
- ◯ Camera Ready
- ◯ Stripping
- ◯ Stripped Film
- ◯ Exact Reprint
- ◯ Seps & Pg Film Provide
- ◯ Comp Job Film & Proofs Provided
- ◯ Comp page Film & Proofs Provided
- ◯ Restrip Previously Printed Flat

### Proofs

- Bluelines
- Randoms
- Plotter
- Color Proof
- Press Proof

### Presswork

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### Finish

- Score
- Perf
- Pad
- Drill
- ◯ GBC
- ◯ Biz Slit
- ◯ Plasticoil
- ◯ Diecut
- ◯ Foil
- ◯ Glue Tabs
- ◯ Saddlestitch
- ◯ Emboss
- ◯ Fold
- ◯ Trim Only
- ◯ Perfect Bind
- ◯ Gatefold
- ◯ Collate
- ◯ Wire-O
- ◯ Existing Die Furnished

### Special Instructions

| 3 samples to Pat Barrett |

### Package

- Band
- Shrinkwrap
- Kraft Wrap
- ◯ Box
- Skid
- Other

### Delivery

- UK
- Pick-Up  
**Address:** Ag Distribution, 412 Stadium View Dr, 257-7571

**Price:** $1834.96

**Signature:**
printing services

printing estimate / order placement form
uk jobs

special instructions and additional information:
3-samples to pat barrett
## JOB TICKET

**SOLD BY** Scott Cook  
**C.S.R** Randy Bailey  
**ISSUE #** 52809  
**DELIVERY DATE** 04/30/2012

### 2,000 Roses ID-118 Books

**SAP#** 1012592060  
16 Page Self Cover 4/4, 8.5 x 11 Saddle Stitch.  
80# Gloss Text

**PRODUCT CODE** Books

**AR CONTACT** Pat Barrett  
**AR PHONE** (859)257-4988  
**AR FAX** (859)257-1512  
**JOB CONTACT** Pat barrett  
**JOB CONTACT PHONE** 257-1512  
**JOB CONTACT EMAIL** pat.barrett@uky.edu

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**Drop Date** 4/23/12  
**Detailed Description of SJ** 16pg sw 4/4

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### Bindery

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**BINDERY COMMENTS**
### JOB TICKET

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<td>3</td>
<td>UK Agriculture Comm Serv</td>
<td>141 C Scovell Hall</td>
<td>Lexington</td>
<td>KY</td>
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<td>(859)257-4988</td>
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#### General Comments

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<td>jw planning.</td>
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<td>earli</td>
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<td>4</td>
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Invoice

Roses ID -118 Books
16 Page self-cover booklet 8.5 x 11, 4/4, Saddlesitch
SAP # 1012592060

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<td>$ 10.00</td>
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<td>58 Set - up 1 Sig</td>
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<td>59 Run Per M 1 Sig</td>
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<tr>
<td>Paper 24 x 36 80# Gloss Text</td>
<td>$ 131.79</td>
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<td>$ 276.76</td>
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Total $ 1,808.66