

UK UNIVERSITY OF KENTUCKY Purchasing Division

INVITATION FOR BIDS

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

INVITATION NO.:	UK-0938-10	<u>RETURN ONE ORIGINAL COPY AND ONE CD OF BID</u> TO: UNIVERSITY OF KENTUCKY PURCHASING DIVISION BID DESK, BID # _____, BID DATE _____ 322 PETERSON SERVICE BLDG. 411 South Limestone LEXINGTON, KY 40506-0005 Bids MAY ___ or MAY NOT X be returned via FAX to (859) 257 – 1951
Issue Date:	11/3/09	
Title:	Dining Service Uniforms	
Contracting Officer:	Rebecca Purcell	
Phone:	859-257-5479	

IMPORTANT: BIDS MUST BE RECEIVED BY 11/17/09 @ 3:00 P.M. LEXINGTON, KY TIME

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

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by Kentucky Revised Statutes (KRS) 523.040:

- That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- That the attached bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation for Bids, designed to limit independent bidding or competition;
- That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
- That the bidder is legally entitled to enter into contracts with the University of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390, 45A.330 to 45A.340.
- 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.
- That I have fully informed myself regarding the accuracy of the statement made above.

COLLUSION PROHIBITED

Any agreement or collusion among bidders or prospective bidders which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, is prohibited, in accordance with KRS 45A.325.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS 45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to a bidder will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

CONTRACTOR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The contractor, by signing and submitting a bid on this invitation, agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of these statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful contractor prior to the award of a contract.

ALL BIDS ARE TO BE " F.O.B. DESTINATION – FREIGHT PREPAID AND ALLOWED"

THIS AREA MUST BE COMPLETED

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

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

UNIVERSITY OF KENTUCKY
INSTRUCTIONS TO BIDDERS

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

1. Preparation of Bids

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

2. Submission of Bids

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

3. Specification Requirements

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

4. Bid Evaluation and Award

- 4.1 Bids will be evaluated and the award made to the lowest responsive, responsible bidder who offers the best value to the University and meets the terms, conditions and specifications of the Invitation For Bids.
- 4.2 The University reserves the right to accept or reject any and all bids or part of a bid and waive informalities, technical defects and minor irregularities in the bids received. Further, the University reserves the right to make a single award, split awards, make multiple awards or no award whichever is in the best interest of the University.
- 4.3 Unless stated otherwise in the solicitation, the University reserves the right to award the contract to the lowest aggregate bidder for all items, on an item by item basis, or a group of like items whichever is found to be in the best interest of the University. The University will consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such.
- 4.4 The University shall issue a price contract or purchase order as its notification of award to the successful bidder(s). Until such date a price contract or purchase order is issued, nothing shall be construed to constitute a binding agreement between the University and the bidder.

5. Payment and Taxes

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

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

UNIVERSITY OF KENTUCKY
INVITATION FOR BID (IFB)
SPECIAL CONDITIONS

SCOPE

This Invitation for Bids is to establish a Price Contract for Dining Service Uniforms for the University of Kentucky, Lexington, Kentucky.

CONTRACT PERIOD

The Price Contract(s) established from this Invitation for Bids will be in effect for one year from date of award with the option to renew for four (4) additional years in one year increments upon mutual consent of the University and the successful contractor.

TERMS AND CONDITIONS

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

PRICE CHANGES

Prices will remain firm for the initial period (see contract period) of the price contract. The University or contractor may request a change in prices to be in effect for the length of the extension period. Any request for price changes must be received in the Purchasing Division in writing 30 days prior to the end of the current contract period. Upon approval by the Purchasing Division, prices shall remain firm for the length of the contract period. Any price changes must be substantiated by firm proof that conditions have changed in the industry, which would warrant a change in price.

EXTENDED PRICING

Is the bidder willing to extend pricing to other state universities and University affiliate organizations within the Commonwealth of Kentucky?

YES

NO

RESTRICTIONS ON COMMUNICATIONS WITH UNIVERSITY STAFF

From the issue date of this IFB until a Contractor is selected and a contract award is made, Offerors are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except:

- The Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office and
- University Representatives during Offeror presentations.

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

LOGO

The logo for these items will be given to the successful bidder upon contract award. This logo will be no more than three (3) colors in design.

REQUIREMENT FOR COLLEGIATE LICENSING COMPANY (CLC) LICENSING

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

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

YES NO

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

YES NO

INVITATION SUBMISSION AND DEADLINE

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

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

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

PROPOSAL FORM

Item No.	Catalog No. / Description	Annual Est. Qty.	Unit Price	Extended Total
1.	Chef Jacket, 7oz., 100% brushed cotton twill, inset breast and split sleeve pockets, sewn underarm vents, rounded French cuffs, cloth-covered buttons, White, Sizes XS-5X (note at what size extra charges apply), Embroidered logo, Men's Fit _____ Brand Proposed	100	\$ _____	\$ _____
2.	Chef Jacket, 7oz., 100% brushed cotton twill, inset breast and split sleeve pockets, sewn underarm vents, rounded French cuffs, cloth-covered buttons, White, Sizes XS-5X (note at what size extra charges apply), Embroidered logo, Women's Fit _____ Brand Proposed	50	\$ _____	\$ _____
3.	Chef Jacket, 7oz., 100% brushed cotton twill, inset breast and split sleeve pockets, sewn underarm vents, rounded French cuffs, cloth-covered buttons, Color (provide a list of colors you have available), Sizes XS-5X (note at what size extra charges apply), Embroidered logo, Men's Fit _____ Brand Proposed	25	\$ _____	\$ _____
4.	Chef Jacket, 7oz., 100% brushed cotton twill, inset breast and split sleeve pockets, sewn underarm vents, rounded French cuffs, cloth-covered buttons, Color (provide a list of colors you have available), Sizes XS-5X (note at what size extra charges apply), Embroidered logo, Women's Fit _____ Brand Proposed	25	\$ _____	\$ _____

<p>4.</p>	<p>Chef Pant, 6oz., 100% cotton, 2" elastic waistband with drawstring, front and back pockets, straight legged, relaxed fit, sizes XS-5X (note at what size extra charges apply), colors to include basic solids, pin stripes and chalk stripes</p> <p>_____</p> <p>Brand Proposed</p>	<p>200</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>5.</p>	<p>Polo Style Pique Knit Sport Shirt, 6.5 – 7oz., 100% combed ring spun cotton, short sleeve, 2 button placket, welt knit collar and cuffs, horn-tone or pearlized buttons, double-needle bottom hem, color selections to include black, blue and stripes, sizes XS-5X (note at what size extra charges apply) embroidered logo, Men's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>250</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>6.</p>	<p>Polo Style Pique Knit Sport Shirt, 6.5 – 7oz., 100% combed ring spun cotton, short sleeve, 2 button placket, welt knit collar and cuffs, horn-tone or pearlized buttons, double-needle bottom hem, color selections to include black, blue and stripes, sizes XS-5X (note at what size extra charges apply) embroidered logo, Women's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>250</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>7.</p>	<p>Classic Oxford Shirt, 5oz., 60% cotton/40% polyester, long sleeve, pearlized buttons, button through sleeve plackets and adjustable cuff, back pleat, button down collar and patch pocket, colors to include basic solids and bold stripes, sizes XS-4X (note at what size extra charges apply), embroidered logo, Men's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>50</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>8.</p>	<p>Classic Oxford Shirt, 5oz., 60% cotton/40% polyester, long sleeve, pearlized buttons, button through sleeve plackets and adjustable cuff, back pleat, open collar, slim placket, front and back darts, no pocket, colors to include basic solids and bold stripes, sizes XS-4X (note at what size extra charges apply), embroidered logo, Women's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>50</p>	<p>\$ _____</p>	<p>\$ _____</p>

<p>9.</p>	<p>Classic Oxford Shirt, 5oz., 60% cotton/40% polyester, short sleeve, pearlized buttons, button through sleeve plackets and adjustable cuff, back pleat, button down collar and patch pocket, colors to include basic solids and bold stripes, sizes XS-4X (note at what size extra charges apply), embroidered logo, Men's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>30</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>10.</p>	<p>Classic Oxford Shirt, 5oz., 60% cotton/40% polyester, short sleeve, pearlized buttons, button through sleeve plackets and adjustable cuff, back pleat, open collar, slim placket, front and back darts, no pocket, colors to include basic solids and bold stripes, sizes XS-4X (note at what size extra charges apply), embroidered logo, Women's Fit</p> <p>_____</p> <p>Brand Proposed</p>	<p>30</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>11.</p>	<p>Chino, 7.5oz, 100% cotton, plain and pleated styles, two front and back pockets, relaxed and classic fits, khaki and black colors, (note at what size extra charges apply), Men's</p> <p>_____</p> <p>Brand Proposed</p>	<p>60</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>12.</p>	<p>Chino, 7.5oz, 100% cotton, plain and pleated styles, two front and back pockets, relaxed and classic fits, khaki and black colors, (note at what size extra charges apply), Women's</p> <p>_____</p> <p>Brand Proposed</p>	<p>60</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>13.</p>	<p>T-Shirt, 5.5-6oz, 100% cotton pre-shrunk, double needle coverseamed neck, taped shoulder to shoulder, double needle sleeve and bottom hem, basic solid colors, sizes S-4X (note at what size extra charges apply), silk screen logo</p> <p>_____</p> <p>Brand Proposed</p>	<p>1000</p>	<p>\$ _____</p>	<p>\$ _____</p>

14.	Ball Cap, 100% cotton twill, 3 panel construction, adjustable Velcro closure with metal buckle, basic solid color, embroidered logo _____ Brand Proposed	500	\$ _____	\$ _____
15.	Visor, 100% cotton twill, 3 panel construction, adjustable Velcro closure with metal buckle, basic solid colors, embroidered logo _____ Brand Proposed	200	\$ _____	\$ _____
16.	Mesh Top Skull Cap, 6oz 100% cotton band, 4.5oz 100% polyester mesh top, adjustable Velcro closure, solid colors and stripes _____ Brand Proposed	100	\$ _____	\$ _____
17.	Fleece Lined Hooded Jacket, 100% nylon shell, 75% polyester-25% cotton body and hood lining, 100% polyester sleeve lining, 100% polyester filler, left front embroidered logo _____ Brand Proposed	50	\$ _____	\$ _____

GRAND TOTAL **\$** _____