



**INVITATION FOR BIDS**

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

<b>INVITATION NO.:</b>	<b>UK-0946-10</b>	<b>RETURN ONE ORIGINAL COPY AND ONE CD OF BID</b>
<b>Issue Date:</b>	November 6, 2009	<b>TO:</b>
<b>Title:</b>	<b>Signage Price Contracts</b>	<b>UNIVERSITY OF KENTUCKY</b>
<b>Contracting Officer:</b>	Craig Locke	<b>PURCHASING DIVISION BID DESK,</b>
<b>Phone / Email:</b>	(859) 257-2964 / <a href="mailto:clocke@email.uky.edu">clocke@email.uky.edu</a>	<b>BID # <u>UK-0946-10</u>, BID DATE <u>11-20-09</u></b>
		<b>322 PETERSON SERVICE BLDG.</b>
		<b>411 South Limestone</b>
		<b>LEXINGTON, KY 40506-0005</b>
		<b>Bids MAY ___ or MAY NOT <u>X</u> be returned via FAX</b>
		<b>to (859) 257 – 1951</b>

**IMPORTANT: BIDS MUST BE RECEIVED BY 11-20-09 @ 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](http://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](http://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**

<b>DELIVERY AFTER RECEIPT OF ORDER:</b> As per IFB Content	<b>NAME OF COMPANY:</b>	<b>PHONE:</b>
<b>FEDERAL EMPLOYER ID NO.:</b>	<b>ADDRESS:</b>	<b>FAX:</b>
<b>PAYMENT TERMS:</b>	<b>ADDRESS:</b>	<b>E-MAIL:</b>
<b>SHIPPING TERMS: F.O.B. DESTINATION – PREPAID AND ALLOWED</b>	<b>CITY, STATE &amp; ZIP CODE:</b>	<b>WEB ADDRESS:</b>
	<b>SIGNATURE:</b>	<b>DATE:</b>

**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 two (2) **Signage Price Contracts** 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](http://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](http://www.uky.edu/Purchasing/ccphome.htm), apply to the Invitation for Bid.

**PRICE REDETERMINATION**

Prices quoted shall be firm and fixed unless otherwise stipulated in the Special Conditions of the Invitation for Bid. For multiple year contracts, prices shall remain firm and fixed during the initial term of the contract. At the end of the initial contract term, and at the end of each contract term thereafter, the successful Contractor may request a price adjustment. Such requests must be submitted in writing at least 60 calendar days prior to the end of the contract term and shall include the cause for the adjustment, the amount of change requested and documentation to support the requested adjustment.

Only pass-through price adjustments will be considered and any proposed price increase must be proven to be general throughout the industry. Requests for price increases must be accompanied by sufficient documentation to justify the request including, for example, certified letters from a manufacturer or published price indices such as the Product Price Index that substantiate a price increase.

**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 Invitation for Bids until successful contractor(s) is selected and a contract award is made, bidders are not allowed to communicate about the subject of the IFB with any University administrator faculty, staff, or members of the Board of Trustees except the Purchasing Office representative, any University Purchasing Official representing the University administration, or others authorized in writing by the Purchasing Office.

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

**PRINTING STATUTE, ITEMS EXCLUDED FROM RESULTANT CONTRACT**

The Purchase of Printing Services for all state agencies is governed by Chapter 57 of the Kentucky Revised Statutes. Printed publications as governed by KRS Chapter 57 are excluded from the resultant contract(s) and in no case shall the successful contractor(s) print/provide any publications or stationery products to University departments.

Also excluded from the resultant contract(s) are imprinted promotional products which can only be purchased from vendors holding signed licensing agreements through Collegiate Licensing Company (CLC) on behalf of the University. In no case shall the successful contractor provide imprinted promotional products to University departments against the contract resulting from this Invitation for Bids.

**UNIVERSITY GRAPHICS 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/regs/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.

**PROOFS, COPYRIGHT OWNERSHIP AND TITLE TO DESIGNS AND COPY**

The successful contractor is to provide proofs at no additional charge to departments for each custom signage purchase.

Contractor and University intend this Invitation for Bids 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.

**INSURANCE**

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

**COVERAGES**

**Workers' Compensation**

**Employer's Liability**

**Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.**

**Business Automobile Liability, covering owned, leased, or non-owned autos**

**LIMITS**

**Statutory Requirements (Kentucky)**

**\$500,000/\$500,000/\$500,000**

**\$1,000,000 each occurrence (BI & PD combined) \$2,000,000 Products and Completed Operations Aggregate**

**\$1,000,000 each occurrence (BI & PD combined)**

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages 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 IFB/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.

**INVITATION SUBMISSION AND DEADLINE**

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

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

**SERVICE AND DELIVERY REQUIREMENTS**

The successful contractor(s) must provide quality service and products to University departments as requested. The successful contractor(s) must respond and provide quotation pricing, responses to general inquiries, answer questions, etc. within 24 hours of inquiry by a department.

Each quotation provided to a department must include an estimated delivery/installation date to which the contractor must comply. For any delays in delivery of products or installation services, the successful contractor will be required to notify the department in writing of this situation and provide revised timeframe for delivery of products and/or installation services. The department will approve or not approve the revised delivery timeframe. Successful contractor(s) for this contract will be held strictly responsible for service and delivery requirements. Failure to meet these requirements may lead to contractor probation or termination of contract.

**GENERAL PRODUCTS AND SERVICES OVERVIEW**

The successful contractor(s) may be asked to provide a wide array of signage products and related services as needed by the University, including the University of Kentucky Hospital, including – but not limited to – the following:

- Vinyl letters/logos/symbols of various colors
- Standard hospital vinyl
- Standard cut or reverse cut applications
- Upper and lower case copy from ½ to 8", various fonts
- Vinyl decals 2" to 12"
- Special vinyls, fonts, and/or digitized designs
- Handicap symbols
- Information Symbols
- Elevator Identification Letters
- Bridge logos
- Restroom symbols
- Parking symbols and signs, directional signage, and traffic signs
- Selected hospital exterior and reflective vinyl
- Non-permanent room identification signage
- Sub-surface vinyl copy
- Permanent room identification signage
- Signs involving ADA requirements
- Public restrooms signage
- Patient rooms signage
- Metallic cover plates for raised surface / Braille
- Lintel signage – PVC, aluminum, other, etc. including related hardware for mounting, dimensions may vary
- Ceiling signage – PVC, aluminum, other, etc. including related hardware for mounting, dimensions may vary
- Specialty graphic vinyl signage
- Design configuration
- Computer assisted layout capability
- Multi-surface capabilities
- Sandwich signs
- Sintraboard signs, yard signs
- Banners – vinyl, nylon, poly, etc.
- Engraved signage
- Customized directories
- Safety signage

## **BID PROPOSAL FORM**

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

Attachment A reflecting bid line items is incorporated into this Invitation for Bids. Bidders must visit the Purchasing Division website at <http://www.uky.edu/Purchasing/bidlist.htm> to access Attachment A for this IFB. Bidders are to download and electronically complete the attachment entering bid unit pricing for each line item. The attachment will calculate automatically with the total showing at the bottom. Bidders are to include a hard printed copy of the completed Attachment A with their bid submission. In summary, bid submissions should consist of the following components:

1. Printed, completed copy of this bid document with signed cover sheet
2. Printed, completed copy of the Attachment A with grand total showing at bottom
3. A CD with electronic versions of both documents

Do not complete and submit the Attachment A by hand or in ink. It should be completed and printed electronically using Microsoft Excel.

Bidders are to answer the following question within their bid response:

- a. Describe below the discount/pricing structure to which your company would adhere in provision of signage beyond the listing of items in Attachment A if awarded a contract.

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