

CONTRACT RE-AWARD

Date of Award: May 6, 2009

Contract Number: 87093

PR Number: 1570

Replaces Contract: New

Buyer: Eileen Phillips
Telephone: 785-864-5976
E-Mail Address: eileenlp@ku.edu
Web Address: <http://www.purchasing.ku.edu/>

Item: Academic Brochure Printing

Department: University Relations
Location(s): Lawrence, Kansas

Period of Contract: May 6, 2009 to October 31, 2009
(with two (2) additional optional one (1) year renewal periods)

Contractor: ColorMark Printing
3525 Roanoke
Kansas City, MO 64111
Phone: 816-931-7900 Fax: 816-753-7859
Contact: Juris Gaigals

PeopleSoft ID: 1910 Account Code: 12290

Prices: See Attached

Scope: This contract shall cover the procurement of printing services for the University of Kansas University Relations during the contract period referenced above.

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

The above referenced contract award was recently posted to the University of Kansas website. The document can be downloaded by going to: <http://www.purchasing.ku.edu/>

Quarterly Reports: The vendor is required to submit quarterly, to KU Purchasing Services, all acquisitions made from this contract. This report should include as a minimum the agency name, quantity, description, and amount.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendors' response including any addenda, appendices and exhibits.

Order of Precedence: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. The above referenced Request for Proposal (RFP) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Solicitation. **The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.**

Termination for Cause: The Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of the University of Kansas. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Statement of Work

Term of Contract: The term of this contract is for a one year period from the date of award with two (2) additional one (1) year renewal(s) by written agreement of the parties.

General: The graduate and undergraduate academic brochures are gang printed in batches, with 5-8 batches during the fiscal year. Each batch usually has 8-14 brochures but some batches may have fewer. The exact quantity of brochures is uncertain because it depends upon KU units' needs, but the estimated quantity is 241,500.

Note: number of brochures for each batch may be specified by printer after consulting with University Relations' editor. Because of the complexity and variability of this project, the University Relations' editor normally consults with the printer in advance of sending each batch.

Please state if plant is a certified green facility (FSC, SFI)

Due date: Each batch should be completed within 10 working days of receipt of the complete digital documents from University Relations. University Relations will schedule each batch with the printer in advance.

Quantity: Quantities for individual brochures range from 500 to 20,000; in addition one brochure needing 50,000 copies. The average quantity per brochure is 1,000-2,000; the average quantity per batch is 25,000. These can vary and can be "in-between" amounts such as 1,050 or 2,500 or 2,050.

Format: brochure

Number of pages: 2 pages, 8 panels total

Page size: 9" x 15.5"

Size of each panel: 3.875" x 9"

Bindery work: trimming + 2 folds (parallel-style folds)

Paper: 80 lb off-set text paper, gloss coated C2S, opacity 92 or higher, brightness 90 or higher
Vendor must give name and specifications of paper and provide a sample with bid. **Please indicate on cost form if paper is 10% post-consumer recycled or from a managed source.** Paper is subject to approval by University Relations.

Ink: four-color process, vegetable-based, high-gloss, heat-set inks + one spot color (PMS 293).
Vendor must give name of ink and provide a sample printed with it. Ink is subject to approval by University Relations.

Colors: 5 colors (CMYK + one spot color PMS 293) plus aqueous coating or varnish on both sides

Artwork: CMYK images will be color corrected and placed in document by University Relations' designer.

Artwork will include reverses, bleeds and screens. Digital files will be delivered to vendor as Quark Xpress 6.1, PhotoShop CS and Illustrator CS by FTP/CD/DVD.

Color corrections and proofs: Bid will include

- 1 digital proof,
- 1 color match-proof

Vendor is responsible for changes in color proofs due to vendor's error. KU will not accept an online or PDF mock-up.

Option 1: KU will be responsible for corrections it makes at proof stage. Please give *cost per page* or *cost per correction* (specify which) for corrections at proof stage.

Option 2: KU may order additional full-page color match proofs due to changes it makes on a *cost-per-page* basis.

Press check:

Option 3: KU will do a press check of the brochures. First batch will be press checked; thereafter, whether to do a press check will be determined at proof stage.

Press check: Vendor calls University Relations at least 48 hours in advance of a press runs; University Relations' designer travels to printing site and checks pages at beginning of press runs. In the event that the location of the press requires travel outside of Lawrence, KS, and duration of press checks requires overnight stay, successful vendor agrees to reimburse University Relations for travel and lodging expenses related to the press checks that are in excess of \$50.00 in accordance with State and University travel reimbursement rates.

Packing: Brochures must be packed in small boxes. Each box must be labeled on two sides with name of brochure(s). Do not shrink-wrap.

Delivery: Delivery will be FOB destination. Number of destination points per batch will vary. There will be two delivery points for each *graduate brochure*, which will be specified not later than the time that the artwork is delivered to the printer:

- 50 copies to University Relations, 1314 Jayhawk Blvd, Lawrence, KS
- balance to academic program

There will be four-five delivery points for each *undergraduate brochure*, which will be specified not later than the time that the artwork is delivered to the printer:

- 50 copies to University Relations, 1314 Jayhawk Blvd, Lawrence, KS
- 50 copies to University Advising Center, 1450 Jayhawk Blvd, Rm 126, Lawrence, KS
- 250 copies of each Liberal Arts brochure, College Student Academic Services, 1450 Jayhawk Blvd, Rm 109, Lawrence, KS
- variable quantities to Admissions, 1502 Iowa, Lawrence, KS
- balance to academic program

Billing: Normally University Relations will be billed for each batch, with the cost of each brochure itemized. Occasionally another KU unit will be billed for a specific brochure(s) and University Relations will be billed with itemization for the remainder of the batch. In the latter case, printer

will be notified of the special billing arrangement when the batch is sent. Because quantities vary greatly, those quantities falling between the ranges set out in the bid form must be proportionate. Using the attached sample bid as an example, if one brochure of a 2-brochure batch is for 1,500 copies, the cost should be $(50 + 110)/2$ or 80.

Quality of work: Successful vendor will be expected to maintain the highest quality controls as recognized by the industry. Inconsistency in color or paper, off-set problems, hickies, damaged stock, inferior binding or other serious deviations from acceptable quality will result in rejection of all or part of the work. *If client determines that job is of unacceptable quality, vendor will make required correction(s) of problem(s) in a timely manner at no cost to the client. Client will not pay for job until all copies of the quantity ordered have been received and determined to be of acceptable quality.*

Return of materials: All furnished materials, as well as all color-corrected high-resolution scans and all materials that were changed, will become the property of the University of Kansas, Office of University Relations, upon completion of job and must be returned in digital form on CD or DVD within 30 days of completion of work. Invoice will not be paid until materials are returned.

Subcontractors and third-party work: The only subcontracted work allowed on this project is shipping/delivery of the finished brochures. In that case, the contracting vendor remains responsible for meeting deadlines, accurate delivery, and lack of damage to product.

Largest Qty	1 Brochure	2 Brochures	3 Brochures	6 Brochures
500	\$625.00	\$913.00	\$1,069.00	\$1,492.00
1,000	\$665.00	\$964.00	\$1,134.00	\$1,614.00
2,000	\$708.00	\$1,063.00	\$1,261.00	\$1,857.00
3,000	\$752.00	\$1,153.00	\$1,376.00	\$2,076.00
4,000	\$795.00	\$1,238.00	\$1,488.00	\$2,287.00
5,000	\$833.00	\$1,323.00	\$1,598.00	\$2,493.00
6,000	\$877.00	\$1,413.00	\$1,713.00	\$2,712.00
7,000	\$918.00	\$1,555.00	\$1,828.00	\$2,930.00
8,000	\$958.00	\$1,629.00	\$1,942.00	\$3,144.00
9,000	\$997.00	\$1,707.00	\$2,058.00	\$3,359.00
10,000	\$1,040.00	\$1,788.00	\$2,176.00	\$3,576.00
15,000	\$1,260.00			
20,000	\$1,473.00			
50,000	\$2,949.00			

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the University of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the University of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the University of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The University of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The University of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the University of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Purchasing Services