

Contract Award

Date of Award: January 2, 2013

Contract Number: 31732892

Replaces Contract: 07241

Buyer: Sherry Draper
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Item: Library Binding Services

Agency: The University of Kansas including
The University of Kansas Medical Center

Location(s): Lawrence, Kansas

Period of Contract: January 1, 2013 through December 31, 2017

Contractor:

HF Group Inc 1010 North Sycamore Street North Manchester, IN 46962 Adam Brouwer Phone: 800-334-3628 Fax: 260-982-1130 Email: abrouwer@thehfgroup.com	Houchen Bindery Ltd. 340 First Street Utica, NE 68456 Damon Osborne Phone: 402-534-2261 Fax: 402-534-2761 email: email@houchenbindery.com
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PeopleSoft ID: 0000016767 00000062218

Prices: See Attached

Scope: This contract shall cover the procurement of **Library Binding Services** for the University of Kansas, KU Libraries during the contract period referenced above. This contract is open to the Kansas Board of Regents institutions.

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/>

SCOPE

This contract is established to provide high quality commercial binding and services for the state libraries throughout Kansas. The University of Kansas Libraries has three (3) pick-up and delivery sites; Kansas State University has one (1) site. Each site shall be billed separately.

3 Week Pick-up/Delivery Turnaround Time

- Kansas University, Watson Library Dock, Lawrence, KS
- Kansas University, Law Library Dock, Lawrence, KS
- Kansas University, Dykes Library Dock, KU Medical School, Kansas City, KS
- Kansas State University, Hale Library Dock, Manhattan, KS
- University of Kansas Medical Center, Kansas City, KS
- Emporia State University, Emporia, KS
- Wichita State University, Wichita, KS

Once a Month Pick-up/Delivery Turnaround Time

- Pittsburg State University, Pittsburg, KS
- University of Kansas School of Medicine, Wichita, KS
- Fort Hays State University

Because the binding contract will service several institutions, and because each library may have different specific binding needs and expectations, each individual library reserves the right to separately negotiate, through the State, library specific binding specifications with the Contractor who is awarded the contract.

STANDARD FOR LIBRARY BINDING

The ANSI/NISO/LBI Library Binding Standard, Z39.78-2000 (R2010) is herein made the foundation of this contract (henceforth cited as NISO/LBI Standard). Should a later edition of the NISO/LBI Standard or appropriate specifications be released during the period covered by this contract, said standards/specifications shall be adopted as the minimum standards with the consent of all libraries.

All library binding, pre-binding, rebinding and lettering shall meet or exceed the minimum standards established in the NISO/LBI Standard.

The Contractor shall provide all binding materials to meet the specific requirements of the NISO/LBI Standard.

CONTRACTOR EXPECTATIONS

Contractor's total facilities shall be open for inspection at any time by the Director of Purchases and/or his designated representative(s) and library personnel.

When requested by the libraries, a representative from the Contractor shall visit the libraries to discuss performance of the Contractor and shall be available to receive communications from the libraries via phone, electronic mail, and/or fax. The representative shall be thoroughly familiar with the terms of this contract and shall have an in-depth knowledge of the technical aspects of library binding and the operations of the bindery she/he represents, as well as an understanding of the relationship between library binding and the preservation of library materials. Other specialists (automation specialists, in particular) must also be available for consultation when requested.

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The Contractor shall have customer service personnel assigned to the libraries' accounts who are knowledgeable of the specifications in the libraries' binding contract and each library specific specification. Customer service personnel must also be knowledgeable of the binding operations of the bindery. Customer service personnel shall provide assistance to the libraries at no additional cost (i.e., toll-free telephone number).

Each volume bound under this contract shall contain a label or stamp identifying the bindery and showing the month and year in which the volume was bound. This stamp or label shall be placed on the inside of the back cover.

The Contractor shall follow special binding instructions, whether transmitted via binding tickets or the automated system unless, in their judgment, the request is impossible or inadvisable. In such cases, the Contractor will contact the libraries for further instructions concerning individual volumes. If the libraries' special instructions are unclear, the binder will contact the library for clarification.

"Sub-contracting" or "farming-out" of work, or any portion thereof resulting from this bid, without written approval from a library, will be considered just cause for cancellation of the agreement by the State of Kansas.

PICK-UP AND DELIVERY

Pick-up/delivery shall be on a regularly scheduled day, Monday through Friday, between 8:00 A.M. and 4:30 P.M., at mutual agreement by the parties involved.

If the truck is to be delayed more than eight (8) hours, the Bindery Supervisor in each of the libraries should be notified by telephone.

Consistent irregularity in the delivery schedule may be sufficient grounds for termination.

The Contractor shall pay all transportation charges and assume all responsibility for loss or damage to materials in transit to and from the bindery.

Contractor shall provide transportation and personnel necessary for door-to-door pick-up and delivery of materials sent for binding. "Door-to-door" is defined as pick-up and delivery of materials to the bindery preparation units, and not merely a loading dock. Common carrier is not acceptable unless authorized by the libraries.

Materials returned to the libraries shall be packed in cartons with shipment/lot number, category of contents, and specific destination numbers and the corresponding code numbers used within the bindery. Material returned to the libraries must be grouped in the manner desired by each library, and cartons containing rush materials must be clearly marked.

With the possible exception of holidays, the libraries expect all materials to be bound and returned to the libraries within established timeframes from the date the shipment is picked up by the Contractor.

Contractor shall furnish shipping cartons, sealing tape and address labels as required by the libraries for shipping. Shipping cartons shall be constructed of double walled corrugated material or specially designed plastic crates.

- The standard time frame for reproduction of materials is expected to be 3 to 6 weeks from receipt of the items. Rush items will be completed and returned to the Library within two (2) weeks. Contractor to note cost for rush charges on the bid form.
- Contractor must be able to copy or scan from bound books if the Library is unwilling to have a brittle volume disbound. Contractor shall note charges for copying from bound volumes on the bid form.
- **IMPROVEMENTS AND INNOVATIONS IN METHODS AND MATERIALS** - Any improvements in traditional methods and/or materials used by the Contractor shall be acceptable to the libraries within the terms of this contract under the following conditions: the new methods and/or materials must undergo extensive, documented testing which measures their strength, durability, and functional qualities (e.g., openability of the bound volume, strength of leaf attachment, etc.); and testing must clearly indicate that the innovation(s) will lead to better protection and greater longevity of the text block. Adoption of any technical innovation must be approved in writing by the libraries prior to implementation.

PRICING

Houchen Bindery Ltd. HF Group, LLC				
Description	UOM	Estimated QTY	Unit	Unit
Two week binding schedule: Standard Monographs (including all lettering on the spine for author, title, and call number)	Each	9500	\$6.20	\$7.15
Three week binding schedule: Standard Monographs (including all lettering on the spine for author, title, and call number)	Each	9500	\$5.70	\$7.25
Two week binding schedule: Standard Newspapers (including all lettering on the spine for author, title, and call number)	Each	50	\$38.90	\$40.00
Three week binding schedule: Standard Newspapers (including all lettering on the spine for author, title, and call number)	Each	50	\$35.40	\$40.00
Two week binding schedule: Music (including all lettering on the spine for author, title, and call number)	Each	300	\$8.20	\$8.50
Three week binding schedule: Music (including all lettering on the spine for author, title, and call number)	Each	300	\$7.50	\$8.50
Two week binding schedule: Thesis and Dissertations (including all lettering on the spine for author, title, and call number)	Each	3000	\$8.20	\$8.50
Three week binding schedule: Thesis and Dissertations (including all lettering on the spine for author, title, and call number)	Each	3000	\$6.90	\$8.50
Two week binding schedule: Custom Periodicals (including all lettering on the spine for author, title, and call number)	Each	900	\$9.00	\$10.75
Three week binding schedule: Custom Periodicals (including all lettering on the spine for author, title, and call number)	Each	900	\$8.20	\$10.75

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Two week binding schedule: Standard Periodicals (including all lettering on the spine for author, title, and call number)	Each	20000	\$7.50	\$7.75
Three week binding schedule: Standard Periodicals (including all lettering on the spine for author, title, and call number)	Each	20000	\$6.90	\$8.25
Two week binding schedule: Economy Periodicals (including all lettering on the spine for author, title, and call number)	Each	2000	\$7.50	\$5.25
Three week binding schedule: Economy Periodicals (including all lettering on the spine for author, title, and call number)	Each	2000	\$6.90	\$5.25
Two week binding schedule: Economy Monographs (including all lettering on the spine for author, title, and call number)	Each	1	\$4.90	\$5.25
Three week binding schedule: Economy Monographs (including all lettering on the spine for author, title, and call number)	Each	1	\$4.50	\$5.25
Two week binding schedule: Recasing (including all lettering on the spine for author, title, and call number)	Each	900	\$4.40	\$3.50
Three week binding schedule: Recasing (including all lettering on the spine for author, title, and call number)	Each	900	\$4.00	\$3.50
Two week binding schedule: Pamphlet Binding (including all lettering on the spine for author, title, and call number)	Each	2000	\$10.40	\$14.90
Three week binding schedule: Pamphlet Binding (including all lettering on the spine for author, title, and call number)	Each	2000	\$9.50	\$4.95
Two week binding schedule: Phase Boxes (including all lettering on the spine for author, title, and call number)	Each	25	\$25.00	\$27.50
Three week binding schedule: Phase Boxes (including all lettering on the spine for author, title, and call number)	Each	25	\$23.70	\$27.50
Two week binding schedule: Portfolio Boxes (including all lettering on the spine for author, title, and call number)	Each	15	\$45.00	\$48.00
Three week binding schedule: Portfolio Boxes (including all lettering on the spine for author, title, and call number)	Each	15	\$42.70	\$48.00
Two week binding schedule: Double-Tray (Clam Shell) Boxes (including all lettering on the spine for author, title, and call number)	Each	20	\$51.50	\$60.00
Three week binding schedule: Double-Tray (Clam Shell) Boxes (including all lettering on the spine for author, title, and call number)	Each	20	\$48.90	\$60.00
Two week binding schedule: Machine Made Clam-Shell Boxes (including all lettering on the spine for author, title, and call number)	Each	500	\$8.80	\$0.00
Three week binding schedule: Machine Made Clam-Shell Boxes (including all lettering on the spine for author, title, and call number)	Each	500	\$8.80	\$0.00
Two week binding schedule: Music Pocket Case (including all lettering on the spine for author, title, and call number)	Each	5	\$29.65	\$31.00
Three week binding schedule: Music Pocket Case (including all lettering on the spine for author, title, and call number)	Each	5	\$29.65	\$31.00

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Two week binding schedule: Slip Cases (including all lettering on the spine for author, title, and call number)	Each	5	\$32.00	\$35.00
Three week binding schedule: Slip Cases (including all lettering on the spine for author, title, and call number)	Each	5	\$32.00	\$35.00
Two week binding schedule: Mass Deacidification	Each	250	\$1.00	\$18.50
Three week binding schedule: Mass Deacidification	Each	250	\$0.75	\$18.50
Two week binding schedule: Digitization (each binder is asked to provide their specific pricing structure if they have one, including prices for various sized pages)				
Price Per Scanned 8.5"x11" sheet	Each	400	\$0.35	\$0.55
Three week binding schedule: Digitization (each binder is asked to provide their specific pricing structure if they have one, including prices for various sized pages)				
Price Per Scanned 8.5"x11" sheet	Each	400	\$0.30	\$0.55
Two week binding schedule: Conservation Services (each binder is asked to provide their specific pricing structure if they have one)				
Three week binding schedule: Conservation Services (each binder is asked to provide their specific pricing structure if they have one)	Per Hour	1	\$70.00	\$60.00
Two week binding schedule: Re-sewing Monographic text blocks	Per Hour	1	\$70.00	\$60.00
Three week binding schedule: Re-sewing Monographic text blocks	each	15	\$5.80	\$5.75
Two week binding schedule: Stubbing (each 1/2")	each	15	\$5.30	\$5.75
Three week binding schedule: Stubbing (each 1/2")	each	80	\$0.25	\$0.50
Two week binding schedule: Tattle tape insertion (Library to supply tattle tape)	each	80	\$0.25	\$0.50
	each	18000	\$0.15	\$0.25

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Three week binding schedule: Tattle tape insertion (Library to supply tattle tape)				
Two week binding schedule: Extensive repairs	each	18000	\$0.15	\$0.25
Three week binding schedule: Extensive repairs	per hour	1	\$20.00	\$60.00
Two week binding schedule: Paper Pockets	per hour	1	\$20.00	\$60.00
Three week binding schedule: Paper Pockets	each	250	\$2.30	\$2.50
Two week binding schedule: Cloth Pockets	each	250	\$2.35	\$2.50
Three week binding schedule: Cloth Pockets	each	25	\$4.40	\$4.50
Two week binding schedule: "RUSH" handling charge, per volume	each	25	\$4.40	\$4.50
Three week binding schedule: "RUSH" handling charge, per volume	each	4000	\$1.30	\$2.25
Two week binding schedule: No Trim, per volume	each	4000	\$1.30	\$2.25
Three week binding schedule: No Trim, per volume	each	28000	\$0.00	\$0.03
Two week binding schedule: No rounding and backing, per volume	each	28000	\$0.00	\$0.03
Three week binding schedule: No rounding and backing, per volume	each	10	\$0.00	\$0.00
	each	10	\$0.00	\$0.00

TERM AND CONDITIONS

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:

- State of Kansas Contract Provisions Attachment DA-45/146a;

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- 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.

Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response.

(Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.)