

**CONTRACT AWARD**

Date: 09/15/2020

Purchasing Contact: Memory Buffington

**CONTRACT NO.: 40663**

Replaces Contract No.: 40406

**SCOPE OF SERVICES**

1. Candidate names and details for each degree in each school are to be furnished to the engravers by the University's Office of the Registrar upon initialization of the contract. Information needed to complete the certificates, such as recipient's name, particular program, signature format and inclusive dates will be furnished to the engravers as programs are completed. Changes may be made at any time upon written notification.
2. Each order returned must include the original order date, a shipping date, and an enclosure count. All "no charge" corrections should be shipped under separate covers and so designated. If an incomplete order is sent, a written explanation must be included specifying how many diplomas are missing, why they have not been shipped and accurate expected ship date for the missing diplomas.
3. Proof of text is required. Final proof shall be approved in writing.
4. Detailed specifications for workmanship are located on the following page, TABLE A.
5. The contract will be an "open-end" type; the quantities ordered will be those actually required during the contract period, and the contractor will deliver only such quantities as may be ordered.
6. All charges, i.e. set-up, proof, shipping and handling, etc. shall be included in the unit price. Charges not included shall not be approved for payment. Bidders are to disclose all costs and fees associated with the provision of diplomas and diploma covers on bid form. All prices are to be FOB Destination (freight paid by vendor) regardless of the quantity ordered.
7. Shoddy or inferior quality workmanship on diplomas and diploma covers shall not be accepted. Unacceptable items, including, but not limited to, excess glue on covers and covers where all four corners do not fit together neatly, shall be returned to the vendor and shall be replaced in a timely manner at no expense to the Universities. The vendor shall bear all expenses of items returned for replacement.

**TABLE A**

DIPLOMA SPECIFICATIONS					
	Emporia State University	Fort Hays State University	Kansas State University	Wichita State University	Pittsburg State University
<b>Size</b>	8.5" x 11"	8.5" x 11" to be printed from genuine hand engraved steel plates. Impressions are to be clean & sharp in rich black ink.	11" x 8.5" Traditional-Print size and format per sample provided.	8-	11" x 17" College of Veterinary Medicine-Print size and type style per sample provided.

<b>Seal</b>	<p>School and Regent's seal 1 1/2" in diameter foil embossed in gold, closet match to Pantone 132 gold. School name in black thermography approximately 9.25" x 1". All foil must be heat resistant and laser printer compatible as the remainder of the document shall be printed at the school on a laser printer. Sample may be requested.</p>	Two (2) seals gold	<p>1. University and Board of Regents Seals- Two gold engraved with second color purple foil. Color Purple Pantone #268. 2. Kansas State University printing at top of diploma should have the "K" "S" "U" in purple foil with gold shadow. 3. Copy for exact wording on diploma will be sent to selected vendor.</p>	<p>University name and seal (only ONE seal on replacement diplomas) and University name and TWO seals to use on current diploma paper (KBOR and WSU SEALS) are to be printed using heat-resistant black flat ink and gold foil so the remainder of the document can be printed at the school on a laser printer. Gold foil hot-stamped and embossed with details apparent on seals, solid and modeled. Vendor sample will be requested.</p>	<p>Seals are imprinted in red and gold and 1 1/2" in diameter.</p>
<b>Print</b>	Not applicable	<p>Hand engraved steel plates. FHSU uses Script-Safe International (Diplomas on Demand) for our</p>			

(portrait) - For 11" x 8.5",  
left side hinge, with  
Anderson Hall on inside  
cover, left side.

**Case Material** Black smooth top  
folder

Imitation leather,  
synthetic, firm, soft &  
pliant or number one  
quality, full grained  
imitation leather.  
The outside cover is  
Black with Fort Hays  
State University  
stamped in genuine  
24-carat gold leaf.

First Grade imitation  
leather, Purple Pantone  
#268

**Embossing**

Seal embossed in foil, closest match to Pantone 132 gold, school seal 3" in diameter on front cover

The cover for FHSU has a two (2) line framed boarder on the front, has a padded cover, and the front cover for FHSU has a stamp of the school name.

**Traditional Cover and Veterinary Medicine Cover** - The school seal (approximately 3" diameter) followed by one line of stamping (3/8"-1/2" high) is to be stamped in gold leaf centered on the front of the cover. Single line of stamping (7/8" high) to read Kansas State

<b>Lining Board</b>	.025 +/- .001 325 lb/ream 28x34	.024 +/- .001. Actual weight 400 lbs per ream 28"x34". The flexible lining board must be free from grain.	Thickness shall be .025". The lining board that the moire lining is to be formed over a smooth, flexible binder's cloth board.	24 point bright white beverage board.	Moire is laminated securely to a .024 white board. Cut is flush with moire grain running in a vertical direction
<b>Hinge</b>	Cover is hinged long side at the top.	The case is horizontal, long top hinge up and tucked with a smooth black finish.	Traditional Cover is 11x8.5" landscape orientation, hinge on left side; Veterinary Medicine Cover is 11"x17" landscape orientation, hinge on top; Award Cover is 11" X8.5" portrait orientation, hinge on left side.	The hinge of the case will be on the shortest (left) side and	

This contract is entered into this 15 day of September, 2020 by and between Kansas State University and Herff Jones, Inc..

The parties agree as follows:

- 1.

State of Kansas

Kansas State University

KSU-146a (Rev. 7-20)

**SCHEDULE A - CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be at

### **UNIVERSITY TERMS AND CONDITIONS**

1. **Contract:** The Contractor agrees to accept the negotiated provisions of the Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20)) which is incorporated into all contracts with the University.

2. **Contract Documents:** The Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), the Solicitation 40663 and any addenda and the Contractor's response and any amendments of the Contractor are incorporated and made a part of this contract by reference which compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Contractual Provisions Attachment (KSU-146a), which is attached hereto and forms part of and is incorporated in this Contract Award; and
- this Request including any and all addenda.; and
- Contractor's written proposal, including any and all addenda, submitted in response to this Request as finalized.

3. **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

4. **Notices:** Other than day to day commercial interactions, all formal notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Kansas State University  
Purchasing Office  
RE: # 40663  
2323 Anderson Ave., Suite 500  
Manhattan, KS 66502**

**Herff Jones, Inc.  
Kyle Brown  
4501 West 62<sup>nd</sup> Street  
Indianapolis, IN 46268**

or to any other persons or addresses as may be designated by notice from one party to the other.

5. **Termination for Cause:** Kansas State University 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.

Kansas State University 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 University may authorize in writing), Kansas State University 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. All non-cancelable or non-transferable contracts or commitments made on University's authorization existing at the expiration of the period following notice will be carried to completion by Contractor and paid for by University, unless agreed to in writing by Contractor. All outstanding invoices must be paid in full prior to assignment and transfer of materials to University.



to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a University contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

23. **Injunctions:** Should the University be prevented or enjoined from proceeding with the acquisition before or after contract execution as required by applicable law, procedure, or other circumstances beyond the control of University, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
24. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal 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 Request. Kansas State University 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 quotation. The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
25. **Political Subdivisions:** Political subdivisions [including but not limited to, the Kansas Board of Regents and its member institutions, Riley County, City of Manhattan, and local Unified School Districts (USDs)] are permitted to utilize contracts administered by Kansas State University. Conditions included in this contract shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision. Bidders shall indicate below if pricing is available to political subdivisions.
- 26.

**COST PROPOSAL**

Vendor Name: \_\_\_\_\_

**DIPLOMAS**

- Emporia State University \$ \_\_\_\_\_ each
- Fort Hays State University \$ \_\_\_\_\_ each
  - Adhesive Seal ADD \$ \_\_\_\_\_ each
  - Backdate Charge ADD \$ \_\_\_\_\_ each
- Kansas State University
  - Traditional Diploma \$ \_\_\_\_\_ each
  - College of Vet Med (11x17) \$ \_\_\_\_\_ each
- Wichita State University
  - With Envelope \$ \_\_\_\_\_ each
  - Without Envelope \$ \_\_\_\_\_ each
- Pittsburg State University \$ \_\_\_\_\_ each

**CASES/COVERS**

- Emporia State University \$ \_\_\_\_\_ each
- Fort Hays State University \$ \_\_\_\_\_ each
- Kansas State University
  - Traditional Diploma \$ \_\_\_\_\_ each
  - College of Vet Med (11x17) \$ \_\_\_\_\_ each
  - Award Covers \$ \_\_\_\_\_ each
- Wichita State University \$ \_\_\_\_\_ each
- Pittsburg State University \$ \_\_\_\_\_ each

**STOCK**

- Kansas State University
  - Traditional Diploma \$ \_\_\_\_\_ each
  - College of Vet Med (11x17) \$ \_\_\_\_\_ each

**List Any Additional Fees That May Apply**

- One-





