

CONTRACT AWARD

Date: 09/15/2020

CONTRACT NO.: 40663

Replaces Contract No.: 40406

Purchasing Contact: Memory Buffington

Phone: 785-532-6214

E-mail: kspurch@k-state.edu

Item: Diplomas and Diploma Covers

Primary Using Department: **Kansas State University**

Kansas State University, Manhattan, KS – Julie Wilburn, kspurch@ksu.edu, 785-532-6214

Emporia State University, Emporia, KS – Debbie Redeker, dredeke2@emporia.edu, 620-341-5134

Fort Hays State University, Hays, KS – Kathy Herrman, kaherrman@fhsu.edu, 785-628-4046

Pittsburg State University, Pittsburg, KS – Jim Hughes, jhughes@pittstate.edu, 620-235-4154

Wichita State University, Wichita, KS – Lisa Nettleton, lisa.nettleton@wichita.edu, 316-978-3783

Period of Contract: **December 1, 2020 through November 30, 2025 with one (1), one (1) year renewal**

Contractor Information: Becky Boone
Herff Jones, Inc.
4501 West 62nd Street
Indianapolis, IN 46268
Phone: 800-635-5670
Email: bboone@graphicawardsinc.com

Prices: See Attached Pricing

Payment Terms: Net 30. Will accept Credit Card or ACH for payment

Scope: Printed diplomas and diploma cases/covers to be provided on an as-needed basis for Kansas State University, Emporia State University, Fort Hays State University, Pittsburg State University, and Wichita State University.

Political Subdivisions: Pricing is available to all Kansas Board of Regents public universities

Attachments: Schedule A – Contractual Provisions Attachment
Schedule B – University Terms and Conditions
Schedule C - Cost Proposal Sheet

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
Size	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. 11" x 17" College of Veterinary Medicine-Print size and type style per sample provided.	8-1/2 X 11 Landscape: We need TWO quotes for one seal and two seal paper.	8 1/2 x 11"
Stock	Craine's Crest, 100% cotton cover, 90#, Natural White, Smooth Finish	Sample of the FHSU diploma may be obtained by contacting LuAnn Pfeifer at FHSU 785-628-5832. In addition to the cream color used in the past, FHSU would be interested in seeing 5 different proofs that include different colors, textures and qualities of paper.	American Parchment, 65 pound basis 20" x 26"	65lb. cover French Parchtone, color "Natural," by French Paper Company, Niles, Michigan. Printer should only use paper that is clean, with no fibers showing that look like ink marks.	56 lb Cranes Ivory wove finish

Seal	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.	Two (2) seals gold	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.	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.	Seals are imprinted in red and gold and 1 1/2" in diameter.
Print	Not applicable	Hand engraved steel plates. FHSU uses Script-Safe International (Diplomas on Demand) for our Diploma paper and we print all or our own Diploma's in house.	Kansas State University Printing prints the Student name, degree, and signatures lines with facsimile signatures. The selected Vendor will only print Kansas State University and the two Seals on the diploma paper. Samples of the paper are available.	The WSU diploma is designed in Adobe Creative Suite. The art for the gold foil drop shadow on the "Wichita State University" lettering will have to be lined out by hand.	Thermography
Other	Contact for ESU: Sheila Markowitz, University Registrar, 620-341-5152	Packing should be in boxes identified "FHSU Diplomas- Office of the Registrar" Ship to: Fort Hays State University, Registrar's Office, 600 Park Street, Hays, KS 67601-4099.		Quote one-time die charges listed separately from per unit cost of printed diploma paper. Proof required within 30 days after award of contract. Submit to Gina Crabtree, University Registrar, 1845 Fairmount, Wichita State University, Wichita, KS 67260-0058. If you have questions, please call the Office of the Registrar at 316- 978-3672. Design questions should be directed to Amy Easum at 316-978-7285. Packing shall not exceed 1,000 per box in individual chipboard boxes or 1,000 per shrink wrapped package, shipped several boxes/packages per carton; marked for inside delivery. Ship to: WSU Receiving, Gaddis Physical Plant, 4010 E. 17th ST, Wichita, KS 67260-0023.	Print style is Old English; seal is imprinted in red and gold and is 1 1/2" in diameter

DIPLOMA CASE / COVER SPECIFICATIONS

	Emporia State University	Fort Hays State University	Kansas State University	Wichita State University	Pittsburg State University
Size	11.5" X 9" overall size to hold an 11" X 8.5" diploma	9.5" x 11.5"	Traditional Cover (Landscape) for 11" x 8.5" Diploma Insert, left side hinge, with Anderson Hall on inside cover, left side. College of Veterinary Medicine Cover (Landscape) for 11" x 17" Diploma Insert, top hinge. Award Cover	To hold 8.5" x 11" diploma insert landscape.	8 15/16" x 11 7/16"

			(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	1. Color- black: Grain or Lexitone finish. 2. Kivar 9 with a clear pyroxylyn top coat to provide durability	Black Kivar 7 with a morocco grain
Case Board	.080" Davey Board	.060" Davey board	.080" thick, warp resistant clothboard, Red Label Davey Board or equal. No chip or straw binder's board will be accepted.	Laminated foam board consisting of a base of 80 point Davey Red Label Board, with a 1/8" foam center and a 20 point chipboard top liner.	80 point
Case Construction			ALL: The case must be neatly constructed. No baggy cases will be accepted. The case must be folded and turned neatly so that all four corners coincide when the case is closed.		
Wadding	5/32" foam & 18 pt. Chipboard	A lamination of 3lb. White cotton wadding is glued to the case board. A second lamination of nine-point card middling separates the wadding from the leather. The protective lamination must cover the entire wadding. None of the wadding can be exposed to the leather.	1. A lamination of 1/8" foam to be glued to the case board. 2. A second lamination of 18-point chipboard to separate the wadding from the cover material. This lamination must cover the entire foam (foam cannot be exposed to the leather).	1/8" foam center and a 20 point chipboard top liner. An 8 1/2" x 11" piece of clear acetate is to be furnished for each Case.	Foam padding is 5/32" thickness

<p>Embossing</p>	<p>Seal embossed in foil, closest match to Pantone 132 gold, school seal 3" in diameter on front cover</p>	<p>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.</p>	<p>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 University. Award Cover - The school seal (Approximately 2.5" 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 (5/8" high) to read Kansas State University.</p>	<p>There shall be a single line blind embossed panel on the front of the Case (see sample). A Wichita State gold seal shall be fixed on the front cover using a two dimensional modeled die (what would normally be black, if printed, would be gold).</p>	<p>School name in gold</p>
<p>Corners</p>	<p>Round/square</p>	<p>Square</p>	<p>Square</p>	<p>All four corners must be neatly tucked.</p>	<p>Hand tucked, turned neatly</p>
<p>Embossed</p>	<p>Double line frame front & back</p>	<p>The sharp single line frame is embossed approximately 5/8" from the edge of each case.</p>			<p>Name heat stamped in Old English Text</p>
<p>Lining</p>	<p>18 bar gold - closest match to Pantone 132 gold- moire silk taffeta formed over. Case hinger shall consist of the same material as inside lining. Consists of 2 pads with one pad to have moire satin corner ribbons 7/8" wide mounted on each of the four (4) corners of the pad which will hold the diploma insert. Moire tucked under.</p>	<p>18 bar bright gold moire taffeta, warp 93.4 (100 denier) 26 filaments, filling 206.5 (200 denier) 52 filaments. The gold moire silk taffeta has a lamination of white paper.</p>	<p>1. Traditional Cover (landscape left side hinge) - Lining inside is to consist of two pads, one on left side and one on right side. Right side pad to have satin corner ribbons (purple) 7/8" wide, mounted on each of the four corners of the pad that will hold the diploma. Lining material-18 bar moire silk taffeta formed over both pads. 2. Veterinary Medicine Cover (landscape top hinge)-Lining inside is to consist of two pads, one on top and one on bottom. Bottom pad to have satin corner ribbons (purple) 7/8" wide, mounted on each of the four corners of the pad that will hold the diploma. 3. Award Cover (portrait with left side hinge)-Lining inside is to consist of two pads, one on left side and one on right side. Right side pad to have satin corner ribbons (purple) 7/8" wide, mounted on each of the four corners of the pad that will hold the diploma. Lining material-18 bar moire silk taffeta formed over both pads.</p>	<p>1. The lining consists of two 8½" x 11" pads landscape. 2. Liner material: Genuine white taffeta, 180 denier with non-fray coating, laminated to 24 point bright white beverage board. 3. The right-hand pad will have four <u>white</u> corner ribbons to hold the diploma snugly. Ribbons to be 100% acetate, color-fast #5 ribbon. 4. The lining pads shall be free of wrinkles, in line, and glued neatly and securely in place. 5. An etching of one of the school buildings will be reproduced on the top lining-pad. 6. White moiré color.</p>	<p>2-Bar Moire Taffeta 180x60 - 100% Acetate 75 Denier Filling 150 Denier Bright Acetate light gold in color</p>

Lining Board	.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
Hinge	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 is to consist of the same material as the outside cover.	Top Fold
Envelope				No envelope	
Other	Must furnish clear protector (acetate) for each Case.		<p>1. Traditional Cover-Image of Anderson Hall to be applied to the left pad in black with half tone screen. Award Cover-Reduced image of Anderson Hall to be applied to left pad in black with half tone screen. Boxed in 40 per box.</p> <p>2. Traditional Cover and Veterinary Medicine Cover-Must furnish clear Acetate sheets for each case.</p> <p>3. Traditional Cover and Award Covers boxed in 40 per box. Veterinary Medicine Cover boxed in 50 per box. 4. The case must be neatly constructed. Baggy cases will not be accepted. The case must be folded so that when it is closed, all four corners will coincide. 5. Deliver large shipments on pallets to the loading dock at Dykskra Hall. Smaller shipment to 118 Anderson Hall. 6. If the vendor has an on-line ordering system, it must easily accommodate ordering just paper stock (both sizes that include Kansas State University and two seals) and/or both diploma covers and award covers.</p>	Quote one-time die charges separately from per unit cost of the covers. A sample of the product desired will be furnished by Wichita State University to clarify the specifications. A representative sample cover, showing both the quality of materials and workmanship offered, the ability to do a left-side hinge, and the ability to do the two dimensional gold seal on the front, should accompany your bid.	

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. Subject to the terms and conditions of this contract, the University hereby accepts the offer of Contractor as expressed by Contractor's response submitted to Kansas State University Purchasing Office in response to Solicitation Number 40663, hereby incorporated by reference.
- 2. It is understood and agreed that pursuant to the Solicitation, Contractor agrees to provide diplomas and diploma covers for the University for the period December 1, 2020 to November 30, 2025 (with option to renew for one (1) additional one () 1year periods) on order of the University at the price or prices contained in the Solicitation. University agrees to pay the amount(s) due to the Contractor in accordance with the Solicitation as shown on proper delivery invoice(s) of the Contractor to the University. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
- 3. It is understood and agreed that all the provisions set out in the University's Solicitation Number 40663 are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that those provisions are controlling over the Contractor's offer, invoice, agency order forms or any other documents of the Contractor unless otherwise agreed below.
- 4. The Provision found in Contractual Provisions Attachment, (Form KSU-146a, rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Herff Jones, Inc. *Dustin Case*
 By: _____
 Dustin Case
 Plant Superintendent
 Date: 09/18/2020

Kansas State University *Memory Buffington*
 By: _____
 Memory Buffington
 Director of Financial Services
 Date: 09/18/2020

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 attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.

3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4. **Arbitration, Damages, Warranties:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University 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 under any contract for which it has not been paid. The University 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 the University, title to any such equipment shall revert to Contractor at the end of the University'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.

6. **Responsibility For Taxes:** The University 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.

7. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

8. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <https://www.k-state.edu/policies/ppm/3000/3070.html>.

9. **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.

10. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.

11. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.

12. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti-discrimination policy: <http://www.k-state.edu/policies/ppm/3000/3010.html>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at <https://www.k-state.edu/report/>. Contractor also 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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.

13. **Information/Confidentiality:** As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, 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.

14. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

15. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.

17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

18. **No Endorsement:** Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

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 62nd 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.

6. **Termination for Convenience:** Kansas State University Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, Kansas State University Purchasing shall determine that the termination is in the best interest of the University. In the event that Kansas State University 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. 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.

7. **Debarment of State Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this Request may be barred for a period up to three (3) years, pursuant to K.S.A. 75-37,103, or have their work evaluated for pre-qualification purposes.

8. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or Subcontractor(s)) and shall be fully qualified to perform the work required.

9. **Subcontractors:** Other than any third party provider the University selects to contract with which interacts with the services provided by the Contractor, the Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
10. **Proof of Insurance:** Upon reasonable request, the vendor shall present evidence of its insurance policies which shall meet the standard requirements of the industry to Kansas State University Purchasing.
11. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the University and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any University employee who has participated in the making of this contract until at least two years after his/her termination of employment with the University.
12. **Confidentiality:** The Contractor may have access to private or confidential data maintained by University to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract.
13. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations as they apply to the services performed by the Contractor to the University prohibiting discrimination in employment and controlling workplace safety.
14. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment as they apply to the services performed by the Contractor to the University. The Contractor shall report any violations to the applicable governmental agency.
15. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.
16. **Retention of Records:** Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and upon reasonable request during business hours once per year, make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period as noted above. Reasonable delivery of and access to the records shall be at no cost to the University. If not commercially reasonable for Contractor to perform such delivery and access, University shall bear such costs.
17. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Kansas State University Purchasing Office. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
18. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
19. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
20. **Mandatory Provisions:** The negotiated provisions found in Contractual Provisions Attachment (KSU-146a) which is attached are incorporated by reference and made a part of this contract.
21. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
22. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes: (1) conviction of a criminal offense as an incident to obtaining or attempting

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. **Tax Clearance Certificate:** A "tax clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Department of Taxation. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process please go to: <http://www.ksrevenue.org/taxclearance.html>
The tax clearance certificate will be required for all contract renewals.
27. **Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, payments to the vendor may be intercepted (setoff) by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the department making the payment in an amount equal to the funds intercepted. K.S.A. 75-6201 et seq. allows the Department of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

COST PROPOSAL

Vendor Name: Herff Jones, LLC

DIPLOMAS

- Emporia State University \$ 0.46 each
- Fort Hays State University \$ 1.43 each
 - Adhesive Seal ADD \$ 0.73 each
 - Backdate Charge ADD \$ see below each
- Kansas State University
 - Traditional Diploma \$ 1.32 each
 - College of Vet Med (11x17) \$ 6.03 each
- Wichita State University
 - With Envelope \$ _____ each
 - Without Envelope \$ 0.56 each
- Pittsburg State University \$ 1.54 each

CASES/COVERS

- Emporia State University \$ 3.66 each
- Fort Hays State University \$ 2.58 each
- Kansas State University
 - Traditional Diploma \$ 2.66 each
 - College of Vet Med (11x17) \$ 6.26 each
 - Award Covers \$ 2.66 each
- Wichita State University \$ 3.93 each
- Pittsburg State University \$ 2.46 each

STOCK

- Kansas State University
 - Traditional Diploma \$ 1.32 each
 - College of Vet Med (11x17) \$ 6.03 each

List Any Additional Fees That May Apply

- One-time die charges \$ Not Applicable
- Back dating charges \$ 26.00 - Diploma & Shipping
- Rush Service Fee \$ 25.00 and up. Will depend on date
- _____ \$ of order placed and date needed.

Lead Time

Diplomas _____ 15 days
Covers _____ 20 days

Is your pricing available to political subdivisions of the State of Kansas? Yes / No

Electronic Copy Submitted By: _____ E-mail USB _____ CD

Payment Terms: Net 30 Will P-Card be accepted for payment? **Yes** / No



Will ACH (direct deposit) be accepted for payment? **Yes** / No



SIGNATURE CERTIFICATE

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 95A0BFC5-752A-4E99-A14B-6995355EA9C1</p> <p>Transaction Type Signature Request</p> <p>Sent At 09/18/2020 08:03 CDT</p> <p>Executed At 09/18/2020 12:17 CDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 479c41e1f3011f5546008631f4489dcd013fc27959789c75878be9aa356ff7f</p> <p>Signer Sequencing Enabled</p> <p>Document Passcode Disabled</p>	<p>Document Name 40663 Diplomas Contractaward Herff Jones Final Reviewed</p> <p>Filename 40663_diplomas_contractaward_herff_jones_final_reviewed.pdf</p> <p>Pages 12 pages</p> <p>Content Type application/pdf</p> <p>File Size 437 KB</p> <p>Original Checksum c17c5069ecf5eb5986b7f93bd6484aa84443653531b55e0b309a930289b8560e</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Memory Buffington</p> <p>Email mbuffing@ksu.edu</p> <p>Signer Sequence 1</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 70a126f5972bb56a5cbbc25d773dccc7e48754b343312b10e00e3ccd1808961b2</p> <p>IP Address 129.130.19.148</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID DE6CD34F</p>	<p>Viewed At 09/18/2020 12:17 CDT</p> <p>Identity Authenticated At 09/18/2020 12:17 CDT</p> <p>Signed At 09/18/2020 12:17 CDT</p>
<p>Name Dustin Case</p> <p>Email dmcase@herffjones.com</p> <p>Signer Sequence 0</p> <p>Components 3</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 26ca1f2d9eef36152fd674e8b9fe81e7a2ee1c72b76021d41f16f3ce50c1156d</p> <p>IP Address 50.234.113.234</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 2B167636</p>	<p>Viewed At 09/18/2020 12:10 CDT</p> <p>Identity Authenticated At 09/18/2020 12:11 CDT</p> <p>Signed At 09/18/2020 12:11 CDT</p>

AUDITS

TIMESTAMP	AUDIT
09/18/2020 12:17 CDT	Memory Buffington (mbuffing@ksu.edu) signed the document on Chrome via Windows from 129.130.19.148.
09/18/2020 12:17 CDT	Memory Buffington (mbuffing@ksu.edu) authenticated via session on Chrome via Windows from 129.130.19.148.
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09/18/2020 12:11 CDT	Dustin Case (dmcase@herffjones.com) signed the document on Chrome via Windows from 50.234.113.234.
09/18/2020 12:11 CDT	Memory Buffington (mbuffing@ksu.edu) was emailed a link to sign.
09/18/2020 12:11 CDT	Dustin Case (dmcase@herffjones.com) authenticated via email on Chrome via Windows from 50.234.113.234.
09/18/2020 12:10 CDT	Dustin Case (dmcase@herffjones.com) viewed the document on Chrome via Windows from 40.94.36.12.
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09/18/2020 08:03 CDT

Dustin Case (dmcase@herffjones.com) was emailed a link to sign.

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Memory Buffington (mbuffing@ksu.edu) created document '40663_diplomas_contractaward_herff_jones_final_reviewed.pdf' on Chrome via Windows from 68.103.223.99.