Contract Award

Date: October 11, 2012

Contract Number: B0000891

Procurement Officer: Kim Sowell
Telephone: (316)978-3784
E-mail Address: kim.sowell@wichita.edu

Item: Micro Measurement Strain Gages, and Associated Accessories

Contractor: Vishay Measurements Group
PO Box 27777
Raleigh NC 27611-7777
Telephone: 919-374-5525
Fax: 919-365-3945
Banner: X10003337
Contact Person: Jenny Royal
E-Mail: Jenny.Royal@Vishaypg.com
http://www.vishaypg.com/

Department: Wichita State University, NIAR
1845 Fairmount, Campus Box 93
Wichita, KS 67260

Period of Contract: October 14, 2017 through October 14, 2018
Final Renewal

The purpose of this Contract is for WSU to purchase Micro-Measurement Strain Gages, and associated accessories. The contractor will work in partnership with the university to furnish quality equipment, and services at the lowest price available through their catalog at discounted prices. They shall do so in a timely and efficient manner that is in accordance with terms of this agreement.

Political Subdivisions: Vendor is agreeable to extending pricing to Political Subdivisions (City, County, School Districts and etc.) to utilize contract administered Wichita State University; conditions included in this contract shall be the same for political subdivisions. Wichita State University has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision.
**State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

**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; contractor's response including any addenda, appendices, and exhibits.

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

b. Written modifications and addenda to the executed contract;
c. This contract document;
d. The above referenced Contract for Proposal (RFP) including any addenda;
e. Contractors response including any addenda, appendices, and exhibits.

**Contract Documents:** This Contract and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a into the written contract which shall 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:

- Form DA-146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- this Contract including any and all addenda; and
- Contractor's written proposal submitted in response to this Contract as finalized.

**Contract:** The contractor shall be required to enter into a written contract with the State. The contractor agrees to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the State and is attached to this Contract.

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

**Notices:** All 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:

**Wichita State University**
**Office of Purchasing**
**1845 Fairmount St, Campus Box 12**
**Wichita, KS 67260-0012**

Or to any other persons or addresses as may be designated by notice from one party to the other.
**Indefinite Quantity Contract:** An open-ended contract between a contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor shall deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

**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 contractor 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 contractor’s response. Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

**New Materials, Supplies, or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a contractor shall be new, unused in any regard and of most current design. All materials, supplies, and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies, or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**Scope of Goods and Services to be provided—Visiay Measurements Group Micro- Measurements Instruments (MM)**

1. **Micro-Measurements** will offer solutions for NIAR to consider with overall objective to effectively reduce lead time and missed promises.

2. The core element of the solutions offered by MM is a stocking program tailored to NIAR needs:
   a. MM will manufacture and maintain stock based upon a 3-month supply of products at Estimated Annual Usage (EAU) rates provided by NIAR. MM will provide NIAR with a list of strain gages on the MM High Runner List to assist in establishing stocking items and levels.
   b. MM will replace contracted stock on First In - First Out (FIFO) basis as NIAR places orders and takes inventory.
   c. MM will offer NIAR the ability to change 3-month stock levels up or down by 50% upon 3-month advance notice to MM.
   d. MM will offer NIAR the opportunity to perform a physical inventory count of stock on hand at MM.
   e. Once per year, at the end of Q3, MM will perform a physical inventory count of the Low Activity Level Items referenced below. Low Activity Items that are more than 6 months in age will be considered excess stock, and will be shipped and invoiced to NIAR within the next calendar month.
Prices: NIAR Estimated Annual Usage (EAU)

<table>
<thead>
<tr>
<th>Strain Gages</th>
<th>Inventory Level per 3 Months</th>
<th>Activity Level</th>
<th>Fixed Discounted Price per Piece</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEA-00-250UW-350 STRAIN GAGES</td>
<td>500 strain gages</td>
<td>High</td>
<td>$6.51</td>
</tr>
<tr>
<td>CEA-00-250UT-350 STRAIN GAGES</td>
<td>500 strain gages</td>
<td>High</td>
<td>$17.64</td>
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<tr>
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<td>High</td>
<td>$5.95</td>
</tr>
<tr>
<td>CEA-00-G1411-350 STRAIN GAGES</td>
<td>500 strain gages</td>
<td>Low</td>
<td>$5.56</td>
</tr>
<tr>
<td>EA-00-125TK-350/E STRAIN GAGES</td>
<td>200 strain gages</td>
<td>Low</td>
<td>$12.95</td>
</tr>
<tr>
<td>WK-00-250BG-350 STRAIN GAGES</td>
<td>100 strain gages</td>
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<tr>
<td>WK-00-125TH-350 STRAIN GAGES</td>
<td>100 strain gages</td>
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<tr>
<td>TK-09-CPS21-005/DP</td>
<td>100 strain gages</td>
<td>Low</td>
<td>$24.90</td>
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</table>

<table>
<thead>
<tr>
<th>Adhesives</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>M-Bond 200 Adhesive Multi-Pack (2 grams)</td>
<td>10</td>
<td>High</td>
<td>N/A</td>
</tr>
<tr>
<td>AE-10 Bulk</td>
<td>2</td>
<td>High</td>
<td>N/A</td>
</tr>
<tr>
<td>M-Bond 610 Adhesive Kit</td>
<td>2</td>
<td>High</td>
<td>N/A</td>
</tr>
</tbody>
</table>

3. MM will provide best lead time currently available on non-stocking items at time of order placement. In the event that lead time is excessive, NIAR will advise minimum quantity at specified ship date to facilitate NIAR operations. MM will advise NIAR of improvement to lead time / quantity without additional charge, and also better improvement with expedite fee if necessary.

4. MM will offer a 30% discount to established list prices for standard stress analysis gages per MM strain gage databook. Fixed prices apply for items listed in Table Point 2 within the 3-year period of the contract.
5. MM will offer a discount on hardware (instruments) annual purchases according to the following schedule:
   a. <$50,000 no discount
   b. >$50,000 and <$100,000 5% discount
   c. >$100,000 and <$200,000 10% discount
   d. >$200,000 15% discount

6. Hardware (instruments) discounts can be applied alternatively:
   a. As a discount to sales price at time of order placement (in case of significant monetary orders), or
   b. As a credit in the first month of the year following the year just ended where the credit is calculated on the basis of all hardware purchased in year just ended (all hardware regardless of variety of models purchased) less any discounts previously applied (example from item 6a above).

7. MM will provide trial hardware (instruments) to NIAR for purpose of evaluation and feedback to MM.

8. MM will faithfully consider buy back of used hardware (instruments) which NIAR wishes to sell based upon MM customer demand and rental pool demand at time of inquiry from NIAR.

9. Hardware (instruments) will have a 3-year warranty and MM will provide loaner equipment to NIAR without charge during time interval for warranty returns.

10. Initial contract period will be three years commencing October 15, 2012 and extending through October 14, 2015. Contract extensions of 3-year duration will renew automatically unless either party informs its intention to end the contract within 90 days of contract expiration. Negotiations to change elements of the contract must occur within a 90-day (3-month) window prior to the expiration of a particular contract period. Example window: July 15, 2015 through October 14, 2015. In the event of non-renewal by NIAR, Low Activity inventory (see Table Point 2) on hand at MM will be shipped and invoiced to NIAR in the month following the contract expiration. Note: quantity will not exceed the contracted 3-month supply.

11. MM will update progress on open orders via email to NIAR on two week intervals. This email will also include the current MM High Runner Strain Gage List with an indication of whether 100 pieces are available as of the moment in time the email is sent.

12. MM will use UPS as designated shipper as pre-pay and add.

13. In the event that MM does not ship within one week of the promise date MM agrees to cover next day air partial shipments until the order is satisfied.