NOTICE TO VENDORS

Invitations are extended for bids/proposals on the attached document.

ITEM: Diplomas & Diploma Covers

USING ENTITY: Kansas State University, Emporia State University, Fort Hays State University, Pittsburg State University, Wichita State University

PERIOD OF CONTRACT: December 1, 2020 through January 1, 2026

GUARANTEE: None Required

SCOPE OF INVITATION: Kansas State University is seeking proposals for 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.

READ THIS INVITATION CAREFULLY

Inquiries about this Invitation should indicate the proposal number and be directed to the Purchasing contact. Return in a sealed envelope or other container only the signature page, cost page, and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.
GENERAL INFORMATION

Kansas State Agricultural College was founded in 1863 as the country’s first operational land-grant university. Renamed Kansas State University in 1959, more than 21,000 students from all 50 states and over 100 countries attend. Students can choose from more than 250 majors and options in nine colleges: Agriculture; Architecture, Planning & Design; Arts & Sciences; Business Administration; Education; Engineering; Health & Human Sciences; Polytechnic; and Veterinary Medicine. The Graduate School offers more than 100 academic programs. Kansas State University has campuses in Manhattan, Salina and Olathe; Global Campus, which serves distance education students; and K-State Research and Extension has a presence throughout Kansas. From the 8,600-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the university is home to more than 90 research centers. Kansas State University is recognized by the Princeton Review as one of America's best colleges and U.S. News & World Report lists the University among the top 75 public universities in the U.S. In 2010, the University launched an aggressive plan to become a Top 50 Public Research University by 2025.

PURPOSE AND OBJECTIVES/SCOPE

Kansas State University is seeking proposals for 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. Annually, these five universities enroll more than 65,000 students and confer approximately 15,000 certificates, associate degrees, bachelor's degrees, master's degrees, and doctoral degrees.

BACKGROUND

In 1863, the Kansas Legislature created Kansas State Normal School, now known as Emporia State University, in Emporia, Kan. The school established a branch in Hays, Kan. in an abandoned military outpost in 1902. It became independent in 1914 and is now known as Fort Hays State University. In 1903, the Normal School established the Auxiliary Manual Training Normal School branch in Pittsburg, Kan. It became independent in 1913 and is now known as Pittsburg State University. In 1895, Fairmont College began teaching college courses in Wichita, Kan. The municipal school became Wichita State University in 1964.

BID PROCESS INSTRUCTIONS AND PARAMETERS

1. Proposal Reference Number: The RFP number, listed on the first page, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Purchasing contact reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this Request except with designated participants in attendance ONLY DURING:

   Negotiations,
   Contract Signing,
   As otherwise specified in this Request.

   Violations of this provision by vendor or University personnel may result in the rejection of the proposal.

2. Negotiated Procurement: This is a negotiated procurement. Final evaluation and award will be made by the University, through the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

   Kansas State University – Assistant Director Purchasing & Registrar
   Emporia State University – Controller & Registrar
   Fort Hays State University – Director of Purchasing & Registrar
   Pittsburg State University – Director of Purchasing & Registrar
   Wichita State University – Director of Purchasing & Registrar
3. **Questions/Amendments:** Questions requesting clarification of the Request for Proposal must be submitted in writing to the Purchasing contact indicated on page 1, prior to the close of business on 01/29/2020.

4. Each question or clarification should reference the appropriate RFP section. Answers to questions will be available in the form of an amendment on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/).

Failure to notify the Purchasing contact of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the University. Any modification to this Request shall be made in writing by amendment and posted on K-State Purchasing’s website (https://dfs.ksu.edu/rfq/). Only written communications are binding.

It shall be the responsibility of all participating vendors to acquire any and all amendments and additional information as it is made available from the website cited above. Vendors are required to check the website periodically for any additional information or instructions.

5. **Appearance Before Committee:** Any, all, or no vendors may be required to appear before the PNC to explain the vendor’s understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the University may award without conducting negotiations, based on the initial proposal. The University reserves the right to request information from vendors as needed. If information is requested, the University is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor’s revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

6. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

7. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

9. **Modification of Proposals:** A vendor may modify a proposal by written letter, email, or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Purchasing contact at the Purchasing Office prior to the closing date.
11. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language, or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

12. **Evaluation of Proposals:** The University will review all proposals received. The criteria that will be used to evaluate proposals may include but is not limited to the following. Additionally, though no weighted value is assigned, consideration may also be given to, by way of example:

   a. Adequacy and completeness of proposal
   b. Vendor's demonstrated understanding of the project
   c. Compliance with the terms and conditions of the Request
   d. Information provided in the proposal in response to the RFP RESPONSE CONTENT REQUIREMENTS
   e. Response format as required by this Request
   f. Cost

The University reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The sole purpose of the evaluation process is to determine which proposal best meets the University’s needs.

Depending on the responses, the University may implement a multi-stage process in which the University will first elevate a certain number of proposers to compete in the next level.

The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the University.

13. **Acceptance or Rejection:** The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

14. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

   Kansas State University
   Purchasing Office
   2323 Anderson Ave., Suite 500
   Manhattan, KS 66502

Bid results may be obtained by attending the public bid opening or by requesting a bid tabulation from K-State Purchasing Office. Results may be obtained after contract finalization by sending the contract proposal number for each tab requested to kspurch@k-state.edu

Copies of individual proposals may be requested under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released, subject to any applicable exceptions to disclosure as set forth in the KORA. More information regarding the Kansas Open Records Act is available at [http://www.k-state.edu/policies/ppm/3000/3060.html](http://www.k-state.edu/policies/ppm/3000/3060.html)

Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.
15. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the University. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be returned unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled “Proprietary” on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Kansas State University does not guarantee protection of any information which is not submitted as required.

16. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: “Exceptions”

17. **Notice of Award:** An award is made on execution of the written contract by all parties.

18. **News Releases:** Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

19. **Submission of Proposals:** Vendor’s proposal shall consist of one (1) original and five (5) copies and one (1) electronic version of the Proposal, including signature sheet, cost proposal form, applicable literature and other supporting documents, submitted in a sealed container. E-mailed or faxed proposals are not acceptable.

20. **Deadline to Submit Proposal:** Vendor's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

   Kansas State University
   Purchasing Office
   Proposal # (Indicated on Page 1)
   Closing Date: (Indicated on Page 1)
   2323 Anderson Ave., Suite 500
   Manhattan, KS 66502

All bids shall be on the Kansas State University Signature Sheet and Cost Proposal forms, and submitted with all other responses required in the RFP RESPONSE CONTENT REQUIREMENTS section below. Under all circumstances it shall be the vendor’s responsibility to insure its bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The University shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.
RFP RESPONSE CONTENT REQUIREMENTS

The vendor shall include the following in its response to this RFP in the same order as listed:

1. Provide a brief history of your company and expertise. Additionally, include a narrative of your business entity and each subcontractor if any. The narrative shall include the following:
   a. date established;
   b. ownership (public, partnership, subsidiary, etc.);
   c. number of personnel, full and part-time, assigned to the proposed project by function and job title;
   d. resources assigned to this project and the extent they are dedicated to other matters; and
   e. organizational chart.

2. An acknowledgment and assurance to agree to the required contract terms listed and described under ADDITIONAL CONTRACT REQUIREMENTS.

3. An acknowledgment and assurance of the following:
   a. the vendor is a corporation or other legal entity;
   b. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
   c. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
   d. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
   e. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
   f. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the University the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for exclusion of the proposal at the option of the University; and
   g. the vendor has not been retained, nor has it retained a person to solicit or secure a University contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

4. Complete the cost proposal form that is part of this RFP. Any cost must remain consistent throughout the term of the contract.
   a. 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

5. No additional charges will be allowed for University’s use of its business procurement credit card. Please indicate if you will accept the University’s procurement credit card for payment on the cost proposal form.

6. Provide a minimum of three (3) higher education client references who can discuss their experiences working with your company. Company name, contact, phone number and email address information shall be included for each
7. Give the complete mailing address of the consultant and have the proposal signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract’s contact will be a different individual, indicate that individual’s contact information for communication purposes.


9. 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) Director 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

**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. Vendor must supply a toll free (800) telephone number or accept collect calls regarding outstanding diploma orders.

5. Detailed specifications for workmanship are located on the following page, TABLE A.

6. The quantities, shown on TABLE B are quantities purchased in the past 5 years. Any contract entered into will be of the “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.

7. The Universities will furnish samples for clarifications of the specifications upon request. Please contact Julie Wilburn at 785-532-6214, or email kspurch@k-state.edu to request samples.

8. A representative sample of either a diploma or diploma case/cover showing the quality of materials and workmanship offered and the ability to meet specifications may be requested following the bid closing.

9. 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.

10. 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>
<thead>
<tr>
<th>TABLE A</th>
<th>DIPLOMA SPECIFICATIONS</th>
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<tbody>
<tr>
<td></td>
<td>Emporia State University</td>
</tr>
<tr>
<td><strong>Size</strong></td>
<td>8.5” x 11”</td>
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<tr>
<td><strong>Stock</strong></td>
<td>Craine’s Crest, 100% cotton cover, 90#, Natural White, Smooth Finish</td>
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<td><strong>Seal</strong></td>
<td>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.</td>
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<tr>
<td><strong>Print</strong></td>
<td>Not applicable</td>
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<tr>
<td>Other</td>
<td>Contact for ESU: Sheila Markowitz, University Registrar, 620-341-5152</td>
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<td>Packing should be in boxes identified &quot;FHSU Diplomas-Office of the Registrar&quot; Ship to: Fort Hays State University, Registrar's Office, 600 Park Street, Hays, KS 67601-4099.</td>
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<tr>
<td></td>
<td>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.</td>
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<thead>
<tr>
<th>DIPLOMA CASE / COVER SPECIFICATIONS</th>
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<tbody>
<tr>
<td>Emporia State University</td>
</tr>
<tr>
<td>Size</td>
</tr>
<tr>
<td>Case Material</td>
</tr>
<tr>
<td>Case Board</td>
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<td>------------</td>
</tr>
<tr>
<td>Case Construction</td>
</tr>
<tr>
<td>Wadding</td>
</tr>
<tr>
<td>Embossing</td>
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<tr>
<td>Corners</td>
</tr>
<tr>
<td>Embossed</td>
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<tr>
<td><strong>Lining</strong></td>
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<tr>
<td>---</td>
</tr>
<tr>
<td>1. <strong>Traditional Cover (landscape left side hinge)</strong> - 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)&quot; 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. <strong>Veterinary Medicine Cover (landscape top hinge)</strong>-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)&quot; wide, mounted on each of the four corners of the pad that will hold the diploma. 3. <strong>Award Cover (portrait with left side hinge)</strong> - 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)&quot; 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.</td>
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| **Lining Board** | .025 +/- .001 325 lbream 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. |
| **Hinge** | Cover is hinged long side at the top. | The case is horizontal, long top hinge up and tucked with a smooth black finish. The hinge of the case will be on the shortest (left) side and is to consist of the same material as the outside cover. |
| --- | Traditional Cover is 11"x8.5" 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. |
| **Envelope** | No envelope |

1. The lining consists of two \(8\frac{1}{2}\)" 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 white 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 moire color. 2-Bar Moire Taffeta 180x60 - 100% Acetate 75 Denier Filling 150 Denier Bright Acetate light gold in color.
Other

Must furnish clear protector (acetate) for each Case.

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.

2. Traditional Cover and Veterinary Medicine Cover-
   Must furnish clear Acetate sheets for each case.

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 Dyksktra 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.

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.

<table>
<thead>
<tr>
<th>TABLE B – QUANTITIES</th>
<th>Emporia State University</th>
<th>Fort Hays State University</th>
<th>Kansas State University</th>
<th>Wichita State University</th>
<th>Pittsburg State University</th>
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<tbody>
<tr>
<td><strong>Quantity of Diplomas Purchased in Past 5 years</strong></td>
<td>13,500 diplomas</td>
<td>10,000 diplomas</td>
<td>TRADITIONAL 26,414 diplomas</td>
<td>20,000 diplomas</td>
<td>10,863 diplomas</td>
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<td></td>
<td></td>
<td></td>
<td>VET MED 528 diplomas</td>
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<tr>
<td><strong>Quantity of Cases/Covers Purchased in Past 5 years</strong></td>
<td>8,000 cases/covers</td>
<td>13,000 cases/covers</td>
<td>TRADITIONAL 27,500 cases/covers</td>
<td>15,000 cases/covers</td>
<td>9255 cases/covers</td>
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<td></td>
<td></td>
<td></td>
<td>VET MED 350 cases/covers</td>
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<td></td>
<td></td>
<td></td>
<td>AWARD COVERS 500 covers</td>
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TIMELINE FOR AWARD

The University expects to make an award by 05/01/2020. This timeline is an indication only and may change at the University’s discretion.

- **RFP issued**: 01/21/2020
- **Questions due**: 01/29/2020 by 5:00 PM CT
- **Addendum issued (if needed)**: 02/08/2020
- **Closing date**: 02/26/2020
- **PNC Review & Negotiations**: March 2020
- **Intent to Award**: 05/01/2020

ADDITIONAL CONTRACT REQUIREMENTS

The successful vendor will be required to enter into a written contract with the University. In addition to the above identified Scope of Services, the following described terms also are required to be included in the final contract for the project:

1. **Standards Provisions Attachment**: Incorporate by reference into the final contract the University’s standard contractual provisions (without changes), known as “KSU-146a” and available via the following link: [https://www.k-state.edu/policies/ppm/3000/3070.html](https://www.k-state.edu/policies/ppm/3000/3070.html), as set forth in that document. The other contract documents shall not include any language superseding the KSU-146a.

2. **Price**: Prices shall remain firm for the contract period. Prices quoted are to be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract.

3. **Payment**: Payment Terms are Net 30 days. Payments shall not be made for costs or items not listed in the vendor’s response.

4. **No Damages for University Delay**: Should the University be prevented or enjoined from proceeding with the project before or after contract execution by reason of any litigation or other reason beyond the control of the University, vendor shall not be entitled to make or assert any claim for damage by reason of said delay.

5. **Retention of Records**:
   a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years.
   b. The Contractor agrees that authorized federal and state representatives, including but not limited to, University personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine vendor’s records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to the University.

6. **Hold Harmless**: The Contractor shall indemnify the University against any and all loss or damage to the extent arising out of the Contractor’s negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

7. **Data and Other University Property**: Contractor must agree to return any or all data furnished by the University promptly at the request of the University in whatever form it is maintained by Contractor. On the termination of expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the University, will destroy or render it unreadable.

8. **Subcontractors**: 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.
9. **Termination for Cause:** The University may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
   a. the Contractor fails to make delivery of goods or services as specified in this contract; or
   b. the Contractor provides substandard quality and/or workmanship;
   c. 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 University 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), the University 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.

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

11. **Rights and Remedies:** If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any gathered information, and substantially completed analyses, reports, and other completed materials. The University shall be obligated only for those services and materials rendered and accepted prior to the date of termination. In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the University subject to any offset by the University for its damages. The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

*****Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid.*****
Closing Date: February 26, 2020

Item: Diplomas & Diploma Covers

Department: Kansas State University, Emporia State University, Fort Hays State University, Pittsburg State University, Wichita State University

**SIGNATURE SHEET**

We submit a proposal to furnish goods and services during the contract period in accordance with the specifications.

LEGAL NAME OF PERSON, FIRM OR CORPORATION ________________________________

WEBSITE ________________________________________________________________

TELEPHONE NUMBER ______________________ FAX NUMBER ______________________

E-MAIL _________________________________________________________________

ADDRESS ______________________________________________________________

CITY & STATE ___________________________________________________________
ZIP CODE __________

SIGNATURE _____________________________________________________________

TYPED NAME OF SIGNATURE _______________________________________________

TITLE ________________________________________________________________

DATE ______________________________

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

ADDRESS ______________________________________________________________

CITY & STATE _________________________________________________________
ZIP CODE ________

TELEPHONE NUMBER ______________________ FAX NUMBER ______________________

E-MAIL ________________________________________________________________
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-time die charges $______________
- Back dating charges $______________
- Rush Service Fee $______________
- ____________________________ $______________

Lead Time

Diplomas _______________ days
Covers _______________ 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: ____________ Will P-Card be accepted for payment? Yes / No

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