



# FORT HAYS STATE UNIVERSITY

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## CONTRACT AWARD

Date of Award: August 16, 2010

Contract Number: 11004

Replaces Contract: 09961

Fort Hays State University Purchasing Office  
601 Park Street, Sheridan Hall 318, Hays, KS 67601

Telephone: 785-628-4251

E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

Web Address: <http://www.fhsu.edu/purchasing>

**Item: Printing Services, University Leader**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: Date of award through August 15, 2015 with the option for three (3) additional one (1) year renewal(s) by written agreement of the parties.

Contractor: Hays Daily News  
507 Main  
Hays, KS 67601  
Toll Free Telephone: 800-657-6017  
Local Telephone: 785-628-1081  
Fax: 785-628-8186  
FEIN: 48-0351640  
Contact Person: Patrick Lowry  
E-Mail: [plowry@dailynews.net](mailto:plowry@dailynews.net)

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

**The above referenced contract award was recently posted to the Fort Hays State University Internet website.**

**The document can be downloaded by going to the following website:**

<http://www.fhsu.edu/purchasing/>

## CONDITIONS

**Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; vendor'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:

- a. State of Kansas Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. Request for Quotation including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

**Term:** The term of this contract is from the date of award through August 15, 2015 with three (3) optional one-year renewal periods by written agreement of the parties.

**Price Adjustments:** On the yearly anniversary date of this contract, costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. Fort Hays State University reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

**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 30<sup>th</sup> calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30<sup>th</sup> calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

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

### **Fort Hays State University Contact Information:**

2010 Editor-in-Chief: Klint Spiller  
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gfields@lightningjack.net  
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Student Affairs: Shana Meyer  
Assistant Vice President for Student Affairs  
slmeyer@fhsu.edu  
Office: 785-628-5824

# Specifications

This Contract is established to provide printing services for the student newspaper, The University Leader.

<b>Quantity:</b>	16 weekly issues Fall semester and 15 weekly issues Spring semester 3,000 copies each issue (timeline for the upcoming Fall semester is August 23, 2010 to December 17, 2010, and the Spring semester dates are January 12, 2011, to May 13, 2011)
<b>Pages:</b>	Costs shall be provided for 8 to 20 pages. (Number will fluctuate from week to week.)
<b>Size:</b>	11" x 22.5"
<b>Paper:</b>	30# newsprint
<b>Ink:</b>	Prices will need to include black and white along with spot and 4-color process.
<b>Files:</b>	Provided by the <i>University Leader</i> . Submitted electronically in PDF.
<b>Timeline:</b>	Files will be submitted by 5 AM and the completed papers shall be delivered to campus by 9 AM the same day. The current press day is Thursday.
<b>Delivery:</b>	Complete delivery shall be made by 9 AM
<b>Quality:</b>	Top quality is required. Inconsistency in color, set-off, hickies, or other quality anomalies will result in rejection of the job. Rejection of all or part of the job will be grounds for non-payment. Sub-contracted quality is the sole responsibility of the bidder.
<b>Packaging:</b>	Plastic bundling. Loose delivery is not acceptable.
<b>Freight:</b>	All freight and other transportation charges must be firm and included as part of the final bid. <u>Ship to:</u> Fort Hays State University Warehouse, 600 Park Street, Hays, KS 67601-4099. <u>Invoice to:</u> Fort Hays State University, Office of Student Affairs, 600 Park Street, Hays, KS 67601-4099.
<b>Tech Support:</b>	Publisher shall notify the <i>University Leader</i> representative upon any problems with submitted files before the newspaper goes to print.

# Cost Sheet

**A press run is 3,000 copies for each issue. Total of 16 weekly issues for the Fall semester and 15 weekly issues for the Spring semester.**

Printing cost per issue is reflected below, indicate the costs for issues anywhere between 8 and 20 pages. The paper will fluctuate week to week, and the University will pay for only the requested and printed number of pages.

Number of pages	Cost
8	\$346.50
10	\$411.76
12	\$487.02
14	\$559.97
16	\$624.17
18	\$701.91
20	\$768.20

**Charges per hour for editing and/or alterations: N/A**

**The following costs are per 2-page spread; please indicate the charge per process:**

Process	Cost
Spot Color	\$35.00
Full Color	\$105.00
Film Charge	\$0.00

**Other charges (please list if not indicated below):**

Other Process	Cost
Bundling	\$5.00
Insertion (pre-printed)	\$60.00

**For illustration purposes, provide a lump sum total for an average 10-page newspaper with full color on 4 pages (no inserts). \$626.76**

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein 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 any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State 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 State under the contract. State 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 State, title to any such equipment shall revert to contractor at the end of State'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.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor 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, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's 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.
9. **Responsibility For Taxes:** The State of Kansas 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.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** 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.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."