



# FORT HAYS STATE UNIVERSITY

*Forward thinking. World ready.*

## CONTRACT AWARD

Date: August 18, 2022

Contract Number: 22015 - Jostens

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

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

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

Item: **FHSU Graduation Services – Announcements and Rings**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: Date of Award through July 31, 2025 with the option of renewing for two (2) additional one-year periods with approval by both parties.

Contractors: Jostens, Inc.  
7760 France Ave S., Ste. 400  
Minneapolis, MN 55435  
Contact: Jason Gordon  
Phone: 785-201-7610  
Email: [jason.gordon@jostens.com](mailto:jason.gordon@jostens.com)

Prices: See Attached

Payment Terms: Net 30

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

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**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

1. **Term of Contract:** Date of Award through July 31, 2025 with the option of renewing for two (2) additional one-year periods with approval by both parties.
2. **Conditions of Contract:** The following terms and conditions of award are incorporated by reference and include: DA-45/146a; specifications and conditions of the proposal including any addenda; vendors response including any addenda, appendices and exhibits.
3. **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. Contract Provisions Attachment DA-45/146a;
  - b. Written modifications and addenda to the executed contract;
  - c. Written contract signed by the parties and attachments;
  - d. The above referenced Request for Proposal (RFP) including any and all addenda;
  - e. Any supporting manuals/documents that have been incorporated in this Request; and
  - f. Contractor's written proposal submitted in response to this RFP as finalized, including any addenda, appendices and exhibits.
4. **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:

**Fort Hays State University**  
**Purchasing Office**  
**601 Park Street Sheridan Hall Rm 318**  
**Hays, KS 67601**  
**RE: Contract number see page 1**

**Jostens, Inc.**  
**Attn: General Counsel**  
**7760 France Avenue South, Suite 400**  
**Minnesota, MN 55435**  
**or to [legal@jostens.com](mailto:legal@jostens.com)**

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

5. **Termination for Cause:** The FHSU Purchasing Director 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.

The FHSU Purchasing Director 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 FHSU may authorize in writing), the FHSU Purchasing Director 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.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

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

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

8. **Rights and Remedies:** If this contract is terminated, FHSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to FHSU in the manner and to the extent directed, any completed materials. FHSU 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 FHSU subject to any offset by FHSU for actual damages including loss of state or federal matching funds.

The rights and remedies of FHSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The respective parties shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the party. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by FHSU shall not constitute a waiver.

11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **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 specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. FHSU 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.

14. **Proof of Insurance:** Upon request, the vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:
- (a) Worker's Compensation with statutory limits;
  - (b) Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
  - (c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate; and
  - (d) Professional Liability in the minimum amount of \$1,000,000 per claim.

15. **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 FHSU 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 FHSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with FHSU.

16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by FHSU 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. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by FHSU promptly at the request of FHSU in whatever form it is maintained by Contractor. On the termination or 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 FHSU, will destroy or render it unreadable.
17. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
18. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
19. **Hold Harmless:** The Contractor shall indemnify FHSU 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, unless such infringement of any copyright or patent arises out of marks or logos provided to Contractor for which FHSU claimed to have rights.  
  
FHSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the FHSU's right to recover against third parties for any loss, destruction or damage to State property.
20. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse FHSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
21. **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 FHSU employee at any time.
22. **Retention of Records:** Unless FHSU specifies in writing a different period of time, the Contractor agrees to preserve and 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 FHSU; 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. Delivery of and access to the records shall be at no cost to FHSU.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to FHSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and FHSU relating to the particular products or services purchased or acquired by FHSU pursuant to this contract.
24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. 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.
25. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University.  
  
This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.
26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
27. **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.
28. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
29. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Hays, Ellis County, Kansas, unless otherwise specified and agreed upon by FHSU.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County, unless otherwise specified and agreed upon by FHSU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
32. **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.
33. **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 state 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.

34. **Injunctions:** Should FHSU be prevented or enjoined from proceeding with the acquisition 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 claim for damage by reason of said delay.
35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
36. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Fort Hays State University said issue is due to imperfection in material, design, workmanship or contractor fault.

37. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
38. **Federal, State and Local Taxes:** Unless otherwise specified, the contract 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 contract. **FHSU 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.

39. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

40. **Immigration and Reform Control Act of 1986 (IRCA):** All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With this contract, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at FHSU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to FHSU any documentation or other such evidence to verify Contractor's IRCA compliance with any

provision, duty, certification or like under the contract.

41. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
42. **Graphic Identity Standards and Use of University Marks:** Compliance with FHSU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
43. **Indefinite Quantity Contract:** This Request is for an open-ended contract between a Contractor and FHSU 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 will 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.
44. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the FHSU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

45. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals after final options are selected. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.
46. **Method of Payment:** The vendor is required to provide an invoice with a description of the services provided to Fort Hays State University. Payment will be made with one (1) copy of the Contractor's invoice and one copy (1) of the statement to Fort Hays State University Business Office for approval and payment. All correspondence and invoices must show the contract number.
47. **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 Fort Hays State University to pay the full amount due for goods or services on or before the 30<sup>th</sup> calendar day after the date Fort Hays State University 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 Fort Hays State University. 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.

48. **Shipping and F.O.B. Point:** Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to FHSU's receiving dock or other designated point as specified in this contract without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
49. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the Fort Hays State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the FHSU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, the contractor shall provide information to FHSU.

50. [Deleted]

51. **Warranty:** Contractors shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. FHSU requires a “standard” warranty of a specific amount of days, or one (1) year, whichever is greater. This warranty shall be included in the cost of the equipment.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

Contractor warrants that the Products provided hereunder shall be of good quality and workmanship. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All rings or other jewelry sold by Contractor to consumers shall be covered by the most current version of Contractor’s Lifetime Limited Warranty, which is available on Contractor’s website at [www.jostens.com](http://www.jostens.com).

52. **Acceptance:** No contract provision or use of items by FHSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

53. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by FHSU. The Contractor may not release any materials without the written approval of FHSU.

54. **Intellectual Property Rights:** FHSU acknowledges and agrees that all tooling, molds, dies, artwork, and designs Contractor provides or produces to manufacture the Products are, for copyright purposes, expressly and solely owned by Contractor. Contractor acknowledges and agrees that it has no intellectual property rights in the University Marks provided FHSU apart from its right to use those Marks to manufacture the Products pursuant to this Agreement.

55. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by FHSU.

56. **Graphic Identity Standards and Use of University Marks:** Compliance with FHSU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.

57. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor 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.

58. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

59. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to FHSU to allow for a functional transition to another vendor.



## SPECIFICATIONS

The following specifications were provided in RFP 22015. Refer to Jostens Technical and Cost Proposal Response for additional contract details for generic and customized graduation announcements and customized college class rings.

**Jostens will provide the following services for graduation:**

Option 2 - Announcements both generic and customized

Option 3 - Quality college class rings.

## OVERVIEW

It is the intent of Fort Hays State University to establish a firm fixed price contract for graduation services.

In using this method for solicitation, we are requesting your best effort in seeking the best value for our requirement. To be eligible for consideration, submit bids in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected bidder(s) to meet all specifications and guidelines set forth herein.

Jostens is providing the following services:

1. Announcements both generic and customized.
2. Quality college class rings.

## GENERAL REQUIREMENTS

1. See [FHSU Identity Standards Manual](#) for FHSU colors and marks.
2. Royalties or license fees will be paid to the appropriate agency for the use of these marks. The University maintains an agreement with Affinity Licensing Company, <https://www.fhsu.edu/university-marketing/licensing/>.

## ADDITIONAL REQUIREMENTS AND PROVISIONS

1. The selected bidder will furnish all labor, equipment, materials, and supplies as may be required to develop and maintain a web page with information on ordering of customized graduation announcements and class rings.
2. The selected bidder will provide delivery timelines on all orders, including provisions for special urgent orders.
3. The selected bidder will designate two persons, one primary and one backup, who will discuss technical matters with the campus store. The designation shall include names, addresses, email addresses, phone and fax numbers, and available times.

## ANNOUNCEMENTS

Custom printed announcement sets shall consist of one announcement, one inside envelope, one outside envelope, and on insert card.

Announcement styles must be submitted for quality and design. The selected bidder will also have the nonexclusive right to use the University's name, logo, and marks on soft goods, stationery, and other items manufactured for sale in the stores within University branding

guidelines. Royalties or license fees will be paid to the appropriate agency for the use of these marks. The University maintains an agreement with Affinity Licensing Company.

The selected bidder will set up a website linked to the Victor E. Apparel & Gift Co website from which graduation candidates can order custom announcements. The announcements will be shipped directly to the customer upon completion. All custom orders may be boxed, with the selected bidders specifying in their proposal the ordering increments required.

Generic graduation announcement sets shall consist of one announcement, one inside envelope, one outside envelope, and one insert card.

Announcement styles must be submitted for quality and design. The selected bidder will also have the nonexclusive right to use the University's name, logo, and marks on soft goods, stationery, and other items manufactured for sale in the stores within University branding guidelines. Royalties or license fees will be paid to the appropriate agency for the use of these marks. The University maintains an agreement with Affinity Licensing Company.

The selected bidder will provide wholesale pricing to Victor E. Apparel & Gift Co., and will accept return for full credit of any unsold merchandise at the end of each graduation cycle.

## **COLLEGE CLASS RINGS**

Fort Hays State University is looking to create a designate class ring with a set design.

A male and female ring option with matching designs that can be available for students, graduates, and alumni to order. This is a new concept we are looking to implement so there is no previous order details nor estimated future sale quantities.

## **QUANTITIES**

The University shall have two graduation dates each year, one in December and one in May. The quantities shown are purchases during the past three (3) years.

ITEM	QTY/2019	QTY/2020	QTY/2021
Generic Graduation Announcements	N/A	N/A	15
Customized Graduation Announcements	N/A	N/A	N/A
Customized College Class Ring	N/A	N/A	N/A

## **REFERENCES**

Three (3) institutionally owned campus store references serving a campus of 10,000 students with a graduate degree program including contact name, institution, phone number and email address.

## **CONTRACT PERIOD**

The original contract is for a three (3) year period with the option of renewing for two (2) additional one-year periods with approval by both parties.

The first order of the contract will be between August 1 and October 1, 2022.

## **INVOICES**

Submit all invoices to Victor E. Apparel & Gift Co. via email to [cgvictoria@fhsu.edu](mailto:cgvictoria@fhsu.edu) or mail to:

Victor E. Apparel & Gift Co.  
Memorial Union Room 122  
700 College Drive  
Hays, KS 67601

## **PAYMENT TERMS**

Payment terms shall be net 30.

## Pricing

**Jostens was awarded the contract for graduation announcements and college class rings at the following unit prices.**

Line Item	Item	Unit Price
T.	<b>Generic Graduation Announcements</b>	<b>\$1.11*</b>
U.	<b>Customized Graduation Announcements</b>	<b>\$66.25**</b>
V.	<b>Customized College Class Ring</b>	<b>\$389.00***</b>

\*Jostens provided our Top Tier price. Pricing may be lower depending on final design options.

\*\*Jostens has provided online SRP as this product will be purchased by the student (One pack of 25). FHSU/Bookstore will receive a commission of \$22.00 per online order. Pricing/commission may be lower depending on final design options.

\*\*\*Jostens has provided the starting online SRP as this product will be purchased by the student. FHSU/Bookstore will receive a minimum commission of \$25 per ring sold. Pricing and commission will vary depending on the final design and metal quality ordered.

**Send quarterly commission payments to:**

Fort Hays State University Memorial Union  
 Attention: Edie McCracken  
 600 Park Street  
 Hays, KS 67601