CONTRACT AWARD

Date of Award:  March 24, 2014
Contract Number:  39103
Procurement Officer:  Kim Sowell
Telephone:   (316)978-3784
E-mail Address:  kim.sowell@wichita.edu

Item:    Automatic Door Operator System

Department:   Wichita State University, Physical Plant
1845 Fairmount, Campus Box 23
Wichita, KS 67260-0038
Attn: Randy Pulec
Phone: 316-978-7905
Email:    randy.pulec@wichita.edu

Period of Contract:  March 24, 2014 through March 31, 2018
With options to renew for one (1) additional two (2) year periods.

Contractor:   DH Pace Company Inc
1901 E 119th Street
Olathe, KS  66061

Contact:      Mark Elpers
Mobile: 816-215-2774
Phone:  800-383-9328
Fax: 816-410-0545
Sales Rep:  Ben Neil (785) 925-3625
Email:  ben.neil@DHPace.com

Procurement Cards:  Agencies may use a P-Card for purchases from this contract.

PRICES:  See attachment containing pricing.
1.1. **Indefinite Quantity Contract**
This is an open-ended contract between the 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 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.

1.2. **Price Adjustments**
Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price 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. The State of Kansas 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 rebid.

1.3. **Contract Price**
Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.4. **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 this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.5. **Shipping and F.O.B. Point**
Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.6. **Deliveries**
All orders shall be shipped within 28 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.7. **New Materials, Supplies or Equipment**
Unless otherwise specified, all materials, supplies or equipment offered by the 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.

1.8. **Warranty**
The State requires a "standard" warranty of 365 days. This warranty shall be included in the cost of the product or equipment.
The Contractor will be the sole point of contact on any problems with the product, equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under this contract. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Procurement and Contracts said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

2. Specifications

1. Scope:
Contractor shall provide Besam door operator system, which requires minimal or no maintenance of operation. Operators shall require minimal effort by users to open doors and provide safe, complete door closing action.

2. Services to be Provided:
Contractor will provide installation and repair services of doors, operators and related items as requested by owner. The Contractor shall provide prompt response (during normal business hours) to issues with a malfunctioning door operator. Contractor will provide same day response if call is made prior to 12 PM. Hourly rate begins when technician arrives onsite; no labor will be charged during travel time.

3. Cost Sheet

1. Automatic Door Operator
   a. Besam SW200i single door operator with standard SAS outswing  a. $1,321.00 ea
      arm and 3 position rocker On/Off/Hold switch
      Specify header length (door opening + 3.5")
      Specify header finish, clear aluminum (CLR) or dark bronze (DK BZ) anodized
   b. Besam SW200i single door operator with inswing arm,  b. $1,352.00 ea
      arm spacer and 3 position rocker On/Off/Hold switch
      Specify header length (door opening + 3.5")
      Specify header finish clear aluminum (CLA) or dark bronze (DK BZ) anodized finish
   c. Besam Powerswing single door operator with standard SAS outswing  c. $1,321.00 ea
      arm and 3 position rocker On/Off/Hold switch
      Specify header length (door opening + 3.5")
      Specify header finish, clear aluminum (CLR) or dark bronze (DK BZ) anodized
   d. Besam Powerswing single door operator with standard SAS inswing  d. $1,352.00 ea
      arm and 3 position rocker On/Off/Hold switch
      Specify header length (door opening + 3.5")
      Specify header finish, clear aluminum (CLR) or dark bronze (DK BZ) anodized

2. Activation System Packages Hardwired
   a. Basic package for one single door operator  a. $85.00 ea
      2 Besam #59H or BEA #10PB5451 wall switches
   b. Basic package for two single doors operating in sequence (vestibule package)  b. $250.00 ea
      2 Besam 59H or BEA 10PB5451 wall switches
      1 Besam 619HV or BEA 10PBDGP1 dual – vestibule wall switch
      1 Besam TDM or BEA BR3 time delay module – standard not a separate charge

3. Activation System Packages Radio Controlled
   a. Basic package for one single door operator  a. $200.00 ea
      2 Besam 59H wall switches
      2 Camden CMTX9 radio transmitters with surface box
      1 Camden CMRX91 radio receiver
      [or BEA #PUSHPLATE2 Assembly]
b. Basic package for two single door operators operating in sequence (vestibule package)  
2 Besam 59H wall switches  
2 Camden CMTX9 radio transmitters with surface box  
1 Besam 619HV dual vestibule wall switch  
1 Camden CMRX91 dual vestibule radio transmitter with surface box  
2 Sedco CP/RX radio receivers  
[or 2-BEA #PUSHPLATE2 Assembly]  

b. $400.00 ea

4. **Manual Door Closer**  
1 LCN 4041 regular arm with PA shoe CLA or DK BZ finish  
[or BEA #4040XP RG w/PA]  

a. $250.00 ea

5. **Electric Strike**  
Von Duprin 6000 series  
Use with mortise locks without deadbolt, cylindrical locks on single door on Rim exit devices  
12 or 24 V. transformer  
12 or ACSO-24 VAC or DC with rectifier kit  
Sedco TDM for Electric Strike interface  

a. $375.00 ea

6. **Labor to install:**  
   a. Automatic door operator outswing $294.00  
   b. Automatic door operator inswing $294.00  
   c. Mechanical door closer $147.00  
   d. Electric strike $294.00  
   e. Hourly Rate for other work $63.00

7. **Discount % from manufacturer’s list price for items not listed above:** 10%