CONTRACT AWARD

Date: October 1, 2014

Contract Number: W0001166

Procurement Officer: Steven W. White
Telephone: (316)978-3782
E-mail Address: steven.white@wichita.edu

Item: Equipment and Labor to Install Safety Equipment on Police Vehicles

Department: Wichita State University, Police Department
1845 Fairmount, Campus Box 3
Wichita, KS 67260-0003
Attn: Sara Morris / Corey Herl
Phone: 316-978-3450
Email: sara.morris@wichita.edu ; corey.herl@wichita.edu

Period of Contract: October 1, 2014 through September 30, 2015, with automatic yearly renewals through June 30, 2019

Contractor: Ka-Comm, Inc.
326 South Clark
Salina, KS 67401
FEIN: 48-1207652

Contact: Steve Britt, Sales
Phone: 800-554-1396 / 785-827-8555 ext.115
Fax: 785-827-1921
Email: sbritt@ka-comminc.com

PURPOSE OF CONTRACT:

This contract is for professional services to assist with the purchase and installation of communications and safety related equipment for the WSU Police Department vehicles as needed throughout the contract period.
CONTRACT

This contract is by and between Wichita State University, 1845 Fairmount Street, Wichita, KS 67260 (WSU) and Ka-Comm, Inc. (Contractor) whose address is 326 South Clark, Salina, KS 67401.

The parties agree as follows:

1. Subject to the terms and conditions of this contract, WSU hereby accepts the offer of Contractor as expressed by Contractor’s bid submitted to the WSU Office of Purchasing on September 17, 2014, in response to Request for Proposal No. B0001166.

2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish equipment and labor to install safety equipment onto 2015 Ford Utility Interceptors and other vehicles as those needs arise for WSU for the period beginning October 1, 2015 through September 30, 2015 (with automatic annual one (1)-year renewals through June 30, 2019 on order of WSU at the price or prices contained in the bid. Additional work outside of the scope identified in the Cost Proposal may be negotiated between parties during the contract term. WSU agrees to pay on delivery of the item(s) the amount(s) billed by the Contractor in accordance with the bid as shown on delivery invoice(s) of the Contractor to WSU. Payment will be made in accordance with the Kansas Prompt Payment Act, K.S.A. 75-6401 to 75-6407, as amended.

3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of WSU.

4. It is understood and agreed that the provisions set out in the WSU, Office of Purchasing Conditions to Bidding, General Provisions, Special Conditions and Specifications for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor’s bid, invoice, or any other documents of the Contractor.

5. The provisions found in Contractual Provisions Attachment (DA-146a, rev 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

6. In the event of any disputes regarding the terms and conditions of this contract or payments alleged to be due and owing, Contractor’s sole remedy shall be with WSU.

IN WITNESS WHEREOF, the parties hereto have executed This Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

Contractor: Ka-Comm, Inc.

By: [Signature]
Title: President

Wichita State University

By: [Signature]
Title: Vice President for Administration & Finance