



Office of Procurement and Contracts  
900 SW Jackson St., Room 451 South  
Topeka, KS 66612

Phone: 785-296-2376  
Fax: 785-296-7240  
<https://admin.ks.gov/offices/procurement-contracts>

DeAngela Burns-Wallace, Secretary

Laura Kelly, Governor

## CONTRACT AWARD

**Date of Award:** December 02, 2022  
**Contract ID:** 0000000000000000000053098  
**Event ID:** EVT0008818  
**Replace Contract:** 42575

**Procurement Officer:** Phillip L Curtis  
**Telephone:** 785-296-2985  
**E-Mail Address:** [phillip.l.curtis@ks.gov](mailto:phillip.l.curtis@ks.gov)  
**Web Address:** <https://admin.ks.gov/offices/procurement-contracts>

**Item:** Microscopes  
**Agency/Business Unit:** Kansas Department of Administration  
**Period of Contract:** January 01, 2023, through December 31, 2027  
(With the option to renew for one (1) additional twelve-month period)

**Contractor:** Carl Zeiss Microscopy LLC  
One North Broadway  
White Plains, NY 19601

**Vendor ID:** 0000340724  
**FEIN:** 13-1495820  
**Contact Person:** Heidi Kottke-Cuomo  
**E-Mail:** [Heidi.Kotke@zeiss.com](mailto:Heidi.Kotke@zeiss.com)  
**Toll Free Telephone:** 800-233-2343  
**Local Telephone:** 914-681-7673  
**Cell Phone Number:** NA  
**Fax:** 914-681

**Amendment 1:** Price changes effective October 1, 2023

The above referenced contract award was recently posted to Procurement and Contracts w

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be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

## 1. Terms and Conditions

### 1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

Form DA 146a.

written modifications to the executed contract.

written contract signed by the parties.

the Bid Event documents, including any and all amendments; and

Contractor's written offer submitted in response to the Bid Event as finalized.

### 1.2. 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.

### 1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

### 1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

### 1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts  
900 SW Jackson, Suite 451-South  
Topeka, Kansas 66612-1286  
RE: Contract Number 53098

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

### 1.6. 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.

### 1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

### 1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution 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 Agreement shall be deemed a waiver of the Eleventh Amendment

**1.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

**1.10. Termination for Cause**

The Director of Purchases 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.

the Contractor provides substandard quality or workmanship.

the Contractor fails to perform any of the provisions of this contract, or

the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases 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 State may authorize in writing), the Director of Purchases 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.

**1.11. Termination for Convenience**

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases 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.

**1.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.



**1.23. 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, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**1.24. Worker Misclassification**

The Contractor and all lower tiered subcontractors under the Contractor 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.

**1.25. 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.

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 the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

**1.26. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

**1.27. 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 State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

**1.28. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

**1.29. Confidentiality**

The Contractor may have access to private or confidential data maintained by State o pimized .



**1.37. Prices**

Percentage off list shall remain firm for the entire contract period and subsequent renewals. 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.

**1.38. 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.

**1.39. 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.

**1.40. Invoices**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number.
- itemization of all applicable charges; and
- net amount due.

**1.41. 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, a state agency, municipality, or the federal government, the Contractor shall be liable to the State of Kansas for the amount of the debt.

K.S.A. 75-6403(b)

75-6403(b)

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

#### **1.43. Quarterly Reports**

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 9







## **2. Specifications**

### **2.1. Background and Scope**

### 3. Cost Sheet

Contractor Name: Carl Zeiss Microscopy, LLC

Manufacturer Name: Carl Zeiss

3.1. Category	Description	%Discount
1	Complete Microscope System	3%
2	Imaging Devices/Software	3%
3	Accessory Equipment (Zeiss Equip. Only)	3%
4	Consumables/Repair Parts (Unless covered under Service Contract Where discount is at 10-20%)	NA

#### 3.2. Other

Response time for Emergency Repairs	24-72 hours
Delivery Time	30-100 days
Payment Terms	Net 30
Warranty (Full Parts & Labor)	1 year
Service/Repair after warranty - (P)r Rs . or r	3-7%



basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

#### **4.7. Acceptance of Contract**

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

#### **4.8. Arbitration, Damages, Warranties**

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

#### **4.9. 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.

#### **4.10. Responsibility for Taxes**

