RENEWAL

DATE: December 16, 2019

REFERENCE NUMBER: W0000877

PROCUREMENT OFFICER: Lisa D. Nettleton
lisa.nettleton@wichita.edu
Wichita State University
Office of Purchasing
1845 Fairmount, Box 12
Wichita, KS 67260-0012
Phone: 316-978-3783
Fax: 316-978-3528

DESCRIPTION: ON-CALL LAYOUT, DESIGN AND ILLUSTRATION SERVICES

PERIOD COVERED: DECEMBER 16, 2019 through DECEMBER 31, 2021
With the option to renew to the extent Kansas statute allows.

NOTICE TO WSU DEPARTMENTS AND ON CALL VENDORS:

Because the “On-Call” vendor list will be used by multiple WSU departments, vendors are strongly advised to require that an official WSU Purchase Order be issued to the vendor before the vendor begins work on any project. The Purchase Order clearly documents that the responsible department has funds available for payment to the vendor, delivery instructions, etc., applicable to a specific project. Wichita State University shall not be responsible for projects that are not authorized by an official WSU Purchase Order signed by the Procurement Officer listed above.
## ON-CALL LAYOUT, DESIGN AND ILLUSTRATION SERVICES
### PRE-APPROVED VENDOR LIST

<table>
<thead>
<tr>
<th>Vendor Code</th>
<th>Vendor Name</th>
<th>Address</th>
<th>Contact</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>X10557291</td>
<td>Armstrong Creative Services, d/b/a Armstrong Chamberlin</td>
<td>7456 S Seneca, Haysville, KS 67060</td>
<td>Susan Armstrong</td>
<td>316-522-3000 P, 316-250-2505 C, 316-522-2827 F</td>
</tr>
<tr>
<td>X10442481</td>
<td>Sarah Diaz-Rivera</td>
<td>10305 Dover St, Westminster, CO 80021</td>
<td></td>
<td>316-706-7547 C</td>
</tr>
<tr>
<td>X10451205</td>
<td>Ashley Stanley</td>
<td>259 Greenvalley, Andover, KS 67002</td>
<td>Ashley Stanley</td>
<td>316-708-1614 C</td>
</tr>
</tbody>
</table>

End-users who wish to review vendor portfolios should contact the vendor directly. Contact the procurement officer listed above for rates associated with this agreement.
TERMS OF USE

The following terms and conditions of award are incorporated by reference and include State of Kansas DA146a; specifications and conditions of the IFB including the “General Conditions and Instructions of Bidding” any addenda; vendor’s response including any addenda, appendices and exhibits. This agreement shall be governed, per the “Contractual Provisions Attachment” (DA-146-a), and by the laws of the State of Kansas.

Indefinite Quantity Agreement: This Request is for an open-ended agreement between multiple vendors and WSU to furnish a good or service of an undetermined quantity during a given period of time. The Contractor(s) will deliver only the services as may be ordered. No guarantee of volume is made.

Pricing: Will remain firm for the term of the contract as quoted in the bid response.

Quotes: Prior to the award of an on-call job, a written quote may be requested from one or more of the “On-Call Vendors” listed herein. WSU reserves the right to choose any pre-approved vendor the end-user deems qualified to meet the individual project specifications and requirements as set forth by the end-user. WSU also reserves the right to obtain quotes for projects from any or all pre-approved vendors.

FOB: Prices shall be quoted F.O.B. DESTINATION, PREPAID AND ALLOWED for projects delivered to the designated point at Wichita State University a without additional charge.

Awards: To assure proper authorization, funding and payment for a project, awards shall only be made in the form of a signed WSU Purchase Order and must be supported by a valid vendor quote. Wichita State University shall not be held responsible for projects that are not authorized in this manner.

Approvals: Specifications shall be provided by the department end-user. Any changes or product substitutions shall be approved in writing by the department contact.

Lead Time: Due dates shall include a lead time of 10 working days following approval of the final proof, or by agreement of both parties.

Shipping: Orders shipped to the University must be clearly labeled with the street address, department name, building, room number and purchase order number.

Invoice and Payment: Upon completion of the project and to initiate payment, submit two copies of the invoice to the address below. Invoices must clearly reference the purchase order used to authorize the project. Terms are NET 30.

Wichita State University
Accounts Payable
1845 Fairmount
Wichita, KS 67260-0038

Tax Exemption: Wichita State University is a tax-exempt institution of higher education in the State of Kansas.

Order of Preference: Any conflict to the provisions of this agreement and the documents incorporated by reference shall be determined by the following priority order:

a. The State of Kansas Contractual Provisions Attachment DA146a;
b. Written modifications and addenda to the agreement;
c. This agreement document;
d. The above referenced Invitation for Bid (IFB) including any addenda;
e. Contractors response including any addenda, appendices and exhibits.
The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who 

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it 

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other 

Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, 

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, 

Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals 

Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its 

Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly 

Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or 

Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other 

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.

The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be 

Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the 

State of Kansas, Department of Administration
DA-146a (Rev. 06-12)