RENEWAL

DATE: November 11, 2017

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: NOVEMBER 11, 2017 through DECEMBER 31, 2018
  With the option to renew annually within Kansas statutory limits

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

X10557291
Armstrong Creative Services, d/b/a Armstrong Chamberlin
7456 S Seneca
Haysville, KS 67060
Contact: Susan Armstrong
susan@armstrongchamberlin.com
316-522-3000 P
316-250-2505 C
316-522-2827 F

X10001486
Craig Lindeman d/b/a Lindeman Collective
553 Brookhaven
Wichita, KS 67230
craig.lindeman@gmail.com
316-371-3909 C

X10290802
Sullivan LithoGraphics, Inc.; d/b/a Sullivan Gang Creative
115 S Handley
Wichita, KS 67213
Contact: Greg Sullivan
greg@sullivangang.com
316-262-6242 P
316-516-6242 C
316-262-2970 F

X10442481
Gardner Design
3204 E Douglas
Wichita, KS 67208
Contact: Bill Gardner
bill@gardnerdesign.com
316-691-8808 P
316-691-8818 F

Sarah Diaz-Rivera
10305 Dover St
Westminster, CO 80021
sjdiazrivera@gmail.com
316-706-7547 C

Ashley Stanley
259 Greenvale
Andover, KS 67002
Contact: Ashley Stanley
ashley.stanley614@gmail.com
316-708-1614 C

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.
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.
This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the __ day of ____________________, 20____.

1. Terms Herein Controlling Provisions: It is expressly understood that the terms of each and every provision in this contract shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. 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, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. 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, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

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

7. 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.

8. 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.

9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. 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 subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. 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.

12. The Eleventh Amendment: “The Eleventh Amendment 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 contract shall be deemed a waiver of the Eleventh Amendment.”

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.