DATE: December 16, 2019

REFERENCE NUMBER: W0001118

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: VIEWBOOK PROJECT AND ON-CALL PRINTING

PERIOD COVERED: JANUARY 1, 2020 through DECEMBER 31, 2021
With the option to renew to the extend Kansas statute allows.

SCOPE:
- This agreement does not allow for any digital copying.
- Print sub-contracting is prohibited.
- The scope of work for the bid solicitation called for true sheet-fed offset 4 color press capabilities, however, the following exceptions are allowed:
  - Web-press work when specified
  - One or two (less than 4) colors when specified

STATIONERY ORDERING:
Due to the number of departments, schools, centers and campuses, it is imperative to maintain consistency in all pieces of WSU stationery. Using properly branded WSU stationery materials allows each of the university components to speak with a unified voice that complements the overall strength of Wichita State University as a brand.

Stationery materials (letterhead, envelopes and business cards) are printed with two colors, and must be ordered through the official university stationery printer online at http://webs.wichita.edu/?u=PRINTFORMS&p=/index/. Additional instructions for order placement and payment are provided at the link.

All stationery materials (letterhead, envelopes and business cards) must be printed on paper specifically approved for this purpose. Stationery materials may never be created by other than the official university stationery printer or recreated digitally, such as in a Microsoft Word® template. For more information about WSU Visual Standards see http://webs.wichita.edu/?u=visualstandards&p=/index

NOTICE TO END-USERS AND ON-CALL VENDORS:
Because the “On-Call” vendor list will be used by multiple end-users, vendors are advised to require a WSU Purchase Order from the end-user before production begins. The Purchase Order establishes clear documentation of the point of sale, method of payment, delivery instructions, etc., applicable to the individual on-call projects. Wichita State University shall not be held responsible for projects that are not authorized by an official WSU Purchase Order.
ON-CALL PRINTING
PRE-APPROVED VENDOR LIST

X10312530; Use BU 11
Docuplex Graphics
630 N Pennsylvania Ave
Wichita, KS 67214
Contact: Jim Hudson
jhusden@docuplex.com
316-262-2662 P

X10002747
Mennonite Press, Inc.
532 N Oliver
Newton, KS 67114
dwighty@mennonitepress.com
800-536-4686 P
316-283-4680 P

X10900498; Use BU12
Donlevy Lithograph, Inc. (effective 2/5/18 DL is owned by The Brush Group LLC)
PO Box 1298
Wichita, KS 67201
Contact: Gary Douglass
garyd@donlevylitho.com
316-262-7277 P
316-258-9288 C

X10002501
Rand Graphics, Inc.
500 S. Florence
Wichita, KS 67209
Contact: Rex Hoskins
rhoskins@randgraphics.com
316-942-1218 P
316-708-0376 C

X10928541
McCormick-Armstrong Co., Inc. (effective 10/2019 MCA is owned by EP Graphics, Inc.)
PO Box 771138
Wichita, KS 67277
Contact: Elizabeth Sanchez
elizabeth_sanchez@epgraphics.com
316-264-1363 P

X10290802
Sullivan LithoGraphics (d/b/a Sullivan Gang Graphics & Prints; and d/b/a Sullivan Gang Creative)
115 S Handley
Wichita, KS 67213
Contact: Janet Sullivan
janet@sullivangang.com
316-262-6242 P
316-262-2970 F

X10002580
Valley Offset Printing, Inc.
PO Box 298
Valley Center, KS 67147
Contact: Robert McDaniel
rmcdaniel@valleyoffset.com
316-755-0061 P
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 an undetermined quantity of a good or service in a given period of time. The quantities and products ordered will be those actually required during the agreement period. The Contractor(s) 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.

Quantity Required: The quantities and varieties of products desired over the agreement period may vary. The vendor will deliver only the quantities ordered by Wichita State University. Under no circumstances will an under-run be acceptable; WSU reserves the right to accept or reject over-runs.

Quality: Showcase printing quality is required for all publications. Contractors will be expected to maintain the highest quality controls as recognized by the industry. Inconsistency in color, set-off problems, hickey, damaged stock or other serious deviations from acceptable quality will result in rejection of all or part of the finished publication. WSU will not pay for any job of unacceptable quality.

Performance: The contractor agrees to ship materials within the quoted time frame unless the otherwise arranged at the time of order placement. The contractor agrees to provide fresh material(s) and to make replacement at no charge to the buyer should products not meet industry standards.

Quotes: Prior to the award of a project, a written quote must be obtained from one or more of the “On-Call Vendors” listed herein. WSU reserves the right to choose any pre-approved vendor qualified to meet the project specifications and requirements. 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.

Proofs: Quotes shall include the costs for one (1) complete set of proofs, including the cost for mailing if applicable. Fugi or similar quality proof is required for prints containing artwork. An Epson or similar proof is required for prints containing black ink only without artwork.

Approvals: Any changes in specifications or product substitutions shall be approved in writing by the project designer, prior to manufacture.

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.

Press Check: Is required unless waived in writing by project designer.

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.
# Print Specification Form

To request a quote for print to specification projects, departments should provide this form with information marked in red completed, and submit the completed form to one or more of the pre-approved vendor(s) listed above.

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<thead>
<tr>
<th></th>
<th>Today’s Date:</th>
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<tbody>
<tr>
<td></td>
<td>Dept Contact Name/Phone:</td>
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<tr>
<td></td>
<td>Dept Name:</td>
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<td>Bldg &amp; Room #:</td>
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<tr>
<th></th>
<th>Project Description</th>
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<td></td>
<td>(name/job number)</td>
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<tr>
<th></th>
<th>Delivery Date</th>
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<tr>
<th></th>
<th>Delivery Instructions</th>
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<th>Trimmed Flat Size</th>
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<th>Folded Size</th>
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<th>Number of Pages</th>
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<th>Quantity(s):</th>
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<th>Photos</th>
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<th>Bindery Information</th>
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<th>Format</th>
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<th>Comments</th>
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<th>Special Instructions</th>
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<tr>
<th></th>
<th>Our file will not require typesetting or formatting however, subject to pre-approval of WSU contact person, please indicate your fee in the space provided:</th>
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<tbody>
<tr>
<td></td>
<td>Formatting/reformatting file</td>
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<tr>
<td></td>
<td>Additional proofs</td>
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</tbody>
</table>

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<thead>
<tr>
<th></th>
<th>Page Proof Required</th>
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<tr>
<th></th>
<th>Press Check Required</th>
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<th></th>
<th>OUTPUT</th>
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</table>

Printer is responsible for ensuring that all fonts, scans, graphics, and any and all other elements needed for output are present before film output.

<table>
<thead>
<tr>
<th></th>
<th>PROOFS</th>
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</table>

Estimate must include costs for one complete set of high quality digital proofs. Web press work is not acceptable-sheet-fed offset only.

<table>
<thead>
<tr>
<th></th>
<th>BILLING</th>
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Send invoice to:

WSU your department
1845 Fairmount
Wichita, KS 67260-00XX
Please include job # and delivery date on invoice

<table>
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<tr>
<th></th>
<th>SHIPPING</th>
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Estimate must include all shipping costs as well as all overnight charges for mailing proofs.

CONTRACTUAL PROVISIONS ATTACHMENT
Important: 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 agreed that the terms of each and every provision in this attachment 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 the 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 not to 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 shall 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.

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