



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

Addendum

Date: July 2, 2020
RFP Number: 21004
Addendum: 1
Closing Date: Monday, July 13, 2020, 5:00 p.m.
Address: Fort Hays State University Purchasing Office
600 Park Street, Hays, KS 67601
Telephone: 785-628-4251
Fax: 785-628-4046
E-Mail Address: purchasing@fhsu.edu
Web Address: <https://fhsu.edu/purchasing/bids/>
Item: Paint Design on City Water Tower

Conditions:

Answer to questions submitted: I just want to double check that we are filling out the price sheet correctly. The way I am interpreting this is:

- Item 1: One color option: This would be the price for the “yellow” pantone color that would be used on the logo at the bowl of the tank.
Answer: No. Black would be the one-color option.
- Item 2: Two color option: This would be the price for the “black” pantone color that would be used on the logo at the bowl of the tank.
Answer: Black and then gold on the bowl.
- Item 3: Three color option: This would be for the “gray” pantone color that would be used on the entire fluted column of the tank.
Answer: No. This would be for a three-color logo scheme on the bowl as well.

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM: _____

SIGNED BY: _____

TITLE: _____ DATE: _____



FORT HAYS STATE UNIVERSITY

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REQUEST FOR QUOTE #: 21004

Date Emailed: June 24, 2020

Questions to purchasing@fhsu.edu by:

Wednesday, July 1, 2020, by 5:00 p.m.

Closing Date: Monday, July 13, 2020 at 5:00 p.m.

RETURNED SIGNED QUOTE TO:

Fort Hays State University (FHSU)

Purchasing Office

601 Park Street Sheridan Hall Room 318

Hays, KS 67601

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/addenda, <http://www.fhsu.edu/purchasing/bids>.

Purchasing Office Contact Information:

Telephone: 785-628-4251

Fax: 785-628-4046

Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

1. The FHSU Purchasing Office is the only point of contact for this RFQ. When communicating, always refer to the quotation number.
2. To be considered, one copy of this quotation, with your bid properly filled in, must be signed and returned to the FHSU Purchasing Office by the specified closing date. Late bids cannot be considered.
3. **Submit bid response through FHSU's bid solicitation site, Vendor Registry:** <https://fhsu.edu/purchasing/bids/index.html>.
4. Bid must be in U.S. Dollars (\$US) excluding Federal Excise/State Sales Taxes.
5. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
6. Bid for comparable merchandise will be considered, unless the specifications indicate "no substitution".
7. Bidder must specify exceptions to any requirement or specification in the bid.
8. Bid must include complete specifications and/or descriptive literature to facilitate consideration.
9. Please browse our web-site for similar pending requests.
10. **THIS IS NOT AN ORDER.**

Item No.	Qty.	Unit	Description of Item(s)	Total Amount
<p>Fort Hays State University invites proposals for a vendor to paint two logoed designs on the city water tower located adjacent to the Sternberg Museum of Natural History in Hays, Kansas.</p> <p>Any proposal shall provide, at minimum, the following information:</p> <ul style="list-style-type: none"> • Pricing for three, two and one-color options for each design • Overview of the process involved in delivering this design solution • Listing of materials to be used • Estimate of how long the final design should retain optimal coloring and readability • Any additional costs for travel, consultation, change requests, etc. • Summary of any expected routine maintenance costs over the life span of the design. • Evidence of at least two successful recent water tower design solutions delivered by the vendor • Provide three (3) references 				
1	1	Lot	One (1)-Color Option Design	\$ _____
2	1	Lot	Two (2)-Color Option Design	\$ _____
3	1	Lot	Three (3)-Color Option Design	\$ _____
TOTAL DELIVERED PRICE (FOB Destination Prepaid & Allowed)				\$ _____

TO BE CONSIDERED, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

DATE _____
 TERMS _____
 DELIVERY WILL BE MADE _____ DAYS A.R.O.
 F.O.B. DEST. Fort Hays State University, Hays, KS 67601
 F.E.I.N. OR S.S.N. _____
 NAME _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____

SIGNED BY _____
 PRINT OR TYPE NAME _____
 TITLE _____
 TELEPHONE # _____
 FAX # _____
 E-MAIL ADDRESS _____
 CHECK IF APPLICABLE
 Small Business _____ Woman-Owned _____ Minority-Owned _____

State Credit Card: Presently, FHSU uses a State of Kansas Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. State of Kansas Law does not allow retailers to charge a credit fee for using their cards. (Refusal will not be a determining factor in award of this contract.) Will the credit card be allowed for purchases? Yes _____ No _____

Specifications

Fort Hays State University invites proposals for a vendor to paint two logoed designs on the city water tower located adjacent to the Sternberg Museum of Natural History in Hays, Kansas.

Scope of Services

The vendor partner selected by FHSU shall be expected to provide the following services:

1. Collaborate and advise the Office of Strategic Communications on the development of the two designs for the water tower. The first design will be a welcome to Hays, Kansas message and the second will promote the Sternberg Museum of Natural History. These designs may be three-colored, two-colored or one-colored. The final decision will be based on price, durability and readability. The Office of Strategic Communications at Fort Hays State University will develop the designs for the water tower with input from the City of Hays and consultation with the selected vendor partner on this project.
2. Assist in the proper sizing of the two designs to ensure that eastbound travelers approaching the tower from the west along Interstate 70 will see the Sternberg message and travelers approaching from the east along Interstate 70 will see the welcome to Hays message.
3. Offer pricing, durability and readability options for three, two and one-color design solutions to remain in optimal conditions for 10 years.
4. Project will be completed from July 2020 through September 2020, weather permitting.

Fort Hays State University is a regional comprehensive university with 15,523 students and 385 faculty. The University has three divisions: Academic Affairs, Student Affairs, and Administration and Finance. Students can pursue majors in 30 academic departments in five colleges – the College of Arts, Humanities, and Social Sciences; the W.R. and Yvonne Robbins College of Business and Entrepreneurship; the College of Education; the College of Health and Behavioral Sciences; the Werth College of Science, Technology, and Mathematics – and the Graduate School.

We seek a partner with a solid record for quality in delivering outdoor design solutions, specifically as they pertain to design solutions for water towers. We also seek a partner with a proven record of collaboration in the development of design solutions in this medium.

The university plans to affix two logoed designs on opposite sides of the water tower-one facing east along I-70 and one facing west along I-70. The design on the east-facing facade will read, "Welcome to Hays, Kansas, Home of Fort Hays State University". It will also include our tiger logo. The west facing facade will have a message encouraging travelers to visit the Sternberg Natural History Museum. The university will produce the designs for both placements, and the university seeks consultation with our vendor partner on the appropriate use of colors and font sizes that ensure maximum readability and visual impact.

Vendors must provide a product that is compatible with the coating system:

	<u>Dry Film Thickness</u>
First Coat: Tnemec Series 700 HydroFlon	2.0-3.0 mils DFT
Second Coat: Tnemec Series 700 HydroFlon	2.0-3.0 mils DFT
a. VOC content: 2.93 lbs/gal	
b. Volume solids: 60%	
c. Finish: Gloss	

Vendor must be compliant with FHSU's Color Palette below (attached):

- Pantone 7408 CP
- Pantone 419 C
- 2333 C

Convene a pre-application meeting with awarded vendor before start of application of painting systems. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative. Review the following:

1. Environmental requirements.
2. Protection of surfaces not scheduled to be coated.
3. Surface preparation.
4. Application methods.
5. Repair.
6. Field quality control.

7. Cleaning.
8. Protection of coating systems.
9. One-year inspection.
10. Coordination with other work.

PART 1 - GENERAL

1.1 DELIVERY, STORAGE, AND HANDLING

- B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying:
1. Paint or material name.
 2. Manufacturer.
 3. Color name and number.
 4. Batch or lot number.
 5. Date of manufacture.
 6. Mixing instructions.
- C. Storage:
1. Store materials in a clean dry area and within temperature range in accordance with manufacturer's instructions.
 2. Keep containers sealed until ready for use.
 3. Do not use materials beyond manufacturer's shelf life limits.
- D. Handling: Protect materials during handling and application to prevent damage or contamination.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.2 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather:
1. Air and Surface Temperatures: Prepare surfaces and apply and cure coatings within air and surface temperature range in accordance with manufacturer's instructions.
 2. Surface Temperature: Minimum of 5 degrees F (3 degrees C) above dew point.
 3. Relative Humidity: Prepare surfaces and apply and cure coatings within relative humidity range in accordance with manufacturer's instructions.
 4. Precipitation: Do not prepare surfaces or apply coatings in rain, snow, fog, or mist.
- C. Dust and Contaminants:
1. Schedule coating work to avoid excessive dust and airborne contaminants.
 2. Protect work areas from excessive dust and airborne contaminants during coating application and curing.

PART 2 - SURFACE PREPARATION:

2.1 EXAMINATION

- A. Do not begin installation until surface is clean and prepared before applying paint.

2.2 PROTECTION OF SURFACES NOT SCHEDULED TO BE COATED

- A. Protect surrounding areas and surfaces not scheduled to be coated from damage during surface preparation and application of coatings.
- B. Immediately remove coatings that fall on surrounding areas and surfaces not scheduled to be coated.
 - 1. After completing coating application, reinstall equipment that was removed using workers skilled in the particular trade(s) involved.

2.3 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturer's instructions.
 - 1. Exterior Overcoat: High pressure water blast all areas with a minimum 3500 – 5000 lbs. psi at the tip at a rate of 3 – 5 gallons/minute, utilizing an orbital tip and TSP detergent additive to remove chalk, loose paint and other contaminants, followed by a clean water rinse.

2.4 APPLICATION

- A. Apply paint in accordance with manufacturer's instructions.
 - 1. Mix and thin coatings, including multi-component materials, in accordance with manufacturer's instructions.
 - 2. Keep containers closed when not in use to avoid contamination.
 - 3. Do not use mixed coatings beyond pot life limits.
 - 4. Use application equipment, tools, pressure settings, and techniques in accordance with manufacturer's instructions.
- B. Uniformly apply coatings at spreading rate required to achieve specified DFT.
- C. Apply coatings to be free of film characteristics or defects that would adversely affect performance or appearance of coating systems.

2.5 REPAIR

- A. Materials and Surfaces Not Scheduled to Be Coated: Repair or replace damaged materials and surfaces not scheduled to be coated.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where result is not visibly different from adjacent surfaces. Recoat entire surface where touch-up result is visibly different, either in sheen, texture, or color.
- C. Coating Defects: Repair in accordance with manufacturer's instructions coatings that exhibit film characteristics or defects that would adversely affect performance or appearance of coating systems.

2.6 FIELD QUALITY CONTROL

A. Inspector's Services:

1. Verify coatings and other materials are as specified.
2. Verify surface preparation and application are as specified.
3. Verify DFT of each coat and total DFT of each coating system specified using wet film and dry film gauges.
4. Coating Defects: Check coatings for film characteristics or defects that would adversely affect performance or appearance of coating systems.
5. Report:
 - a. Submit written reports describing inspections made and actions taken to correct nonconforming work.
 - b. Report nonconforming work not corrected.
 - c. Submit copies of report to Engineer and Contractor.

- B. Manufacturer's Technical Services: Coordinate with coating manufacturer's technical service department or independent sales representative for current technical data and instructions.

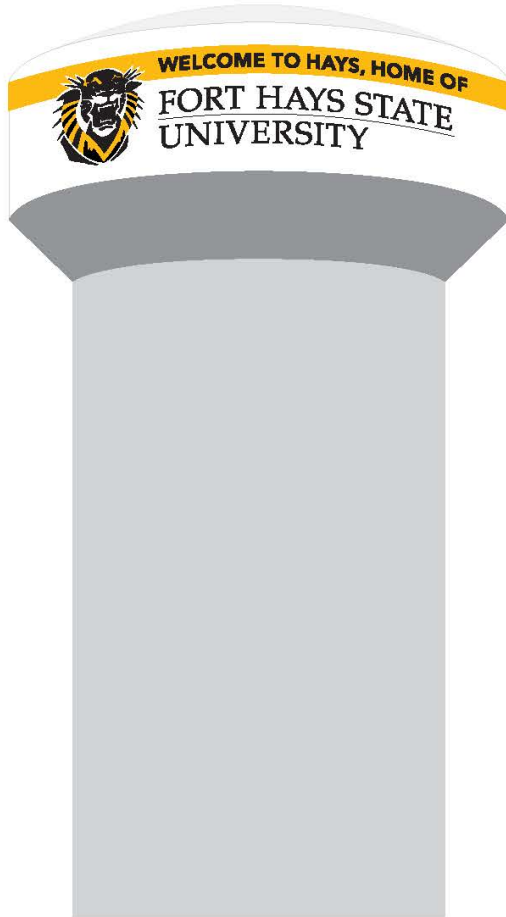
2.7 CLEANING AND PROTECTION

- A. Remove temporary coverings and protection of surrounding areas and surfaces.
- B. Protect surfaces of coating systems from damage during construction.
- C. Touch-up, or repair damaged products before Substantial Completion.

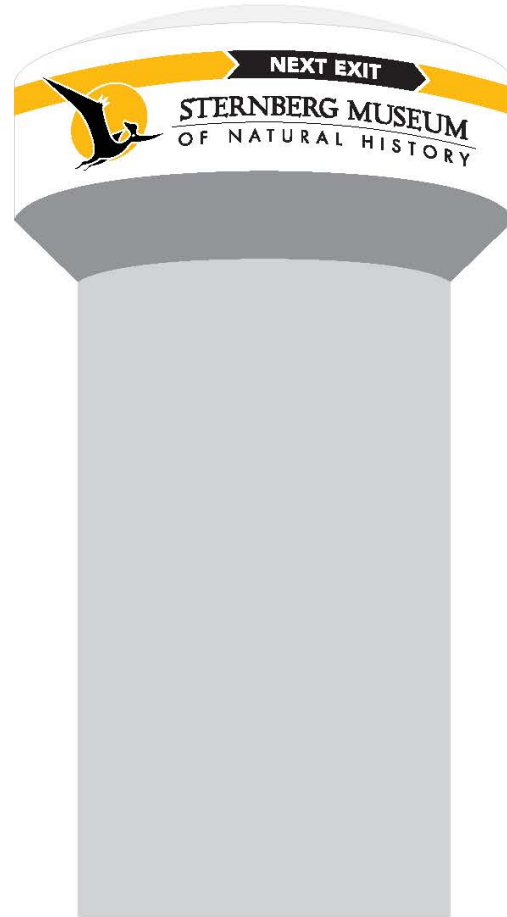
2.8 ONE-YEAR INSPECTION

- A. Owner will set date for one-year inspection of coating systems.
- B. Inspection shall be attended by Owner, Contractor, Engineer, and manufacturer's representative.
- C. Repair deficiencies in coating systems as determined by Engineer in accordance with manufacturer's instructions.

EAST SIDE



WEST SIDE



TERMS AND CONDITIONS

1. It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days before the bid closing date, if any specification or requirement described herein limits bidding to a single source.
2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
4. Except as otherwise indicated, the merchandise quoted is in new condition.
5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
7. Unit price will prevail in the event of extension error(s).
8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
13. Partial payments will not be made, unless otherwise specified.
14. Bid results are available by written request with a check payable to Fort Hays State University for five dollars (\$5.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract of subcontract or in the performance of such contract of subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or action in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
17. Vendors who are new to the university should complete a vendor registration form found at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/fort-hays-state-university-ks-vendor-registration>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.kdor.ks.gov/apps/taxclearance/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/forms-btreg.html>.

The FHSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the FHSU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or FHSU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of FHSU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

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-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that 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 and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

State of Kansas
Fort Hays State University
DA-146a (Rev. 12/19)

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. 12/19), 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.

- 1. 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. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 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, the University may terminate this agreement at the end of its current fiscal year. The University 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 under the contract for which it has not been paid. The University will pay 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 under this provision, title to any such equipment shall revert to contractor at the end of the University'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. Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
- 5. Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically 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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the 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 University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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 University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does 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 or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **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 University 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 University 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 the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, 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 of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or 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.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <https://fhsu.edu/policies/documents/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.