



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: December 1, 2023

Contract Number: 16003

FHSU Department Address: Purchasing Office
601 Park Street
Sheridan Hall 318
Hays, KS 67601

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2023 through November 30, 2024
Extended with written agreement of both parties.

Contractor: Roofmasters Roofing & Sheet Metal Co., Inc.
High Plains Roofing Inc (HPR, Inc.)

Conditions: Renewal

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda. <http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: September 15, 2022

Contract Number: 16003

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

Telephone: 785-628-4251

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2022 through November 30, 2023
Final Renewal

By written agreement of both parties.

Contractor: See Attached

Conditions: Renewal

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda. <http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT ADDENDUM

Date: November 29, 2021

Contract Number: 16003

Addendum 1

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall 318,
Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2021 through November 30, 2022

Condition Adding insurance and Bond information to the contract:

Proof of Insurance: Upon request, the vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:

- (a) Worker's Compensation with statutory limits;
- (b) Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
- (c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate

Public Works Bond: The Contractor shall file with the FHSU Purchasing Office a Public Works Bond as required by K.S.A. 60-1111, as amended, in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The bond funding will be released upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, FHSU may seek additional damages. A Public Works Bond is not required for projects with a contract price below \$100,000.00.

Necessary bond forms will be furnished by the FHSU Purchasing Office. The forms can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

Performance Bond: The Contractor shall file with the FHSU Purchasing Office a performance guaranty/bond in the amount of 100% of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, FHSU may seek additional damages.

A performance guaranty must be one of the following: 1) certificate of deposit payable to Fort Hays State University.

Necessary bond forms will be furnished by the FHSU Purchasing Office. The forms can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

<http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: November 1, 2021

Contract Number: 16003

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall 318
Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2021 through November 30, 2022
Adding an additional year by written agreement of both parties.

Contractor: See Attached

Conditions: Renewal

Prices: See Attached
Pricing Adjustment – Roofmasters Roofing and Sheet Metal (Page 13)

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda. <http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: December 1, 2020

Contract Number: 16003

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall
318 Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2020 through November 30, 2021
Adding an additional year by written agreement of both parties.

Contractor: See Attached

Conditions: FHSU Contacts have been updated

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda. <http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: December 1, 2019

Contract Number: 16003

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall
318 Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2015 through November 30, 2020
Final Renewal
By written agreement of both parties.

Contractor: See Attached

Conditions: FHSU Contacts have been updated

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda. <http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT RENEWAL

Date: December 1, 2018

Contract Number: 16003

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall 318
Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2015 through November 30, 2019
(With the option to renew for one (1) additional one (1) year period)
By written agreement of both parties.

Contractor: See Attached

Conditions: FHSU Contacts have been updated

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

<http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

CONTRACT AWARD

Date of Award: December 1, 2015

Contract Number: 16003

Replaces Contract: 11006

Fort Hays State University Purchasing Office
Address: 601 Park Street, Sheridan Hall 318
Hays, KS 67601
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: <http://www.fhsu.edu/purchasing>

Item: Roofing Services – On Call

Agency: Fort Hays State University
Location(s): Hays, KS

Period of Contract: December 1, 2015 through November 30, 2018
(With the option to renew for two (2) additional one (1) year periods)
By written agreement of both parties.

Contractor: See Attached

Prices: See Attached

Payment Terms: Net 30

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

Procurement Cards: May not use State of Kansas Business Procurement Card for purchases from this contract.

Administrative Fee: **No** Administrative Fee will be assessed against purchases from this contract.

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

<http://www.fhsu.edu/purchasing/16003-Roofing-Services-On-Call/>

CONDITIONS

Term of Contract: The term of this contract is for a three (3) year period from December 1, 2015 through November 30, 2019 with the option to renew for one (1) additional one (1) year period by written agreement of both parties.

Open-Ended Contract:

This Contract is for an open-ended contract between a vendor and Fort Hays State University to furnish an undetermined quantity of a good or service in a given period of time.

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: DA-45/146a; specifications and conditions of the proposal including any addenda; vendors' response, including any addenda, appendices and exhibits.

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

- a. Contract Provisions Attachment DA-45/146a;
- b. Written modifications and addenda to the executed contract;
- c. This FHSU Contract Award #16003 and attachments;
- d. The above referenced Invitation for Bid (IFB) including any addenda;
- e. Contractors response including any addenda, appendices and exhibits.

Termination for Cause: The FHSU Purchasing Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or
2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The FHSU Purchasing Director 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 University may authorize in writing); the FHSU Purchasing Director 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.

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of Fort Hays State University. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, Purchasing shall provide the Contractor written notice at least thirty (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.

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

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

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

FHSU Contact Persons:

Project Coordinator:

Director of Building Maintenance

Telephone: (785) 623-9567

Fax: (785) 628-4048

Academic Buildings:

Director of Facilities Planning

Telephone: (785) 628-4424

Fax: (785) 628-4048

Residential Buildings:

Director of Residential Life

Telephone: (785) 628-4245

Residential Life Maintenance Supervisor

Telephone: (785) 639-0810

Fax: (785) 628-4138

Memorial Union:

Director of Memorial Union

Telephone: (785) 628-5305

Fax: (785) 628-4007

University Farm:

Chair, Department of Agriculture

Telephone: (785) 628-4196

Fax: (785) 628-4183

Kathy Herrman

FHSU Purchasing Officer

Telephone: (785) 628-4251

Fax: (785) 628-4046

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

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by University subject to any offset by the University for actual damages including loss of **state or** federal matching funds.

The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by FHSU shall not constitute a waiver.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of FHSU.

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

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

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

Confidentiality: The Contractor may have access to private or confidential data maintained by Fort Hays State University to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

Reviews and Hearings: The Contractor agrees to advise the FHSU Purchasing Director of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the FHSU Purchasing Director. FHSU has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

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

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify FHSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The University shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the University's right to recover against third parties for any loss, destruction or damage to University property.

Care of University Property: The Contractor shall be responsible for the proper care and custody of any University-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse University for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.

Retention of Records: Unless FHSU specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the state.

Federal, State and Local Taxes Contractor: FHSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to FHSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the University pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the FHSU Purchasing Director. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the FHSU Purchasing Director.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

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.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Hays, Ellis County, Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or 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 so 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 acting in concert with one or more individuals or entities, owns or controls 25 percent 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.

Injunctions: Should Fort Hays State University be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

Acceptance: No contract provision or use of items by Fort Hays State University shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

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.

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Payment Terms: Unless specified otherwise, 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 vendor 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.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

Subcontractors: The contractor shall be the sole source of contact for the contract. Fort Hays State University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

Payment: Payment shall be made after receipt of goods or services in agreement with Kansas Law. Payments shall not be made for costs or items not listed in the vendor's bid response.

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

1. date of invoice.
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

Materials and Workmanship: The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

Implied Requirements: All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bid response.

Industry Standards: If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

Price Adjustments: On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

SPECIFICATIONS
ROOF MAINTENANCE & REPAIR PROGRAM
FORT HAYS STATE UNIVERSITY

SCOPE OF SERVICES:

Each project installation and/or repair will be identified and outlined by the Director of Building Maintenance based on recommendations made by University personnel for repairs, replacement and maintenance. Compensation will be based on the labor and materials and expenses listed on the Cost Proposal

DESCRIPTION:

Provide and/or install materials and labor as outlined within these attached specifications for the maintenance and repair of the roof systems located on the Fort Hays State University campus. Vendor must be a certified roofing applicator for Firestone, GenFlex, or Carlyle.

TERM OF CONTRACT:

The term of this contract is for a three (3) year period from December 1, 2015 through November 30, 2018 with the option to renew for two (2) additional one (1) year period by written agreement of both parties.

OPEN-ENDED CONTRACT:

This Contract is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.

PRICE ADJUSTMENTS:

On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, upward or downward, keyed to industry and changes. Vendor shall furnish figures at least sixty (60) days prior to the anniversary date to substantiate any claim for increase related to labor rates paid by the Vendor to the Vendor's employees or an industry-wide change in the cost of materials provided under this Contract. Allowable price increases/decreases in fees and rates shall not exceed 5% during any single contract year. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

PROOF OF INSURANCE: Upon request, the vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:

- (a) Worker's Compensation with statutory limits;
- (b) Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
- (c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate

Public Works Bond: The Contractor shall file with the FHSU Purchasing Office a Public Works Bond as required by K.S.A. 60-1111, as amended, in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The bond funding will be released upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, FHSU may seek additional damages. A Public Works Bond is not required for projects with a contract price below \$100,000.00.

Necessary bond forms will be furnished by the FHSU Purchasing Office. The forms can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

Performance Bond: The Contractor shall file with the FHSU Purchasing Office a performance guaranty/bond in the amount of 100% of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, FHSU may seek additional damages.

A performance guaranty must be one of the following: 1) certificate of deposit payable to Fort Hays State University.

Necessary bond forms will be furnished by the FHSU Purchasing Office. The forms can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

PROVIDED BY VENDOR:

The vendor shall provide the following:

- A. All labor and equipment necessary for complete removal and/or installations and/or repairs.
- B. Materials listed and priced under UNIT PRICES.
- C. Removal of all debris related to the work, including areas of foot traffic on interior locations.
- D. Clean-up of the work site and areas adjacent affected by the work.
- E. Emergency services within 24-hour time period when deemed necessary by the University's Director of Building Maintenance.
- F. Non-emergency services within 48 hours. When FHSU calls in a request for repair to the Vendor, the Vendor must set a date and notify the University's Director of Building Maintenance one hour before arriving on campus. Once the work has been completed, the Vendor must report back to the University's Director of Building Maintenance, on the work completed.

CONTRACTOR: **ROOFMASTERS ROOFING**
PO Box 664
Hays, KS
67601
Telephone: 800-398-7657
Telephone: 785-628-3614
Fax: 785-628-1806
E-Mail:
msennett@roofmastersroofing.net
FEIN: 48-1148084
Contact Person: Melissa Sennett

UNIT PRICES as of 12/01/2023

Description	Unit Price
Labor Supervisor	\$75.00
Labor Roofer	\$48.00
Labor Laborer	
Phone (785) 628-3614	
Removal includes vehicle (ton)	\$150.00/ton
Removal for C&D	\$38.00/ton
Removal for Municipal	\$78.00/ton
35 foot Telehandler	\$100.00/hr
42 foot Telehandler	\$125.00/hr
54 foot Telehandler	\$175.00/hr
23 ton 100 ft. Boom Truck 450	Minimum
Biljax Personnel Lift	\$175.00/hr
	\$75.00/hr

Bur and Modified

Roof Cement	Per Quote
Asphalt Primer (5 gallon)	Per Quote
100 lb. Drum Asphalt	Per Quote
Certainteed Glass Base Sheet (roll)	Per Quote
Certainteed Type IV Felt Roll	Per Quote
Certainteed Flintlastic Modified Roll	Per Quote
Oakridge-Shades Line Shingles (sq)	Per Quote
3 Tab Shingles (sq)	Per Quote
Heritage Shingles (sq)	Per Quote
4" Fiber Coat Strip (l.f.)	Per Quote
Ceramic Granules (5 gal)	Per Quote
Certainteed Ultra Poly SMS Base (roll)	Per Quote
Propane per gallon	Per Quote
Fibered Roof Emulsion (5 gal)	Per Quote
Aluminum Roof Coating (5 gal)	Per Quote

Insulation

1" Perlite (s.f.)

Per Quote

1" EPS Insulation (s.f.)

Per Quote

1/2" Wood Fiber

Per Quote

EPDM

60 mil EPDM FR (s.f.)	Per Quote
12: Uncured Flashing	Per Quote
Bonding Adhesive (5 gal)	Per Quote
Splicing Cement (gal)	Per Quote
3" Seam Tape (l.f.)	Per Quote
7" Bar Tape (l.f.)	Per Quote
Edge Caulk Tube	Per Quote
EPDM Primer (gal)	Per Quote
Pitch Pan Sealant (gal)	Per Quote
Pipe Boots Each	Per Quote
RPS Strip (l.f.)	Per Quote
Term Bar (l.f.)	Per Quote
Batten Bar (l.f.)	Per Quote
Water Stop Tube	Per Quote
3/4" to 1 1/2" River Rock (ton)	Per Quote
1" Foam Tubing (l.f.)	Per Quote
Termination Caulk (tube)	Per Quote

Sheet Metal

6" Pitch Pan (each)	Per Quote
12" Pitch Pan (each)	Per Quote
Reglet Galvanized (l.f.)	Per Quote
Counter Flashing Galvanized (l.f.)	Per Quote
Counter Flashing Copper (l.f.)	Per Quote
Counter Flashing Aluminum (l.f.)	Per Quote
24 Ga. Prefinished Gravel Guard (l.f.)	Per Quote
24 Ga. Gravel Guard (l.f.)	Per Quote
K Style Drip Edge (l.f.)	Per Quote
16 oz. Copper (s.f.)	Per Quote
20 oz. Copper (s.f.)	Per Quote

Miscellaneous

Treated 2 X 4 (bd. Ft.)	Per Quote
1/2" Plywood (s.f.)	Per Quote
4" Expansion Joint (l.f.)	Per Quote
Miscellaneous Steel Angles 2x2 l.f.	Per Quote
Round Top Nails (lb.)	Per Quote
Miscellaneous Nails (lb.)	Per Quote
Miscellaneous Screws (lb.)	Per Quote
3" Brass Screws (each)	Per Quote
Drive Anchors	Per Quote

Other

1" Poly Iso (s.f.)	Per Quote
3" Poly Iso (s.f.)	Per Quote

Standing seam mechanical lock panel 18 ¹¹ wide (s.f.)	Per Quote
Snap Lock Standing Seam 18 ¹¹ wide (s.f.)	Per Quote
Plastic cap nails 1 box per 2000 s.f.	Per Quote

CONTRACTOR: HIGH PLAINS ROOFING
P.O. Box 1347
Hays, KS 67601
Toll Free Telephone: 800-782-5647
Telephone: 785-628-1485
Fax: 785-628-8930
E-Mail: tphillips@hproofing.com
FEIN: 20-2584995
Contact Person: Tom Phillips, President

UNIT PRICES as of 12/01/2023

<u>Labor and Expenses</u>	
Labor (Supervisor)	\$ 85.00 / hour
Labor (Roofer)	\$ 60.00 / hour
Laborer	\$ 50.00 / hour
<u>Bur and Modified</u>	
Roof Cement (5 gallon)	50.00
Asphalt Primer (5 gallon)	50.00
100 lb. Drum Asphalt	45.00
Fiberglass Base Sheet (roll)	45.00
Type IV Felt Roll	45.00
GAF Modified Roll	100.00
Oakridge-Shadow Line Shingles (sq)	150.00
3 Tab Shingles (sq)	95.00
Heritage 30 Shingles (sq)	110.00
4" Fiber Coat Strip (l.f.)	0.45
Ceramic Granules (5 gal)	29.65
Ruberoid 20 (SBS Mop Down) (roll)	115.00
Propane (lb.)	4.00
Fibered Roof emulsion (5 gal)	65.00
Aluminum Roof Coating (5 gal)	95.00
<u>Insulation</u>	
1" EPS Insulation (s.f.)	.50
½" Wood Fiber (s.f.)	.60
<u>EPDM</u>	
60 mil EPDM RF (s.f.)	1.00
12: Uncured Flashing (l.f.)	3.00
Bonding Adhesive (5 gal)	175.00
Splicing Cement (gal)	75.00
3" Seam Tape (l.f.)	1.50

7" Bar Tape (l.f.)	4.00
Edge Caulk Tube	9.00
EPDM Primer (gal)	75.00
Pitch Pan Sealant (gal)	85.00
Pipe Boots Each	60.00
RPS Strip (l.f.)	2.75
Term Bar (l.f.)	1.50
Batten Bar (l.f.)	.80
Water Stop Tube	6.75
¾" to 1 ½" River Rock (ton)	108.74
Termination Caulk (tube)	7.85
1" Foam Tubing (l.f.)	1.75
<u>Sheet Metal</u>	
6" Pitch Pan (each)	23.20
12" Pitch Pan (each)	35.50
Reglet Galvanized (l.f.)	3.00
Counter Flashing Galvanized (l.f.)	3.00
Counter Flashing Cooper (l.f.)	10.00
Counter Flashing Aluminum (l.f.)	3.95
24 Ga. Prefinished Gravel Guard (l.f.)	5.60
24 Ga. Gravel Guard (l.f.)	4.75
K Style Drip Edge (l.f.)	3.55
16 oz. Copper (s.f.)	9.75
20 oz. Copper (s.f.)	12.10
<u>Miscellaneous</u>	
Treated 2 x 4 (bd. Ft.)	1.75
½" Plywood (s.f.)	1.60
4" Expansion Joint (l.f.)	9.40
Miscellaneous Steel Angels (lb.)	NIA
Round Top Nails (lb.)	1.85
Miscellaneous Nails (lb.)	1.85
Miscellaneous Screws (lb.)	3.75
3" Brass Screws (each)	1.10
Drive Anchors	0.70
<u>Other</u>	
O/S Pipe Boots (ea.)	60.00
Splice Wash (gal.)	20.00
O/S Corners (ea.)	12.00
9" Form Flash (ft.)	3.00
T-Patches (ea.)	10.00
Walk Pads	50.00

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.S(a) and 60-741.S(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.