



Contract Amendment 1

Date of Award: March 19, 2018

Date of Amendment 1: April 20, 2022

CONTRACT No. 18010742

RFP No. 9311901

Replaces Contract: 33281368

Buyer: Carla Swoyer

Telephone: 785-864-5972

E-Mail Address: cswoyer@ku.edu

Web Address: <http://www.procurement.ku.edu/>

Item: KBOR Professional Insurance Broker Services

Agency: The Universities and/or the Kansas Board of Regents

Period of Contract: July 1, 2018 to June 30, 2023

With one (0) Annual renewal options available

Contractor: Arthur J. Gallagher & Co.

2850 Golf Road

Rolling Meadows, IL 60008-4050

Contacts: Cheryl Kelley, Area VP Client Service Exec (972) 663-6130 cheryl_kelley@ajg.com

Paul Pousson, Managing Director (512) 652-2443 | (512) 844-8087 | paul_pousson@ajg.com

Scott Wightman, Area Executive VP (314) 800-2211 | (314) 605-8280 scott_wightman@ajg.com

John McLaughlin, Senior Managing Director (630) 285-4380 john_mclaughlin@ajg.com

Walker Taylor, Area President-Life Sciences (910) 239-1090 walker_taylor@ajg.com

Joan Rugar, Area Sr. VP Multinational Client Practice (225) 906-0115 joan_rugar@ajg.com

Amendment Conditions:

- 1) Final annual renewal available is being executed with term date of June 30, 2023.
- 2) Scope of work, specifically as it relates to the KBOR property program, has increased since initial award of the Contract, and a flat fee of \$135,000 shall replace the three bulleted items under "Optional Fees to manage [...] KBOR property program" in the Contract entered into on March 20, 2018. This flat fee is being awarded only for the final year of this Contract, effective July 1, 2022 – June 30, 2023, pursuant to this Contract Amendment 1.

All remaining terms of the Contract remain in full force.

Purchasing Services

Carruth-O'Leary Hall, Rm. 30 | 1246 West Campus Road | Lawrence, KS 66045-7505 | (785)864-3790 | Fax (785)864-3454 | www.ku.edu

University of Kansas
Procurement Services
Department of Purchasing
KU-45 (Rev. 5-15)

Contract No.: 18010742

DATE April 20, 2022

CONTRACT AMENDMENT 1

This contract is entered into this 20th day of April 2022 by and between the Universities and/or Kansas Board of Regents (KBOR) Institutions and Arthur J. Gallagher & Company. (Contractor)

The parties agree as follows:

1. Subject to the terms and conditions of this contract, Universities and/or KBOR hereby accepts the offer of Contractor as expressed by Contractor's response submitted to the KU Purchasing Services in response to Solicitation Number 93119017 – Professional Insurance Broker Services (the Solicitation), hereby incorporated by reference.
2. It is understood and agreed that pursuant to the Solicitation, Contractor agrees to furnish Professional Insurance Broker Services for the Universities and/or KBOR for the period from July 1, 2018 – June 30, 2023 on order of KBOR at the price or prices contained in the Solicitation. The Universities and/or KBOR agrees to pay the amount(s) due to the Contractor in accordance with the Solicitation as shown on proper delivery invoice(s) of the Contractor to the Universities and/or KBOR. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. It is understood and agreed that all of the provisions set out in the Universities and/or KBOR Solicitation Number 93119017 are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that those provisions are controlling over Contractor's offer, invoice, agency order forms or any other documents of the Contractor unless otherwise agreed below,
4. The provisions found in Contractual Provisions Attachment (KU-146a) are incorporated and made a part of this contract by reference.

Contractor: (Arthur J. Gallagher & Company)

By: Brad Fife

Title: Area President

Date: 5/4/22

University of Kansas

By: Ephrom Marks
Ephrom Marks

Title: Associate Director, KU Procurement Services

Date: 05/05/2022

By: Jen DeWitt
Jen DeWitt

Title: Executive Vice Chancellor & Chief Financial Officer

Date: 4/26/22



Wesley D. Wintch, Fort Hayes State University, VP for Administration & Finance

4/29/2022

Date

Doug Ball, Pittsburg State University, CFO & VP for Administration

Date

Werner Golling, Wichita State University, VP for Finance and Administration

Date

Ethan Erickson, Kansas State University, CFO & Interim Vice President and COO

Date

David Vranicar, University of Kansas Medical Center, VC for Finance / CFO


Date

Diana Kuhlmann, Emporia State University, Vice President for Finance & Administration

Date

Wesley D. Wintch, Fort Hayes State University, VP for Administration & Finance

Date



Doug Ball, Pittsburg State University, CFO & VP for Administration

4/20/2022

Date

Werner Golling, Wichita State University, VP for Finance and Administration

Date

Ethan Erickson, Kansas State University, CFO & Interim Vice President and COO

Date

David Vranicar, University of Kansas Medical Center, VC for Finance / CFO

Date

Diana Kuhlmann, Emporia State University, Vice President for Finance & Administration

Date

Wesley D. Wintch, Fort Hayes State University, VP for Administration & Finance

Date

Doug Ball, Pittsburg State University, CFO & VP for Administration

Date

Werner M. Golling

Werner Golling, Wichita State University, VP for Finance and Administration

04/26/2022

Date

Ethan Erickson, Kansas State University, CFO & Interim Vice President and COO

Date

David Vranicar, University of Kansas Medical Center, VC for Finance / CFO

Date

Diana Kuhlmann, Emporia State University, Vice President for Finance & Administration

Date

Wesley D. Wintch, Fort Hayes State University, VP for Administration & Finance

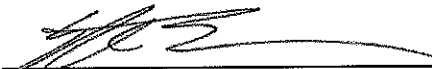
Date

Doug Ball, Pittsburg State University, CFO & VP for Administration

Date

Werner Golling, Wichita State University, VP for Finance and Administration

Date



Ethan Erickson, Kansas State University, CFO & Interim Vice President and COO

4/20/2022

Date

David Vranicar, University of Kansas Medical Center, VC for Finance / CFO

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Doug Ball, Pittsburg State University, CFO & VP for Administration

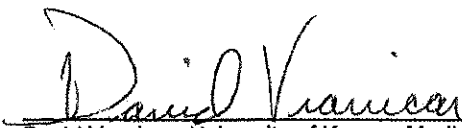
Date

Werner Golling, Wichita State University, VP for Finance and Administration

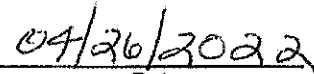
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David Vranicar, University of Kansas Medical Center, VC for Finance / CFO



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Diana Kuhlmann, Emporia State University, Vice President for Finance & Administration

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Wesley D. Wintch, Fort Hayes State University, VP for Administration & Finance

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Werner Golling, Wichita State University, VP for Finance and Administration

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Ethan Erickson, Kansas State University, CFO & Interim Vice President and COO

Date

David Vranicar, University of Kansas Medical Center, VC for Finance / CFO

Date



Diana Kuhlmann, Emporia State University, Vice President for Finance & Administration

5-4-2022

Date

State of Kansas
University of Kansas
KU-146a (Rev. 05-2018)

CONTRACTUAL PROVISIONS ATTACHMENT

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 the University of Kansas 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. In accordance with the Governor's Executive Order 18-04, the University has policies prohibiting sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://policy.ku.edu/> and provide for confidentiality and anonymous reporting.

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.