FORT HAYS STATE UNIVERSITY

ADDENDUM

Date: September 17, 2026

Addendum Number: 2

Contract Number: 26007

Contract Name: Pest Control Services

Agency: Fort Hays State University
Location(s): Hays, Kansas
Web Address: http://www.fhsu.edu/purchasing/
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu

Conditions:

Add the following pest control services:

Add the Akers Golf Shed to the same schedule as Akers Energy Center and Switch Gear Building in Group 4. The golf shed will be treated quarterly at a cost of $15. The total for the Golf Shed, Akers Energy Center, and Switch Gear Building will be $150 per quarter.

World Pest Control, Inc.

By: R C Meitler

Printed Name: Roger C. Meitler

Title: Owner/President

Date 9/21/2026

Fort Hays State University

By: Wesley D Wintch

Printed Name: Wesley D. Wintch

Title: Vice President for Administration

Date 09/18/2026

FORT HAYS STATE UNIVERSITY

ADDENDUM

Date:	June 11, 2026
Addendum Number:	1
Contract Number:	26007
Contract Name:	**Pest Control Services**
Agency:	Fort Hays State University
Location(s):	Hays, Kansas
Web Address:	http://www.fhsu.edu/purchasing/
Telephone:	785-628-4251
E-Mail Address:	purchasing@fhsu.edu

Conditions:

Add the following pest control services:

Add Group 13 – Tebo Library Coffee Shop/Food Area for pest control services for ants: $48/Monthly - $576.00/Annually.

Add Group 14 – University Police Department for pest control services for ants: $48/Monthly - $576.00/Annually

World Pest Control, Inc.

By: _____

Printed Name: Roger C. Meitler

Title: Owner / President

Date 6-11-2026

Fort Hays State University

By: _____

Printed Name: Wesley D. Wintch

Title: Vice President for Administration

Date 06/15/26

FORT HAYS STATE UNIVERSITY

CONTRACT AWARD

Date of Award: December 1, 2025

Contract Number: 26007

Fort Hays State University Purchasing Office
Telephone: 785-628-4251
E-Mail Address: purchasing@fhsu.edu
Web Address: http://www.fhsu.edu/ purchasing/

Item: **Pest Control Services**

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

Term of Contract: December 1, 2025, through November 30, 2030 (with the option to renew for two (2) additional one (1) year renewal periods) by written agreement of both parties.

Contractors: World Pest Control, Inc.
P.O. Box 116
Plainville, KS 67663
Phone: 800-282-3559 or 785-434-2455
Contact Person: Roger Meitler, President/Owner
Email: roger@worldpest.com

Payment Terms: Net 30

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

The above referenced contract award was recently posted to the Fort Hays State University Internet website. The document can be downloaded by going to the following website:
http://www.fhsu.edu/purchasing/

CONDITIONS

1. **Term of Contract:** The term of this contract is from December 1, 2025, through November 30, 2030 (with the option to renew for two (2) additional one (1) year renewal periods) by written agreement of both parties.

2. **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.

3. **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. Written contract signed by the parties and attachments;
d. The above referenced Request for Proposal (RFP) including any and all addenda;
e. Any supporting manuals/documents that have been incorporated in this Request; and
f. Contractor's written proposal submitted in response to this RFP as finalized, including any addenda, appendices and exhibits.

4. **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
   RE: Contract number *26007*

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

5. **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:

   - the Contractor fails to make delivery of goods or services as specified in this contract; or
   - the Contractor provides substandard quality and/or workmanship;
   - 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 FHSU 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.

   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.

6. **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 FHSU. In the event that the FHSU Purchasing Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 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.

7. **Debarment of University Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes.

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

   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 FHSU subject to any offset by FHSU for actual damages including loss of state or federal matching funds.

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

9. **Force Majeure:** The respective parties shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the party. 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.

10. **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.

11. **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.

12. **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.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. FHSU 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.

14. **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 $3,000,000 General Aggregate; and
    (d) Professional Liability in the minimum amount of $1,000,000 per claim.

15. **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 the FHSU 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 FHSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with FHSU.

16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by FHSU 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 FHSU promptly at the request of FHSU in whatever form it is maintained by Contractor. On the termination of 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 FHSU, will destroy or render it unreadable.

17. **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.

18. **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, rules or regulations may result in termination of this contract.

19. **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.

    FHSU 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 FHSU's right to recover against third parties for any loss, destruction or damage to State property.

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

21. **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 FHSU employee at any time.

22. **Retention of Records:** Unless FHSU specifies in writing a different 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 FHSU; 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 FHSU.

23. **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 FHSU relating to the particular products or services purchased or acquired by FHSU pursuant to this contract.

24. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. 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.

25. **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 University.

    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.

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

27. **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.

28. **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.

29. **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, unless otherwise specified and agreed upon by FHSU.

30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County, unless otherwise specified and agreed upon by FHSU. 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.

31. **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.

32. **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.

33. **Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract 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.

34. **Injunctions:** Should FHSU 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.

35. **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.

36. **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.

    The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Fort Hays State University said issue is due to imperfection in material, design, workmanship or contractor fault.

37. **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.

38. **Federal, State and Local Taxes:** Unless otherwise specified, the contract price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this contract. **FHSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

    The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

39. **Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

    K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

40. **Immigration and Reform Control Act of 1986 (IRCA):** 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-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

    With this contract, the contractor hereby certifies without exception that such 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 FHSU’s option, may subject the contract to termination and any applicable damages.

    Unless provided otherwise herein, all contractors are expected to be able to produce to FHSU

any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

41. **Worker Misclassification: The** contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

42. **Definitions:** A glossary of common procurement terms used by the State of Kansas is available at http://da.ks.gov/purch, under "Purchasing Forms".

43. **Graphic Identity Standards and Use of University Marks:** Compliance with FHSU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.

44. **Definite Quantity Contract:** This Request is for a close-ended contract between the vendor and FHSU to furnish a predetermined quantity of a good or service in a given period of time.

45. **HIPAA Confidentiality: Per** the Health Insurance Portability and Accountability Act (1996) (HIPAA), FHSU is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that FHSU could not. This protection continues as long as the data is in the hands of the Contractor.

    The Contractor shall establish and maintain procedures and controls acceptable to FHSU to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

46. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

    If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the FHSU Purchasing Office in writing, indicating the new location and the percentage of work relocated.

47. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.

48. **Method of Payment:** The vendor is required to provide monthly invoices with a description of the treatment provided to Fort Hays State University. Payment will be made monthly, in arrears, with one (1) copy of the Contractor's invoice and one copy (1) of the statement to Fort Hays State University Business Office for approval and payment. All correspondence and invoices must show the contract number.

49. **Payment: 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 Fort Hays State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Fort Hays State University 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 Fort Hays State University. 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.

    Payments shall not be made for costs or items not listed in the vendor's response.

50. **Shipping and F.O.B. Point:** Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price), which means delivered to FHSU's receiving dock or other designated point as specified in this contract without additional charge. Shipments

shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

51. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the Fort Hays State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the FHSU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

    In the event delivery minimums apply, the contractor shall provide information to FHSU.

52. **Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, FHSU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

53. **Warranty:** Contractors shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. FHSU requires a “standard” warranty of a specific amount of days, or one (1) year, whichever is greater. This warranty shall be included in the cost of the equipment.

    The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

    The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the FHSU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

54. **Acceptance:** No contract provision or use of items by FHSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

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

56. **Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.

57. **Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by FHSU.

58. **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.

59. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

60. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to FHSU to allow for a functional transition to another vendor.

SPECIFICATIONS

The following specifications were provided in RFP 26007. Refer to World Pest Control's Technical and Cost Proposal response for contract details.

Term of Contract: The term of this contract is for a five (5) year period from the date of award with two (2) additional one (1) year renewal(s) by written agreement of the parties.

Background and Scope: This Request for Proposal (RFP) is being issued to establish a contract to furnish Pest Control Services for Fort Hays State University. The pest control work under this contract shall be considered satisfactory when the population and the evidence of the pests herein specified are reduced to an absolute minimum satisfactory to the University.

These specifications cover and include the furnishing of all labor, materials, equipment, certifications of an amount of financial responsibility, permits and fees necessary to accomplish the pest control services herein specified. This applies to designated buildings and includes all tunnels, basements, and other places adjacent to the structures and on institutional grounds where infestation might be found.

1. Insects to be controlled shall include cockroaches, silverfish, spiders, flies, sow bugs, pantry pests and ants other than carpenter and pharaoh ants.

2. Rodent control shall include the effective control of rats and mice in all buildings under this contract and perimeter control of rodents adjacent to buildings.

3. Spray pests outside the Wooster Place and Stadium Place Apartment buildings on an "on call" basis.

4. Termite services are not included in this contract.

5. The Contractor shall report the presence and location of infestations of any other pests not otherwise included in this contract, when identified.

6. Pest Management Plan: A pest control services plan shall be included with the bid response, along with the cost of implementing and maintaining the plan. The Pest Management Plan should integrate preventive and corrective measures and identify sensitive areas. The plan should also include inspection and assessment strategy, treatment strategy, products used, monitoring and reporting, and safety and compliance with state and local regulations. The Plan should be implemented at the lowest cost with minimum risk to humans, property, or the environment by utilization of inspection, identification, recommendation for control, treatment, and review and evaluation of the pest problem.

7. The Plan should initially focus on identification of pests, location and severity of infestations. Next, procedures shall be employed to reduce pest populations to low levels using "clean out" procedures. Then, the focus of the Plan shall include prevention and management of infestations. The Plan shall include cultural, mechanical, physical, and chemical means of control when and where practical. Factors which limit the potential for the pest to survive and reproduce should be employed. This may involve the use of pesticides, but the emphasis of the services is to be directed towards sanitation and exclusion. If necessary, a separate bid (or subcontractor's bid submitted) may also be made for mechanical alterations such as caulking, sealing, screening, and installation of preventative devices such as light traps, air screens, and mist dispensers and monitoring and servicing thereof that may be necessary or desirable to help achieve control. However, the agency reserves the right to perform the recommended mechanical alterations itself. The Plan should include provisions for maintaining a pest-monitoring program.

8. The Contractor shall submit a complete and detailed final Pest Management Plan within ten (10) working days of receipt of the award of contract to Roy Ibarra, Environmental Safety Manager, 785-628-4333, aibarra@fhsu.edu. This report shall be based on a sanitation inspection of designated structures performed by a certified applicator and a designated employee of the facility. This report shall cover existing sanitary conditions affecting insect and rodent control, identify "sensitive areas", and shall include recommendations for steps to be taken by the Contractor and by the facility management to maintain a high level of insect and rodent control within all buildings and grounds covered by the contract. Such inspections and recommendations should cover factors that are conducive to pest populations such as: harborage areas, heat,

darkness, moisture, food and water, means of entry, and other evidence of the presence of pests such as droppings, shed skins, etc.

9. The Contractor will enter, for the purpose of inspection, monitoring and providing control (as necessary), all of the designated buildings and areas of the facility as listed. The Contractor shall make additional control procedures or treatment as deemed necessary by the facility. Such service shall be rendered promptly, (within 12 hours after advice of need of service in sensitive areas, otherwise within 24 hours), when requested by the facility. Provided that the university shall limit requests for service on weekends and legal holidays to genuine emergencies so that such requests are held to a strict minimum. The Contractor will provide services to the designated university representatives at a time mutually agreed upon in the areas.

10. Miscellaneous Responsibilities: Security provisions of the facility are observed and maintained.

11. Availability: The Contractor must provide the university representatives a list of regular established office hours and telephone numbers of the Contractor. Furthermore, Contractor must provide a listing of emergency phone numbers so that a representative of the Contractor can be available 24 hours per day as needed to handle emergencies and/or to receive messages for facility needs. Further, facility requires a full list of employees under employment and working at the contract site with a continual listing as employee turnover and rehiring occurs. These will be required for internal security access.

Designated Buildings:

Group 1 – Academic and Other Buildings Pest Control Services – On Call – Hourly Rate

- Albertson Hall
- Art and Design
- Brooks Building
- Center for Applied Technology and Sculpture
- Custer Hall (south wing)
- Forsyth Library
- Gross Coliseum / Cunningham Hall
- Grounds Building
- Hammond Hall
- Martin Allen
- Malloy Hall
- McCartney Hall
- Picken Hall
- Rarick Hall
- Sheridan Hall
- Sternberg Museum
- Stroup Hall
- Tomanek Hall
- Witt Building

Group 2 – Residential Life Pest Control Services – Monthly/Annual Rate

The Contractor will enter, for the purpose of inspection, monitoring and providing control (as necessary), all the designated buildings and areas of the facility at least twice a month:

- Agnew Hall public areas, kitchenette, and laundry
- Custer Hall public areas, kitchenette, and laundry
- Dane G. Hansen Hall public areas, kitchen, and laundry
- Heather Hall public area, kitchenette, and laundry
- McMindes Hall Dining Services.
  NOTE: Special arrangements with The Union Catering Company food services can be made to spray during off hours.
- McMindes Hall public areas, kitchenettes, laundry area, and Residential Life Office.
- Tiger Village public areas, kitchenettes, and laundry
- Victor E. Village public area, kitchenettes, and laundry
- Victor E. Village Pizza kitchen

- Wooster Place Laundromat
- Residential Life Maintenance Building Rodent Control

Group 3 - Residential Life Other Services – Hourly Rate

- Residential Life - Living areas only for pest control:
  - Agnew Hall
  - Custer Hall
  - Dane G. Hansen Hall
  - Heather Hall
  - McMindes Hall
  - Stadium Place Apartments consist of four (4) buildings and 40 apartments. There are 84 apartments and one (1) Laundromat in the Wooster Place complex. Due to the design of these apartment buildings, it is often advisable to treat several apartments in a "block" when seeking to control pests reported in a single apartment.
  - Tiger Village
  - Victor E. Village
  - Wooster Place Apartments

- Pigeon Control in McMindes Hall Dining Area and Victor E. Village.
  Explain the type of control method used.
- Bat Control in Wooster Place Apartments (A, B, C, D, E, and F) for each entry point as needed.
  Explain the type of control method used.

Group 4 – Akers Energy Center and Switch Gear Building Pest Control Services – Quarterly Rate

Akers Energy Center, including the Switch Gear Building to the South of Akers Energy Center, at 411 Lyman Dr., interior and exterior quarterly application. Technicians monitor door sweeps and cracks/cervices for structural deficiencies and notify the University if any concerns arise.

Group 5 – Memorial Union Pest Control Services – Monthly/Annual Rate

- Memorial Union Services include pest control two times per month or as needed.
- Fischli-Wills Center for Student Success monthly pest control services.
- Pest Control Lights in Pizza Hut & Loading Dock Entrance
  - Maintenance Cost (per month)
  - Light Bulb Replacement (per each)

NOTE: Special arrangements with The Union Catering Company food services can be made to spray during off hours.

Group 6 – President's Residence Pest Control Services – Monthly/Annual Rate

- Services include monthly pest control services.

Group 7 – Athletics Pest and Rodent Control Services – On Call Hourly Rate

On Call Hourly Pest Control Services:

- Lewis Field Stadium
- Schmidt-Bickle Indoor Training Facility

On Call Hourly Pest Control Services + Monthly/Annual Rodent Control Services:

- Soccer Stadium (5 Bait Boxes)
- Track and Field Facility (2 Bait Boxes)

NOTE: Football Facility will be completed approximately January 2026. Services will be determined, if needed, after this date.

Group 8 – Cold Storage Units - On Call Hourly Pest Control and Monthly/Annual Rodent Control Rates:

- Cold Storage Unit #1 – Physical Plant. (8 Bait Boxes)
- Cold Storage Unit #2 – Athletics/University Farm (8 Bait Boxes)

Group 9 – Motor Pool Monthly/Annual Rodent Control – Monthly/Annual Rate

- Motor Pool Building

Group 10 – Grounds Building – Rodent Control - Monthly/Annual Service Rate

- Rodent Control - Services include monthly rodent control.

Group 11 – University Farm On-Call Services – Hourly and Monthly/Annual Service Rate

- University Farm Facility Pest Control Services – On Call Hourly.
- University Farm Cottage Pest Control Services – On Call Hourly.
- University Farm Swine building Monthly/Annual Rodent Control. (ADD 4 Bait Boxes.)
- University Farm Sheep building Monthly/Annual Rodent Control. (5 Bait Boxes)
- University Farm Beef building Monthly/Annual Rodent Control.
- University Farm Pavillion building Monthly/Annual Roden Control. (11 Bait Boxes)

Group 12 – Physical Plant Shed

Physical Plant Shed Pest Control Services. Pest control for spiders and rodent control for mice. (Pictures of the Physical Plant Shed have been emailed to the vendors.) The following items are in the shed:

- Golf carts.
- Hazardous Waste Storage.
- Fire Extinguisher Room to service all fire extinguishers.
- South end is open storage for Physical Plant miscellaneous storage like attachments to skid loaders, etc.

Materials:

1. Materials used must conform to all federal and state laws and regulations and shall be acceptable to the facility management. Approval of materials will not be unreasonably withheld.

2. Insecticides and rodenticides shall be used with all due precautions to prevent the possibility of accidents or exposure of humans, domestic animals, pets, property, and any unintended environmental consequences.

3. Only pesticides registered by the Environmental Protection Agency and the Kansas Department of Agriculture shall be used and only in accordance with all directions and precautionary statements that appear on the products' labeling. Copies of the pesticide label and material safety data sheets must be provided to the designated representative of the facility. Pesticide products applied must clearly be labeled for use in the sites where they are used. Whenever possible, especially in sensitive areas, low human toxicity pesticides such as insect growth regulators or baits shall be used. Any Restricted Use Pesticides used are to be applied only by certified applicators.

Financial Responsibility and Licensing: Contractor shall be licensed to do pest control work in Kansas and maintain all necessary certifications for the entire contract period.

1. The Contractor shall have insurance coverage for any damages to state and private property that may occur as a result of pest control activities. Coverage must be continuous over the course of the contract period. The amount of coverage must be not less than $25,000 for bodily injury liability for each occurrence and $100,000 property damage liability for each occurrence. This coverage shall be in addition to any bond, escrow account, or letter of credit used for licensing purposes. This requirement may be modified to suit the special needs of the facility, but in no event shall there be less than provided for in the Kansas Pesticide Law.

2. If the Contractor fails to maintain a Kansas pesticide business license for any reason, the contract is subject to immediate cancellation.

3. Vendor must supply a material safety data sheet for any chemical used on campus prior to application.

Institutional Cooperation: The facility shall extend all necessary cooperation to ensure effective results from the pest control plan. Whenever conditions conducive to pest breeding, harborage, and entry into the facility are noted by the Contractor in his report, the facility shall take steps necessary to correct such conditions. The Contractor shall be relieved of any responsibility regarding control of pests in the specified locations or conditions until recommended corrections are made. The monthly report shall include the actions or inaction of others to help mitigate the pest problem.

Insurance Responsibility & Liability: The Contractor's interest in all property described, if any, or any personal liability to him arising from this agreement to whatever extent shall be considered covered by applicable insurance by the Contractor to the extent required. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State of Kansas or any of its agencies responsible for loss or damage to personal property nor to hold Contractors harmless from any such occurrences. Contractor shall possess Workers' Compensation Insurance in the amount required by law.

Method of Payment: Payment will be made monthly, in arrears, with one (1) copy of the Contractor's invoice and one copy (1) of the statement to the agency receiving service for approval and payment. All correspondence and invoices must show the contract number.

Prices: Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.

COST PROPOSAL

Group 1 – Academic Buildings **Pest Control Services On Call – Hourly Rate** (See list of academic buildings on page 22.)	$85.00/hourly rate in accordance with industry standards for pest control

Group 2 – Residential Life Pest Control Services Monthly/Annual Rate

The Contractor will enter, for the purpose of inspection, monitoring and providing control (as necessary), all the designated buildings and areas of the facility at least twice a month:

	Per Month	Annual Rate
Agnew Hall public areas, kitchenette, and laundry	$72.00	$864.00
Custer Hall public areas, kitchenette, and laundry	$64.00	$768.00
Dane G. Hansen Hall public areas, kitchen, and laundry	$64.00	$768.00
Heather Hall public area, kitchenette, and laundry	$72.00	$864.00
McMindes Hall Dining Services	$118.00	$1,416.00
McMindes Hall public areas, kitchenettes, laundry area, and Residential Life Office.	$72.00	$864.00
Tiger Village public areas, kitchenettes, and laundry	$72.00	$864.00
Victor E. Village public area, kitchenettes, and laundry	$72.00	$864.00
Victor E. Village Pizza kitchen	$58.00	$696.00
Wooster Place Laundromat	$58.00	$696.00
Residential Life Maintenance Building Rodent Control (2 Bait Boxes)	$28.00	$336.00

Group 3 - Residential Life Other Services – Hourly Rate

Residential Life - Living areas only for pest control: ○ Agnew Hall ○ Custer Hall ○ Dane G. Hansen Hall ○ Heather Hall ○ McMindes Hall ○ Stadium Place Apartments. ○ Tiger Village ○ Victor E. Village ○ Wooster Place Apartments	$85.00/hourly rate in accordance with industry standards for pest control
Pigeon Control in McMindes Hall Dining Area and. Victor E. Village. Explain the type of control method used. Pre-bait with whole corn to start feeding. Replace bait with treated whole corn to displace flock.	$95.00/hourly rate
Pigeon Control in Victor E. Village Dining Area. Explain the type of control method used. Pre-bait with whole corn to start feeding. Replace bait with treated whole corn to displace flock.	$95.00/hourly rate

Bat Control in Wooster Place Apartments (A, B, C, D, E, and F) for each entry point as needed. Explain the type of control method used. Apply Batcone to allow bats to escape. Seal entry point to keep bats out.	$95.00 for each entry point

Group 4 – Akers Energy Center and Switch Gear Building Pest Control Services – Quarterly Rate

Akers Energy Center, including the Switch Gear Building to the South of Akers Energy Center, at 411 Lyman Dr., interior and exterior quarterly application. Technicians monitor door sweeps and cracks/cervices for structural deficiencies and notify the University if any concerns arise.

$135.00/quarterly rate

Group 5 – Memorial Union Pest Control Services – Monthly/Annual Service Rate

Services include pest control two times per month or as needed.	$140.00/Monthly	$1,680.00/Annual
Services for Fischli-Wills Center for Student Success.	$52.00/Monthly	$624.00/Annual
Pest Control Lights in Pizza Hut & Loading Dock Entrance		
○ Maintenance Cost (per month)	$28.00/Monthly	$336.00/Annual
○ Light Bulb Replacement (per each)	$38.00 per each	

Group 6 – President's Residence

Services include monthly/annual pest control.

Pest Control Services	$52.00/Monthly	$624.00/Annual

Group 7 – Athletics

On call hourly pest control services:

Lewis Field Stadium	$95.00/Hourly Rate	
Schmidt-Bickle Indoor Training Facility	$95.00/Hourly Rate	

On call hourly pest control services + Monthly/Annual Rodent Control Services:

Soccer Stadium:

Pest Control Services	$85.00/Hourly Rate	
Rodent Control Services (5 Bait Boxes)	$36.00/Monthly	$432.00/Annual

Track and Field Facility:

Pest Control Services	$95.00/Hourly Rate	
Rodent Control Services (2 Bait Boxes)	$32.00/Monthly	$384.00/Annual

NOTE: Football Facility will be completed approximately January 2026. Services will be determined, if needed, after this date.

Group 8 – Cold Storage Units

On Call Hourly Pest Control Services + Monthly /Annual Rodent Control Services

Cold Storage Unit (#1 – Physical Plant):

Pest Control Services	$95.00/Hourly Rate	
Rodent Control Services (8 Bait Boxes)	$70.00/Monthly	$840.00/Annual

Cold Storage Unit (#2 – Athletics/University Farm):

Pest Control Services	$95.00/Hourly Rate	
Rodent Control Services (8 Bait Boxes)	$70.00/Monthly	$840.00/Annual

Group 9 – Motor Pool Monthly/Annual Rodent Control

Motor Pool Building	$36.00/Monthly	$432.00/Annual

Group 10 – Grounds Building – Rodent Control - Monthly/Annual Service Rate

Rodent Control Services	$62.00/Monthly	$744.00/Annual

Group 11 – University Farm

University Farm Facility Pest Control Services – On Call Hourly.	$85.00/ Hourly Rate	
University Farm Cottage Pest Control Services – On Call Hourly.	$85.00/ Hourly Rate	
University Farm Sheep building Monthly/Annual Rodent Control. ADD 4 bait boxes.	$60.00/Monthly $28.00/Each	$720.00/Annual $336.00/Total
University Farm Swine building Monthly/Annual Rodent Control (5 Bait Boxes)	$60.00/Monthly	$720.00/Annual
University Farm Beef building Monthly/Annual Rodent Control.	$60.00/Monthly	$720.00/Annual
University Farm Pavillion building Monthly/Annual Roden Control. (9 Bait Boxes)	$80.00/Monthly	$960.00/Annual

Group 12 – Physical Plant Shed

Physical Plant Shed Pest Control Services. Pest control for spiders and rodent control for mice. (Images of the shed have been emailed to the vendors.) The following items are in the shed:

- Golf carts.
- Hazardous Waste Storage.
- Fire Extinguisher Room to service all fire extinguishers.
- South end is open storage for Physical Plant miscellaneous storage like attachments to skid loaders, etc.

Pricing Options:

Option 1 – Quarterly	$125.00/Quarterly

Terms:

1. Indicate Kansas Pest Control License Number: 3279

2. A certificate of insurance is included with bid: Yes

Outline of the Pest Management Plan:

The pest plan will follow the scope of work in the agreement. The focus will be to keep pest populations at an acceptable level. This will be achieved by making sure structures are as inaccessible to pests as we can make them, also by managing the environment around the exterior and managing sanitation issues on the interior. The goal is to use as little amount of chemical material as possible. Sealing of cracks and crevices, moisture control, door/window seals, and clutter management should reduce the amount of chemicals that are needed. Cooperation between World Pest Control, maintenance, tenants and administration will make that possible.

Fort Hays State University
DA-45/146a (Rev 12-19)

CONTRACT

This contract is being established on the 1st day of December 2025 by and between Fort Hays State University and World Pest Control, Inc., P.O. Box 116, Plainville, KS 67663 (Contractor).

The parties agree as follows:

1. Subject to the terms and conditions of this contract and companion Contract Award document, Fort Hays State University hereby accepts the offer of Contractor as expressed by Contractor's pricing submitted on October 30, 2025.

2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to provide Pest Control Services from the period December 1, 2025, through November 30, 2030 (with the option to renew for two (2) additional one (1) year renewal periods) by written agreement of both parties. Fort Hays State University agrees to pay on delivery of the item(s) the amount(s) billed by Contractor in accordance with the pricing offered as shown on delivery invoice(s) of the Contractor to Fort Hays State University. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.

3. Failure of Contractor to furnish the item(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) in accordance with any time schedules prescribed in this contract or any documents incorporated by reference into this contract shall result in forfeiture of any performance bond of Contractor and/or in termination of this contract at the option of Fort Hays State University.

4. It is understood and agreed that the provisions set out in the Fort Hays State University bid document for this contract are incorporated and made a part of this contract by reference as though fully set forth herein. Contractor agrees and understands that these documents are controlling over Contractor's bid, invoice, Fort Hays State University order forms or any other documents of the Contractor.

5. The provisions found in Contractual Provisions Attachment (DA-146a), shown on the reverse side of this Contract, is incorporated and made a part of this contract by reference.

6. The prospective contractor signature below certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal, State, or Local Department or Agency.

7. In the event of any disputes regarding the terms and conditions of this Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with Fort Hays State University.

World Pest Control Inc.

By: _____

Printed Name: Roger C. Meitler

Title: Owner/President

Date: 11/25/2025

Fort Hays State University

By: _____

Printed Name: Wesley D. Wintch

Title: Vice President for Administration & Finance

Date: 11/24/2025

Approved as to Form
11-23-25 JBB

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.