



# FORT HAYS STATE UNIVERSITY

*Forward thinking. World ready.*

## AMENDMENT

Date: March 10, 2023

Amendment Number: 1

Contract Number: 18009

Location: Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

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

**Item: Banking Services**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: July 1, 2023, through June 30, 2025

Contractors: Commerce Bank  
2200 Vine Street  
Hays, KS 67601  
Phone: 785-625-1252  
Fax: 785-625-1267  
Contact Person: Deron O'Connor  
Email: [Deron.O'Connor@CommerceBank.com](mailto:Deron.O'Connor@CommerceBank.com)

Conditions: Contract award date renewal for Banking Services for Fort Hays State University from July 1, 2023, through June 30, 2025. Updated DA-146a included.



# FORT HAYS STATE UNIVERSITY

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## CONTRACT AWARD

Date: March 29, 2018

Contract Number: 18009

Fort Hays State University Purchasing Office

Telephone: 785-628-4251

E-Mail Address: [purchasing@fhsu.edu](mailto:purchasing@fhsu.edu)

Web Address: [http://www.fhsu.edu/ purchasing/](http://www.fhsu.edu/purchasing/)

**Item: Banking Services**

Agency: Fort Hays State University

Location(s): Hays, KS

Term of Contract: Contract award date begins upon signature of both parties after approval by Kansas Pooled Money Investment Board (PMIB) with actual services beginning no later than July 2, 2018 through June 30, 2023.

Contractors: Commerce Bank  
2200 Vine Street  
Hays, KS 67601  
Phone: 785-625-1252  
Fax: 785-625-1267  
Contact Person: Deron O'Connor  
Email: [Deron.O'Connor@CommerceBank.com](mailto:Deron.O'Connor@CommerceBank.com)

Scope of Work: Commerce Bank will provide centralized banking services as the primary depository of the University.

Prices: See Attached.

Payment Terms: Net 30

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

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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:** Contract award date begins upon signature of both parties after approval by Kansas Pooled Money Investment Board (PMIB) with actual services beginning no later than July 2, 2018, through June 30, 2023.
  
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; vendor's 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/DA-146a Revised (01/18);
  - b. Commerce Bank Agreements: Account Reconciliation Service – Service Agreement and Processing Instructions, Automated Clearing House Service Agreement, Certification and Incumbency Certificate, Commerce Connections Service Agreements, Electronic Payment Authorization (Corporate Transactions) Service Agreement and Processing Instructions, Remote Deposit Service Agreement, Returned Items Service Agreement and Processing Instructions, Return Deposited Items Email Advice Addendum, Treasury Services Agreement, Wire Transfer Service Agreement;
  - c. Written modifications and addenda to the executed contract;
  - d. Written contract signed by the parties and attachments;
  - e. The above referenced Request for Proposal (RFP) including any and all addenda;
  - f. Required forms by PMIB: Security Agreement for Demand Deposit Fee Agency Accounts and the Bank Resolution form is replaced by Commerce Bank Certification and Incumbency Certificate forms (approved by PMIB);
  - g. Commerce Bank RFP 18009 Presentation documents Parts 1, 2, and 3.
  - h. Any supporting manuals/documents that have been incorporated in this Request; and
  - i. 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 18009**  
  
 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 in his or her commercially reasonable judgment 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 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.
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:** 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; 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 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 FHSU, will destroy or render it unreadable. Notwithstanding the foregoing (A) each Party may keep copies of the Confidential Information in accordance with record retention policies established for the purpose of compliance with applicable laws and regulations or credit, audit, or other legitimate internal corporate purposes, and (B) each Party will not be obligated to erase the Confidential Information that is contained in an archived computer system backup that was made in accordance with such Party's security and/or disaster recovery procedures; provided that such Party shall continue to treat such materials as Confidential Information in accordance with the terms of this contract.
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, rule 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 FHSU Procurement Negotiating Committee (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 related to the services provided by Contractor and 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. **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.
43. **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.

44. **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to FHSU any materials, equipment, supplies or labor that may be required to carry out the intent of this RFP. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.
45. **Experience:** All bidders must have a minimum of five (5) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

46. **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.
47. **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 30<sup>th</sup> 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 30<sup>th</sup> 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.

48. **Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

49. **Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
50. **Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to FHSU's receiving dock or other designated point as specified in this RFP 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, bidders shall submit that information with their bid response.
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. **Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for FHSU may be required before final contract approval. FHSU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to FHSU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if found to be non-compliant with the specifications as set forth in this RFP.
54. **Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
55. **Implied Requirements:** All products and services not specifically mentioned in RFP, 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 vendor's response.
56. **Warranty:** Bidders 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.

57. **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.

58. **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 FHSU. The Contractor may not release any materials without the written approval of FHSU.
59. **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.
60. **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.
61. **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the RFP for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to FHSU.
62. **Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and FHSU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
63. **Inspection:** FHSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of this RFP.
64. **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.
65. **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.
66. Vendor hereby warrants that the products or services to be provided under this agreement comply with Fort Hays State University accessibility requirements including ADA, Section 504 and 508. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless Fort Hays State University from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.

## SPECIFICATIONS

### BANKING SERVICES

#### STATE OF KANSAS

#### FORT HAYS STATE UNIVERSITY

#### FEE AGENCY ACCOUNT, IMPREST ACCOUNT, ORGANIZATIONAL SAFEKEEPING ACCOUNT, EFT FEDERAL FUNDS ACCOUNT, and ELECTRONIC RECEIVING ACCOUNT

**Term of Contract:** Contract award date begins upon signature of both parties after approval by Kansas Pooled Money Investment Board (PMIB) with actual services beginning no later than July 2, 2018 through June 30, 2023.

### 3.1 Purpose

Fort Hays State University (hereinafter “the University”) sought proposals from banks qualified and experienced to provide services as required for the University. It is the intention of the University to contract with a qualified bank for the purpose of providing centralized banking services as the primary depository of the University. The contracting bank must have a physical location in Hays, Kansas, for purposes of delivery of deposits.

The contract is for banking services for the period beginning the date of award through June 30, 2023.

The RFP specifications below provided a brief outline of general banking services for the University. The goal of the RFP was to obtain quality-banking services at a fair cost for the benefit of the University.

**The following specifications were provided in RFP 18009. Refer to Commerce Bank’s Technical Proposal Response for contract details.**

### 3.2 Description of the Entity

#### a. General

Through the RFP, the University anticipates a contract relationship with one bank, which will act as primary depository for the University and provide to the University full service banking capabilities. The selected bank will contract with the University but will provide services primarily through FHSU Student Fiscal Services Office.

#### b. The University

The University has responsibility for the receipt and deposit of all student fees, departmental deposits and student organization deposits of the University with designated depositories and the verification of all collateral for those deposits. In addition, the University has the responsibility for the refunding of all excess financial aid received by the students. The University essentially acts as “banker” for the University departments. Fee Agency funds not immediately required for expenditure are wired to the State on a regular basis.

### 3.3 Kansas Bank Requirement

The acceptance of the bid is contingent upon qualification as a “bank” as described under section 75-4201(d) of the Kansas Statutes Annotated, which states:

“Bank” means a bank incorporated under the laws of this State, or organized under the laws of the United States or another State and which has a main office or branch office in this State.

Additionally K.A.R. 122-2-1 *et seq.* states in part:

State moneys shall be deposited only in state financial institutions, which have been determined to meet qualifications ... for depository banks. Each depository bank shall be a state financial institution, which has been determined by the board:

- (1) to have demonstrated credit-worthiness;
- (2) to have executed a Security Agreement, Custodial Agreement, and Bank Resolution, [www.pooledmoneyinvestmentboard.com](http://www.pooledmoneyinvestmentboard.com), "Information for State Agencies".

In addition, K.S. A. 75-4214, requires PMIB approval of banks holding fee agency accounts, and requires that such banks must meet the minimum capital requirements for a commercial bank as required by the FDIC.

### **3.4 Scope of Services: General**

In general, it is the intent of the University to establish and operate a system of banking services, which will provide for:

- (1) the immediate, secure deposit and transfer of funds;
- (2) the availability of funds to meet the obligations of the University;
- (3) the accurate and satisfactory collateralization of all funds;
- (4) the immediate and adequate accounting for all funds;
- (5) electronic banking;
- (6) depository services;
- (7) wires;
- (8) ACH;
- (9) positive pay services;
- (10) compliance with all applicable laws, rules and regulations of federal and state governing bodies so that float is eliminated to the maximum extent possible on the FHSU Fee Account;
- (11) satisfactory customer service evidenced through prompt and complete responses to requests as well as customer references at the time of proposal review; and
- (12) assurance of data security and support to ensure data integrity and continuity.

The bank/financial institution's ability to perform the services listed above, as well as any exceptions to the services listed, should be described in the proposal. If the bank/financial institution wishes, it may elaborate on or discuss alternative proposals for services required.

### **3.5 Accounts Required**

The following describes the major required accounts. It is recognized that the structure and number of accounts may vary when a banking services contract is negotiated. The University also reserves the right to alter the structure and number of accounts during the life of the contract. The bank's RFP response and pricing proposal, however, shall be based on the account structure presented in the RFP. It is agreed that the source of unit pricing for new services not specifically requested in this RFP will be the bank's mutually negotiated and agreed upon price.

There are five (5) accounts that will be bid under one contract. Fee Agency Account, Imprest Account, Organizational Safekeeping Account, EFT Federal Funds Account, and Electronic Receiving Account. All five accounts will have their own distinct bank accounts.

1. **Fee Agency Account** - This account is the University's main banking account. All departmental deposits are made into this account. Tuition and general payments as well as federal financial aid monies received by the University are deposited into this account. Refunds given to the students due to excess financial aid funds and

other payments (i.e., tuition credits, housing credits) are refunded from this account. This account must be interest-bearing.

2. **Imprest Account** – This account is authorized by the State of Kansas. It is used for change funds, emergency disbursements and advances. This account must be interest-bearing.
3. **Organizational Safekeeping Account** – This account handles banking activity for student groups. Any excess funds not immediately needed may be invested by the University in U.S. government bonds, bills or notes, or in certificates of deposit issued by a Kansas bank. This account must be interest-bearing.
4. **EFT Federal Funds Account** – This account is used to receive and refund the U.S. Department of Education for federal loans and grants and private lenders for private loans. Funds are only transferred to and from the US Department of Education or private lenders via wire or ACH. Intrabank online transfers are made only between this account and the Fee Agency Account. The account must be interest-bearing, and without service charges.
5. **Electronic Receiving Account** – This account is used to accept wire or ACH transfers from outside entities including international students and associates (other than the U.S. Department of Education and private lenders). Intrabank online transfers will be made to the Fee Agency Account. This account does not need to be interest-bearing and should not have service charges.

### 3.6 Services Required

The bank's ability to perform the services and any exceptions to the stipulations set forth should be addressed in Form 1 (attached). If the bank wishes, it may elaborate on or discuss alternative proposals for services required. FHSU may request a presentation from the vendor.

#### **Account Requirements**

##### **1. Deposit and Banking Services**

- A. The bank shall agree to notify immediately by telephone the designated personnel in the FHSU Student Fiscal Services Office of any direct credits and incoming wire transfers, etc., to the account. Wire transfer and ACH credits shall have same day availability.
- B. The bank shall agree to credit cash deposits locally with the amount shown on deposit tickets. If there are discrepancies between the deposited amount and the deposit ticket, then the bank agrees to provide detailed written documentation of any deposit adjustments to the designated personnel in the FHSU Student Fiscal Services Office. The designated personnel and the bank must agree upon adjustments.
- C. The bank shall provide printed sequentially numbered deposit slips in triplicate in such amounts as are required by the University. The bank shall also provide other equipment and supplies (such as tamper-resistant bank deposit bags) as may be required to provide level of service specified by FHSU.
- D. The bank shall send for exchange and collection all foreign currency and checks to be converted to U.S. dollars and deposit to the account as appropriate. The bank will debit the account for any related currency exchange fees. The bank shall also provide foreign exchange rates to the University when requested.

- E. The bank shall agree to process all returned checks a second time before returning them to the University. The bank shall charge the account for the amount of the returned checks.
- F. The bank shall agree to place a permanent stop payment on checks written on the account when requested to do so by the University. The bank will release these stop payments upon telephone or online request from the University.
- G. The bank shall agree to provide currency and coin to the University when requested.
- H. The bank shall provide such other equipment and supplies as may be required to provide the level of service specified by the University.
- I. The bank shall provide research services relative to account activity.
- J. The bank shall provide cashier's checks to the University when requested. Minimal volume is anticipated.
- K. The bank shall provide historical account analysis for RFP requests and other reports when needed.
- L. The bank shall provide an account representative at the local branch to resolve unidentified debits or credits, account problems, and make adjustments when appropriate within two business days.
- M. The bank shall provide an account representative at the local branch to resolve IMMEDIATELY any issues relating to the daily ACH transfer files of financial aid funds to student accounts. Any delay of fund transfer will not be acceptable.
- N. The bank will provide a Remote Deposit service that will allow the University to make deposits of checks. The University will use one desktop scanner to process check transactions for deposit.

## **2. Bank Statements**

The bank shall provide to the authorized representative of the University and the Kansas Pooled Money Investment Board a detailed electronic bank statement. In addition to the bank statement, supporting data should include images of paid checks, canceled checks and deposit slips within five (5) business days following the last day of each calendar month. Online reporting should be MS Excel importable as well as BAI2 format for purposes of integration with Workday ERP.

## **3. Electronic File of Daily Transactions**

In addition to the monthly bank statement Fort Hays State University requires daily electronic transfers of our accounts' transactions. The following parameters must be followed when hosting and transferring these transactions:

**Format** – The cleared transactions should be formatted in a standard ACH record layout provided by FHSU.

**Naming** – Once the file naming convention has been agreed to by FHSU and the financial institution, the data files should be named according to that agreement and should not change.

**Transmission Protocol** – Transmission of the formatted data file must be in a bank hosted FTP server allowing access via standard SFTP client (Secure File Transfer Protocol) and SCP (Secure Copy Protocol).

**Security** – Security of FHSU's financial data must be insured with data encryption using a public/private key pair. Prior to making the data file available for transmission to FHSU, the financial institution will use PGP to encrypt the data file using a public key provided by FHSU. The private key will be used to decrypt the data after it has been transmitted to FHSU. The private key will not be shared.

**Disaster Recovery** – In the case where the automated data transmission does not occur as planned, FHSU wants the ability to manually download one or more days of cleared transactions from the bank's website. To ensure the ability to recover from some abnormal circumstances, the financial institution should provide data online for at least 30 calendar days.

**Frequency** – The normal frequency for automated transmission should be daily, where the data file includes transactions that cleared from the most recent previous business day.

**Workday Student Implementation** – FHSU is implementing Workday Student. The electronic file parameters may change as a result of the implementation.

**Cashnet Implementation** – FHSU is implementing Cashnet for cashiering and other related services. The electronic file parameters may change as a result of the implementation.

#### 4. **Online Banking Services**

The bank shall provide an online banking services that offers balance and activity information, online transfers between accounts, check/deposit slip images, bank statements, and stop payment capability. Online service must be user-friendly, allow adequate online time to review account information, and allow different levels of security access.

**Workday BAI2 File** – Workday is the ERP system for FHSU. A BAI2 format is required to load prior day transaction activity for bank reconciliation into Workday. Ideally FHSU would like the integration between the contracting bank and Workday to be automatic. Alternatively, the BAI2 can be downloaded by FHSU personnel from the contracting bank to be loaded manually into Workday. The BAI2 format option is required.

#### 5. **Daily Closing Ledger Balance**

The daily closing ledger balance is the daily closing ledger balance on the books of the University, which shall include, for this purpose, all deposits received by the bank during regular banking hours on such day.

#### 6. **Wire Transfer Services**

- A. In the instance of the Fee Agency Account the bank shall wire transfer funds to the State operating account on a regular basis. Such wire amount is to be determined by the University. Electronic confirmation of all wire transfer of funds shall be sent to the University. Any and all wire transfer of funds from the account shall only be made to the State operating account or between agency accounts.
- B. The bank shall agree to process foreign wire transfer of funds at the request of the University. The bank shall provide the conversion rate for U.S. dollars to foreign currency when requested.

#### 7. **Depository Security**

At all times the balance of the account shall be secured by the pledge of securities pursuant to the provisions of Article 42, Chapter 75 of Kansas Statutes Annotated, as amended.



**8. Account Analysis**

The bank shall provide a complete monthly account analysis of all accounts to the University including the average daily balance, average collected balance, service charges and interest credit. A copy of the bank statement and the account analysis shall also be provided to the Pooled Money Investment Board.

**9. Physical Location**

The contracting bank must have a physical location in Hays, Kansas, for purposes of delivery of deposits.

**10. Online Banking Security**

Contracting bank will provide FHSU administrator appropriate security options for system user access, hierarchy levels and account access based on user roles.

**11. Training**

The bank shall provide training on initial access, setup, utilization, reconciliation tools and various features as they are developed by the bank. The bank shall also provide user reference guides and any other relevant documentation required by FHSU.

**12. Implementation**

The bank must provide a complete description of the financial institution's conversion and implementation process; the implementation timeline must address these issues in detail.

- A. Describe specific steps to transition from the existing system, including the importation of existing settings. Include a detailed time-line for the transition.
- B. Provide an implementation schedule based on the services requested in this RFP. The project initiation date is estimated to be on or prior to March 1, 2018.
- C. Provide a detailed transition plan outlining the responsibilities of all parties.
- D. Describe all telecommunications and data requirements.
- E. Provide examples of reports the bank/financial institution will provide and the frequency of these reports.

**3.7 Collateral Requirements****A. General**

Consistent with state law, all public funds on deposit through the state treasurer with the bank must be fully collateralized.

The bank selected under this RFP must, prior to receipt of the deposits, pledge at its own expense at a third-party bank securities approved by the state treasurer for all public funds on deposit (including accrued interest) that are in excess of FDIC insurance coverage.

The collateral deposit shall be maintained at all times during the term of the contract.

B. Allowable Collateral

As determined by K.S.A. 75-4218, and amendments thereto, and as modified by the Pooled Money Investment Board through its Rules and Regulations or Investment Policy. The current PMIB Investment Policy can be found on the PMIB website at [http://pooledmoneyinvestmentboard.com/invest\\_policy.pdf](http://pooledmoneyinvestmentboard.com/invest_policy.pdf).

Depository bank shall transfer or deposit the pledged securities to or with the State Treasurer, the Federal Reserve Bank of Kansas City, Missouri, the Federal Home Loan Bank of Topeka, Kansas, or a custodial bank having adequate modern facilities for the safekeeping of securities which shall have received the prior approval of the PMIB.

**3.8 Compensation**

The University desires to compensate the bank for services performed on a fee basis. It is the University's intent that the "Fee Structure Form" reflects all the services and prices for which the bank will expect payment. It is understood that volumes indicated are estimates and that actual volumes will vary from month to month. Should the University request a service or services not presently included on the form, the price shall be mutually negotiated and agreed upon in advance.

**3.9 Competitive Selection/Evaluation Criteria**

Minimum Criteria - In order for a bank to be eligible for consideration as the selected designated bank the following additional information must be provided and will be utilized in the competitive selection evaluation:

- a. The bank must be insured by the FDIC, and must meet all statutory requirements, including those set forth in K.S.A. 75-4201 *et seq.*, and amendments thereto.
- b. Full service capability as herein described.
- c. Submission of most recent annual and quarterly financial statements.
- d. Demonstrated willingness and capability to fully collateralize the total university funds on deposit in the bank.
- e. The ratio of total capital to assets shall meet or exceed the regulatory minimum standards.
- f. The ratio of primary capital (equity capital and the loan loss reserve) to average assets shall meet the regulatory minimum standards.
- g. Please provide verification of the bank's disaster recovery plan.

**3.10** Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, etc. that the bidder would propose to incorporate into any contract generated from this Bid. State of Kansas DA-146a form remains a mandatory requirement in all contracts.

### 3.11 Historical Data

#### Fee Agency Account Activity

Projected Account Activity:

Dollar Volume – Credits	
Annual	\$124,386,724
Monthly Average	\$10,365,560
Transaction Volume – Deposits	
Annual Credits	4,659
Monthly Average	388
Annual Deposited items	9,370
Monthly Average	781
Dollar Volume – Debits	
Annual	\$124,093,780
Monthly	\$10,341,148
Transaction Volume – Checks	
Annual	2,412
Monthly	201
Wire Transfers	
Incoming	
Annual Dollar Volume	NA
Monthly Average	
Annual Transaction Volume	
Monthly Average	
Outgoing	
Annual Dollar Volume	\$74,165,650
Monthly	\$6,180,471
Annual Transaction Volume	80
Monthly Average	7
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	3,833
Monthly Average	319
Outgoing	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	13,662
Monthly Average	1,242
Returned Checks	
Annual Dollar Volume	\$14,780
Monthly Average	\$1,232
Annual Transaction Volume	19
Monthly Average	2
Average Daily Balance	\$1,541,553

#### Imprest Account Activity

Projected Account Activity:

Dollar Volume – Credits	
Annual	\$48,989
Monthly Average	\$4,082
Transaction Volume – Deposits	
Annual Credits	48
Monthly Average	4
Annual Deposited items	19
Monthly Average	2

Dollar Volume – Checks	
Annual	\$52,044
Monthly	4,337
Transaction Volume – Checks	
Annual	29
Monthly	2
Returned Checks	
Annual Transaction Volume	0
Monthly Average	0
Average Daily Balance	\$14,088

#### **Activity Account Activity (Organizational Safekeeping Account)**

##### Projected Account Activity:

Dollar Volume – Credits	
Annual	\$421,411
Monthly Average	\$35,118
Transaction Volume – Deposits	
Annual Credits	78
Monthly Average	7
Annual Deposited items	1,372
Monthly Average	114
Dollar Volume – Checks	
Annual	\$375,381
Monthly	\$31,282
Transaction Volume – Checks	
Annual	375
Monthly	29
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	\$1,975
Monthly Average	\$165
Annual Transaction Volume	15
Monthly Average	1
Outgoing	
Annual Dollar Volume	\$147,530
Monthly Average	\$12,294
Annual Transaction Volume	24
Monthly Average	2
Returned Checks	
Annual Dollar Volume	\$969
Monthly Average	\$81
Annual Transaction Volume	8
Monthly Average	1
Average Daily Balance	\$37,939

#### **EFT Federal Funds Account Activity**

##### Projected Account Activity:

Dollar Volume – Credits	
Annual	\$67,959,456
Monthly Average	\$5,663,288
Transaction Volume – Deposits	
Annual Credits	165
Monthly Average	14
Annual Deposited items	0
Monthly Average	0

Dollar Volume – Checks	
Annual	\$0
Monthly	\$0
Transaction Volume – Checks	
Annual	0
Monthly	0
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	\$67,959,456.12
Monthly Average	\$5,663,288
Annual Transaction Volume	165
Monthly Average	14
Outgoing	
Annual Dollar Volume	\$47,961,499
Monthly Average	\$3,996,791
Annual Transaction Volume	137
Monthly Average	11
Average Daily Balance	\$0

### Electronic Receiving Account

#### Projected Account Activity:

Dollar Volume – Credits	
Annual	\$11,354,722
Monthly Average	\$946,227
Transaction Volume – Deposits	
Annual Credits	1,691
Monthly Average	141
Annual Deposited items	0
Monthly Average	0
Dollar Volume – Debits	
Annual	\$11,353,314
Monthly	\$946,109
Transaction Volume – Checks	
Annual	0
Monthly	0
Wire Transfers	
Incoming	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	97
Monthly Average	8
Outgoing	
Annual Dollar Volume	Unknown
Monthly	Unknown
Annual Transaction Volume	0
Monthly Average	0
Automated Clearing House (ACH) Transfers	
Incoming	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	1,582
Monthly Average	132
Outgoing	
Annual Dollar Volume	Unknown
Monthly Average	Unknown
Annual Transaction Volume	0
Monthly Average	0

Returned Checks	
Annual Dollar Volume	NA
Monthly Average	
Annual Transaction Volume	
Monthly Average	
Average Daily Balance	\$176,756

**CONTRACT PRICING****FEE STRUCTURE FORM – FEE AGENCY ACCOUNT****PART A: SERVICE CHARGES FOR FEE AGENCY ACCOUNT**

<b>Type of Service</b>	<b><u>Unit Price</u></b>	<b><u>Annual</u></b>
Items deposited:		
Drawn on same institution	<u>\$0.10</u>	<u>(see below)</u>
Drawn on another institution	<u>\$0.10</u>	<u>\$937.00</u>
Deposits Credits	<u>\$0.22</u>	<u>\$1,024.98</u>
Checks Written	<u>\$0.15</u>	<u>\$361.80</u>
Wire Transfers		
Incoming	<u>\$10.00</u>	<u>N/A*</u>
Outgoing	<u>\$11.00</u>	<u>\$800.00</u>
Outgoing/Foreign	<u>\$32.00</u>	<u>N/A*</u>
ACH Transfers		
Files Initiated	<u>\$5.00</u>	<u>\$2,700.00</u>
Incoming & Outgoing	<u>\$0.12</u>	<u>\$2,099.40</u>
Return Items		
Deposited items re-cleared	<u>\$8.00</u>	<u>\$152.00</u>
Deposited items returned	<u>\$11.00</u>	<u>\$209.00</u>
Stop payments	<u>\$20.00</u>	<u>N/A*</u>
Cashier's Checks	<u>0.00</u>	<u>\$0.00</u>
Positive Pay	<u>\$40.00</u>	<u>\$480.00</u>
Lock Bags/Zipper Bags	<u>\$0.00</u>	<u>\$0.00</u>
Printed Deposit Slips	<u>N/A*</u>	<u>N/A*</u>
Account Maintenance (statement)	<u>\$10.00</u>	<u>\$120.00</u>
Duplicate Statement	<u>\$10.00</u>	<u>\$120.00</u>
Remote Deposit	<u>\$50.00 monthly</u> <u>Plus \$0.10 per deposited item</u>	<u>\$600.00</u>
<b><u>Other Services:</u></b>	<b><u>Unit Price</u></b>	<b><u>Annual</u></b>
Supervision & Assessment	<u>.082%</u>	<u>\$1,216.32</u>
Additional Analysis Statement	<u>\$10.00</u>	<u>\$120.00</u>
Zero Balance Account Maintenance	<u>\$26.00</u>	<u>\$312.00</u>
Return Item Maintenance	<u>\$15.00</u>	<u>\$180.00</u>
Return Item Email Advice	<u>\$3.00</u>	<u>\$57.00</u>
ACH Risk Manager	<u>\$30.00</u>	<u>\$360.00</u>
ACH Debit Filter	<u>\$5.00</u>	<u>\$60.00</u>
ACH Maintenance	<u>\$25.00</u>	<u>\$300.00</u>
Commerce Connections	<u>\$45.00</u>	<u>\$540.00</u>
Wire Module	<u>\$12.00</u>	<u>\$144.00</u>

**Annual Recurring Charges: \$11,849.50**

*\*Volumes were not indicated in Request for Proposal 18009 for the listed service*

**PART C: EARNING CREDIT FOR FEE AGENCY ACCOUNT**

**Earning Credit (0.75%) is calculated as follows:**

Earning Credit = Ave Pos Avail Balance\*[(ECR/days in yr)\*Days in Cycle]  
\$981.95=\$1,541,553\*[.0075/365]\*31]



**FEE STRUCTURE FORM – ACTIVITY AGENCY ACCOUNT****PART A: SERVICE CHARGES FOR ACTIVITY AGENCY ACCOUNT  
(ORGANIZATION SAFEKEEPING ACCOUNT)**

<b>Type of Service</b>	<b><u>Unit Price</u></b>	<b><u>Annual</u></b>
Items deposited		
Drawn on same institution	<b><u>\$0.10</u></b>	<b><u>(see below)</u></b>
Drawn on another institution	<b><u>\$0.10</u></b>	<b><u>\$137.20</u></b>
Deposits Credits	<b><u>\$0.22</u></b>	<b><u>\$17.16</u></b>
Checks Written	<b><u>\$0.15</u></b>	<b><u>\$56.25</u></b>
Wire Transfers		
Incoming	<b><u>\$10.00</u></b>	<b><u>N/A*</u></b>
Outgoing	<b><u>\$10.00</u></b>	<b><u>N/A*</u></b>
Outgoing/Foreign	<b><u>\$32.00</u></b>	<b><u>N/A*</u></b>
ACH Transfers		
Files Initiated	<b><u>\$5.00</u></b>	<b><u>N/A*</u></b>
Incoming & Outgoing	<b><u>\$0.12</u></b>	<b><u>\$4.68</u></b>
Return Items		
Deposited items re-cleared	<b><u>\$8.00</u></b>	<b><u>\$64.00</u></b>
Deposited items returned	<b><u>\$11.00</u></b>	<b><u>\$88.00</u></b>
Stop payments	<b><u>\$20.00</u></b>	<b><u>N/A*</u></b>
Cashier's Checks	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>
Positive Pay	<b><u>\$40.00</u></b>	<b><u>\$480.00</u></b>
Lock Bags/Zipper Bags	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>
Printed Deposit Slips	<b><u>N/A*</u></b>	<b><u>N/A*</u></b>
Account Maintenance (statement)	<b><u>\$10.00</u></b>	<b><u>\$120.00</u></b>
Duplicate Statement	<b><u>\$10.00</u></b>	<b><u>\$120.00</u></b>
<b>Other Services:</b>		
<b>Service:</b>	<b><u>Unit Price</u></b>	<b><u>Annual</u></b>
Supervision & Assessment	<b><u>.082%</u></b>	<b><u>\$29.88</u></b>
Additional Analysis Statement	<b><u>\$10.00</u></b>	<b><u>\$120.00</u></b>
Return Item Maintenance	<b><u>\$15.00</u></b>	<b><u>\$180.00</u></b>
Return Item Email Advice	<b><u>\$3.00</u></b>	<b><u>\$24.00</u></b>
ACH Debit Filter	<b><u>\$5.00</u></b>	<b><u>\$60.00</u></b>

**Annual Recurring Charges: \$1,501.17***\*Volumes were not indicated in Request for Proposal 18009 for the listed service.*

**PART C: EARNING CREDIT FOR ACTIVITY AGENCY ACCOUNT  
(ORGANIZATIONAL SAFEKEEPING ACCOUNT)**

**Earning Credit (0.75%) is calculated as follows:**

$$\begin{aligned}\text{Earning Credit} &= \text{Ave Pos Avail Balance} * [(\text{ECR}/\text{days in yr}) * \text{Days in Cycle}] \\ \$24.17 &= \$37,939 * [(.0075/365) * 31]\end{aligned}$$

## FEE STRUCTURE FORM – IMPREST ACCOUNT

## PART A: SERVICE CHARGES FOR IMPREST ACCOUNT

Type of Service	<u>Unit Price</u>	<u>Annual</u>
Items deposited:		
Drawn on same institution	<u>\$0.10</u>	<u>(see below)</u>
Drawn on another institution	<u>\$0.10</u>	<u>\$1.90</u>
Deposits Credits	<u>\$0.22</u>	<u>\$10.56</u>
Checks Written	<u>\$0.15</u>	<u>\$4.35</u>
Wire Transfers		
Incoming	<u>\$10.00</u>	<u>N/A*</u>
Outgoing	<u>\$10.00</u>	<u>N/A*</u>
Outgoing/Foreign	<u>\$32.00</u>	<u>N/A*</u>
ACH Transfers		
Files Initiated	<u>\$5.00</u>	<u>N/A*</u>
Incoming & Outgoing	<u>\$0.12</u>	<u>N/A*</u>
Return Items		
Deposited items re-cleared	<u>\$8.00</u>	<u>N/A*</u>
Deposited items returned	<u>\$11.00</u>	<u>N/A*</u>
Stop payments	<u>\$20.00</u>	<u>N/A*</u>
Cashier's Checks	<u>\$0.00</u>	<u>\$0.00</u>
Positive Pay	<u>\$40.00</u>	<u>\$480.00</u>
Lock Bags/Zipper Bags	<u>\$0.00</u>	<u>\$0.00</u>
Printed Deposit Slips	<u>N/A*</u>	<u>N/A*</u>
Account Maintenance (statement)	<u>\$10.00</u>	<u>\$120.00</u>
Duplicate Statement	<u>\$10.00</u>	<u>\$120.00</u>
<b>Other Services: (Offered by the bank to be completed by bank)</b>		
Service:	<u>Unit Price</u>	<u>Annual</u>
Supervision & Assessment	<u>.082%</u>	<u>\$11.16</u>
Additional Analysis Statement	<u>\$10.00</u>	<u>\$120.00</u>
ACH Debit Filter	<u>\$5.00</u>	<u>\$60.00</u>

**Annual Recurring Charges: \$807.97**

*\*Volumes were not indicated in Request for Proposal 18009 for the listed service.*

**PART C: EARNINGS CREDIT FOR IMPREST ACCOUNT**

**Earning Credit (0.75%) is calculated as follows:**

$$\begin{aligned}\text{Earning Credit} &= \text{Ave Pos Avail Balance} * [(\text{ECR}/\text{days in yr}) * \text{Days in Cycle}] \\ \$8.97 &= \$14,088 * [(.0075/365) * 31]\end{aligned}$$

# FEE STRUCTURE FORM – EFT FEDERAL FUNDS ACCOUNT

## PART A: SERVICE CHARGES FOR EFT FEDERAL FUNDS ACCOUNT

Type of Service	<u>Unit Price</u>	<u>Annual</u>
Items deposited:		
Drawn on same institution	<u>\$0.10</u>	<u>N/A*</u>
Drawn on another institution	<u>\$0.10</u>	<u>N/A*</u>
Deposits Credits	<u>\$0.22</u>	<u>\$36.30</u>
Checks Written	<u>\$0.15</u>	<u>N/A*</u>
Wire Transfers		
Incoming	<u>\$10.00</u>	<u>N/A*</u>
Outgoing	<u>\$10.00</u>	<u>N/A*</u>
Outgoing/Foreign	<u>\$32.00</u>	<u>N/A*</u>
ACH Transfers		
Files Initiated	<u>\$5.00</u>	<u>N/A*</u>
Incoming & Outgoing	<u>\$0.12</u>	<u>\$36.24</u>
Return Items		
Deposited items re-cleared	<u>\$8.00</u>	<u>N/A*</u>
Deposited items returned	<u>\$11.00</u>	<u>N/A*</u>
Stop payments	<u>\$20.00</u>	<u>N/A*</u>
Cashier's Checks	<u>\$0.00</u>	<u>\$0.00</u>
Positive Pay	<u>\$0.00</u>	<u>\$0.00</u>
Lock Bags/Zipper Bags	<u>\$0.00</u>	<u>\$0.00</u>
Printed Deposit Slips	<u>N/A*</u>	<u>N/A*</u>
Account Maintenance (statement)	<u>\$10.00</u>	<u>\$120.00</u>
Duplicate Statement	<u>\$10.00</u>	<u>\$120.00</u>
<b>Other Services:</b>		
<u>Service:</u>	<u>Unit Price:</u>	<u>Annual:</u>
Supervision & Assessment	.082%	\$0.00
Additional Analysis Statement	\$10.00	\$120.00
Zero Balance Account Maintenance	\$7.50	\$90.00
ACH Debit Filter	\$5.00	\$60.00
Paper Debit Block	\$10.00	\$120.00

**Annual Recurring Charges: \$702.54**

*\*Volumes were not indicated in Request for Proposal 18009 for the listed service.*

**PART C: EARNINGS CREDIT FOR EFT FEDERAL FUNDS ACCOUNT**

**Earning Credit (0.75%) is calculated as follows:**

Earning Credit = Ave Pos Avail Balance\*[(ECR/days in yr)\*Days in Cycle]  
\$0=\$0\*[(.0075/365)\*31]

**FEE STRUCTURE FORM – ELECTRONIC RECEIVING ACCOUNT**

**PART A: SERVICE CHARGES FOR ELECTRONIC RECEIVING ACCOUNT**

<b>Type of Service</b>	<b><u>Unit Price</u></b>	<b><u>Annual</u></b>
Items deposited:		
Drawn on same institution	<u><b>\$0.10</b></u>	<u><b>N/A*</b></u>
Drawn on another institution	<u><b>\$0.10</b></u>	<u><b>N/A*</b></u>
Deposits Credits	<u><b>\$0.22</b></u>	<u><b>\$372.02</b></u>
Checks Written	<u><b>\$0.15</b></u>	<u><b>N/A*</b></u>
Wire Transfers		
Incoming	<u><b>\$10.00</b></u>	<u><b>\$970.00</b></u>
Outgoing	<u><b>\$10.00</b></u>	<u><b>N/A*</b></u>
Outgoing/Foreign	<u><b>\$32.00</b></u>	<u><b>N/A*</b></u>
ACH Transfers		
Files Initiated	<u><b>\$5.00</b></u>	<u><b>N/A*</b></u>
Incoming & Outgoing	<u><b>\$0.12</b></u>	<u><b>\$189.84</b></u>
Return Items		
Deposited items re-cleared	<u><b>\$8.00</b></u>	<u><b>N/A*</b></u>
Deposited items returned	<u><b>\$11.00</b></u>	<u><b>N/A*</b></u>
Stop payments	<u><b>\$20.00</b></u>	<u><b>N/A*</b></u>
Cashier's Checks	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>
Positive Pay	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>
Lock Bags/Zipper Bags	<u><b>\$0.00</b></u>	<u><b>\$0.00</b></u>
Printed Deposit Slips	<u><b>N/A*</b></u>	<u><b>N/A*</b></u>
Account Maintenance (statement)	<u><b>\$10.00</b></u>	<u><b>\$120.00</b></u>
Duplicate Statement	<u><b>\$10.00</b></u>	<u><b>\$120.00</b></u>

**Other Services: (Offered by the bank to be completed by bank)**

<b><u>Service:</u></b>	<b><u>Unit Price:</u></b>	<b><u>Annual</u></b>
Supervision & Assessment	<b>.082%</b>	<b>\$139.44</b>
Additional Analysis Statement	<b>\$10.00</b>	<b>\$120.00</b>
ACH Debit Filter	<b>\$5.00</b>	<b>\$60.00</b>
Incoming Wire Transfer	<b>\$3.00</b>	<b>\$291.00</b>
Paper Debit Block	<b>\$10.00</b>	<b>\$120.00</b>

**Annual Recurring Charges: \$2,502.30**

*\*Volumes were not indicated in Request for Proposal 18009 for the listed service.*

**PART C: EARNINGS CREDIT FOR ELECTRONIC RECEIVING ACCOUNT**

**Earning Credit (0.75%) is calculated as follows:**

$$\begin{aligned}\text{Earning Credit} &= \text{Ave Pos Avail Balance} * [(\text{ECR}/\text{days in yr}) * \text{Days in Cycle}] \\ \$112.59 &= \$176,756 * [(.0075/365) * 31]\end{aligned}$$



State of Kansas

Department of Administration  
DA-146a (Rev. 01/18)

**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. 01/18), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being 10 March 2023.

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. Subject to paragraph 7 hereof, with respect to any breach or violation of the requirements of the Contractual Provisions Attachment, the sole and exclusive remedy of the Fort Hays State University shall be termination of the Contract .
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.

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

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"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.

15. **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.
16. **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.).
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29. **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.
30. **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.