FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date:	July 30, 2026
Contract Number:	10013 Renewal 5
Location:	FHSU Purchasing Office
Address:	601 Park Street, Sheridan Hall 318, Hays, KS 67601
Telephone:	785-628-4251
E-Mail Address:	purchasing@fhsu.edu
Web Address:	http://www.fhsu.edu/purchasing/
Item:	**Smart Phone including Cellular and Data Service**
Agency:	Fort Hays State University (FHSU)
Location(s):	Hays, KS
Term of Contract:	March 1, 2026, through February 28, 2029 (36 months) with an optional renewal by agreement of both parties.
Contractor:	Nex-Tech Wireless, LLC 3001 New Way Hays, KS 67601 Contact: Marie Wegele, Business Account Executive Telephone: 785-621-3600 Fax: 785-639-0670 E-Mail: mwegele@ntwls.com
Prices:	See Below
Payment Terms:	Net 30
Political Subdivisions:	Pricing **is not** available to the political subdivisions of the State of Kansas.

Conditions:

Per proposal dated 07/28/2026:
Fort Hays State University exercised the 36-month renewal option of the original agreement. Nex-Tech Wireless will continue to offer up to $829 off a new smartphone on the $35 Enterprise Bonus plan with a 36-month agreement on all qualified upgrades and new lines of service. FHSU will also continue to get up to $150 off a basic feature phone on the $20 Enterprise Feature Phone Plan with a 36-month agreement on all qualified upgrades and new lines of service. Qualified lines consist of new lines of service and upgrades to existing phone numbers that are out of contract.

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date:	April 11, 2023
Contract Number:	10013 Renewal 4
Location:	FHSU Purchasing Office
Address:	601 Park Street, Sheridan Hall 318, Hays, KS 67601
Telephone:	785-628-4251
E-Mail Address:	purchasing@fhsu.edu
Web Address:	http://www.fhsu.edu/purchasing/
Item:	**Smart Phone including Cellular and Data Service**
Agency:	Fort Hays State University (FHSU)
Location(s):	Hays, KS
Term of Contract:	March 1, 2023 through February 28, 2026 (36 months) with an optional renewal by agreement of both parties.
Contractor:	Nex-Tech Wireless, LLC 3001 New Way Hays, KS 67601 Contact: Amanda Rohleder, Account Manager or Kimberly Stoecklein, Account Representative Telephone: 785-621-2711 Fax: 785-621-2599 E-Mail: arohleder@nex-tech.com or kstoecklein@nex-tech.com
Prices:	See Below
Payment Terms:	Net 30
Political Subdivisions:	Pricing **is not** available to the political subdivisions of the State of Kansas.

FORT HAYS STATE UNIVERSITY

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Conditions:

Per proposal dated 03/08/2023.

NEXTECH wireless

Wireless Services Proposal - Monthly Charges

Number of Services	Rate Plan	Monthly Price	TOTAL	In Market Data	Roam Data	Features
7	Business Feature Phone Plan	$20.00	$140.00	N/A	N/A	N/A
	Business Basic Plan	$25.00	$0.00	50GB	5GB	Mobile Hotspot
35	Business Bonus Plan	$35.00	$1,225.00	100GB	10GB	Mobile Hotspot
	Business Binge Plan	$45.00	$0.00	Unlimited	20GB	Mobile Hotspot
	Tablet Plan	$25.00	$0.00	22GB	5GB	

Assigned on Account	Feature	Monthly Price	TOTAL
1	Phone Guard Enterprise 5 Claims	$50.00	$50.00
	Phone Guard Enterprise 10 Claims	$100.00	$0.00
	Phone Guard Enterprise 20 Claims	$200.00	$0.00

SUBTOTAL	$1,415.00
SALES TAX RATE	0.00%
SURCHARGES	$220.33
TOTAL	$1,635.33
Current Phone Installments	$75.85
Total Bill With Installments	$1,711.18

Updated FHSU DA-146a to current version. Pages 17-19.

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date: September 1, 2020

Contract Number: 10013 Renewal 3

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: September 1, 2020 through February 28, 2023 (30 months) with an optional 30-month renewal by agreement of both parties.

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Amanda Rohleder, Account Manager
Telephone: 785-621-2711
Fax: 785-621-2599
E-Mail: arohleder@nex-tech.com

Prices: See Below

Payment Terms: Net 30

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

Conditions:

Per proposal dated 8/17/20.

Monthly Pricing:
Unlimited Enterprise Smart Phone - $35.00 each
Unlimited Enterprise Basic Phone - $20.00 each
Phone Guard Enterprise 5 claims - $50.00
Plus applicable taxes.

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date: September 1, 2019

Contract Number: 10013 Renewal 2

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: September 1, 2019 through August 31, 2020 Final Renewal

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Amanda Rohleder, Account Manager
Telephone: 785-621-2711
Fax: 785-621-2599
E-Mail: arohleder@nex-tech.com

Prices: See Below

Payment Terms: Net 30

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

Conditions:

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/

FORT HAYS STATE UNIVERSITY

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CONTRACT AWARD

Date: September 1, 2015

Contract Number: 10013

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: September 1, 2015 through August 31, 2018 with two (2) additional one (1) year Renewals by written agreement of the parties.

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Amanda Rohleder, Account Manager
Telephone: 785-621-2711
Fax: 785-621-2599
E-Mail: arohleder@nex-tech.com

Prices: See Below

Payment Terms: Net 30

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

Conditions:

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

Term of Contract: The term of this contract is from September 1, 2019 through August 31, 2020 as the final renewal period by written agreement of the parties.

State Credit Card: Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

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

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

a. Contract Provisions Attachment DA-45/146a;
b. Written modifications and addenda to the executed contract;
c. This contract document;
d. Contractor's email dated 9/15/2015.
e. The Original Contract Award #10013 and Request for Proposal, including any and all addenda; and contractor's written proposal submitted in response to the Original Request for Proposal #10013.

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

1. the Contractor fails to make delivery of goods or services as specified in this contract; or

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

The FHSU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as University may authorize in writing), the FHSU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of 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.

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.

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

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

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

Prices: Prices shall remain the same throughout the contract period.

Method of Payment: The vendor is required to provide monthly invoices with a description of the services provided to Fort Hays State University for Basic Cellular Services (FHSU Plan 1) and Smartphone Services (FHSU Plan 2).

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

Payment Terms: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

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

FHSU Contacts:
Mr. Mike Barnett, Vice President for Administration and Finance
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Bronze Plan – FHSU Plan 1 and Smart Phone Plan (Silver) – FHSU Plan 2.
Mr. Jordan Munsch, Telecommunication Services Coordinator, jmmunsch@fhsu.edu, 785-628-5999.

FHSU Responsibilities: A list of current employees will be provided to Nex-Tech Wireless on a quarterly basis.

PRICING

Nex-Tech Wireless will offer the following plans and services:

1. **Bronze Plan – FHSU Plan 1.**

   Feature phone services will provide unlimited talk and text.

   Access Fee: $20.00 per each line.

2. **Silver Plan – FHSU Plan 2.**

   Smartphone services will provide unlimited talk, text, and data:

   Access Fee: $45.00 per each line.

NOTE: The Regulatory Cost Recovery Fee ($0.56) and Telecom Connectivity Fee ($0.59) will be applied to each line.

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date: August 1, 2014

Contract Number: 10013

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: September 1, 2010 through August 31, 2015 Final Renewal by written agreement of the parties.

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Karly Rogers, Director of Sales/Marketing/Customer Service
Telephone: 785-6921-3600
Fax: 785-621-2599
E-Mail: krogers@ntwls.com

Prices: See Attached

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/

FORT HAYS STATE UNIVERSITY

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CONTRACT RENEWAL

Date: August 15, 2013

Contract Number: 10013

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: September 1, 2013 through August 31, 2014 with one (1) additional one (1) year renewal periods by written agreement of the parties.

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Karly Rogers, Director of Sales/Marketing/Customer Service
Telephone: 785-6921-3600
Fax: 785-621-2599
E-Mail: krogers@ntwls.com

Prices: See Attached

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/

FORT HAYS STATE UNIVERSITY

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ADDENDUM

Date: November 15, 2011
Contract Number: 10013
Addendum: 1

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: August 17, 2010 through August 31, 2013 with two (2) additional one (1) year renewal periods by written agreement of the parties.

Contractor: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Karly Rogers, Director of Sales/Marketing/Customer Service
Telephone: 785-6921-3600
Fax: 785-621-2599
E-Mail: krogers@ntwls.com

Conditions:
Pricing is provided for new upgraded and replacement phones. The left column represents the number of months into the contract. For 15 months, the price would be 10% less the 2-year price, so 10% less $69.99 for Quantico and 10% less $99.99 for HTC Merge and Milestone X. The percentage discount continues to increase to month 21. Additionally, a trade-in credit of $50.00 for returned smartphones and a trade-in credit of $25.00 for returned Quanticos are provided between months 14 and 22 during each upgrade cycle of phones.

Early Upgrade Month	Discount*	Smart Phone Trade-in	Quantico Trade-In
14	2 year Promo Rate	$50.00	$25.00
15	10% off 24 month promo pricing	$50.00	$25.00
16	20% off 24 month promo pricing	$50.00	$25.00
17	30% off 24 month promo pricing	$50.00	$25.00
18	40% off 24 month promo pricing	$50.00	$25.00
19	50% off 24 month promo pricing	$50.00	$25.00
20	60% off 24 month promo pricing	$50.00	$25.00
21	70% off 24 month promo pricing	$50.00	$25.00
22	FREE	$50.00	$25.00
*Not valid with any other promotions or discounts.			
Trade-ins must be in good working order without liquid damage.			

FORT HAYS STATE UNIVERSITY

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CONTRACT AWARD

Date of Award: August 17, 2010

Contract Number: 10013

Replaces Contract: New

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

Item: **Smart Phone including Cellular and Data Service**

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

Term of Contract: August 17, 2010 through August 31, 2013 with two (2) additional one (1) year renewal periods by written agreement of he parties.

Scope: This Contract shall provide cellular and data service to faculty and staff at Fort Hays State University, Hays, Kansas, during the contract period referenced above.

Contractors: Nex-Tech Wireless, LLC
3001 New Way
Hays, KS 67601
Contact: Karly Rogers, Director of Sales/Marketing/Customer Service
Telephone: 785-6921-3600
Fax: 785-621-2599
E-Mail: krogers@ntwls.com

Prices: See Attached

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

Term of Contract: The term of this contract is from August 17, 2010 through August 31, 2013 with two (2) additional one (1) year renewal periods by written agreement of the parties.

State Credit Card: Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

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

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

a. Contract Provisions Attachment DA-45/146a;
b. Written modifications and addenda to the executed contract;
c. This contract document;
d. The above referenced Request for Proposal (RFP) including any addenda;
e. Contractors response including any addenda, appendices, exhibits, and email communications dated 7/22/10, 7/23/10, 7/27/10, 8/2/10, and 8/3/10.

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

1. the Contractor fails to make delivery of goods or services as specified in this contract; or

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

The FHSU Purchasing Director shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as University may authorize in writing), the FHSU Purchasing Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of 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.

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.

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

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

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

Prices: Prices shall remain the same throughout the contract period.

Method of Payment: The vendor is required to provide monthly invoices with a description of the services provided to Fort Hays State University for Basic Cellular Services (FHSU Plan 1) and Smartphone Services (FHSU Plan 2).

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

Payment Terms: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

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

FHSU Contacts:

Mr. Mike Barnett, Vice President for Administration and Finance
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Bronze Plan – FHSU Plan 1.
Ms. Michelle Schlyer, Tiger Info Supervisor, maschlyer@fhsu.edu, 785-628-4110.

Smart Phone Plan (Silver) – FHSU Plan 2.
Mr. Jordan Munsch, Telecommunication Services Coordinator, jmmunsch@fhsu.edu, 785-628-5999.

FHSU Responsibilities: A list of current employees will be provided to Nex-Tech Wireless on a quarterly basis.

PRICING

Nex-Tech Wireless will offer the following plans and services:

1. **Bronze Plan – FHSU Plan 1.**

   Basic cellular phone services will be provided to approximately 15 users. Unlimited minutes. No roaming, no data, and no texting will be available on the Bronze Plan.

   MRC (Monthly Recurring Charges) – unlimited voice
   $280 (Primary line)
   $14 (Add-A-Line)
   $476 (Total for 15 users per month)
   $357(A 25% discount applies on all base charges.)

2. **Smart Phone Plan (Silver) – FHSU Plan 2.**

   Unlimited broadband wireless data coverage with bit rates of 3G or higher and unlimited texting will be provided to approximately 60 users as described in the RFP. For example:

   MRC Business Connection 15,000 - HTC Unlimited data:
   $375 (Primary line)
   $11 (Add-A-Line)
   $14.99 (Data)
   $196.56 (Taxes/Fees)

3. **FHSU Employee Personal Discount Plan.**

   A 25% discount will be offered off voice plans and $2 off add-a-lines. FHSU employees will be eligible for current promotions.

Fort Hays State University
Cell Phone Plan Detail

Smart Phone Plan (Silver) *This plan will follow the RFP and is described in detail below.*

Monthly Recurring Charges:

Primary Line	$300.00 Monthly
Additional Lines	$ 11.00 Monthly
Data Package	$ 14.99 monthly

Smart Phone Plan (Silver) Details

Phone Type	HTC Hero (Android)

12,000 Nationwide minutes shared between all lines on plan.

Long Distance	Included

- Within USA only
- International rates will apply

Nights and Weekends	Unlimited

- Nights are Monday – Thursday 6pm – 7am
- Weekends are Friday 6pm – Monday 7am

Mobile-to-Mobile	Unlimited
Campus to Mobile Calling	Unlimited
Mobile to Campus Calling	Unlimited
Text Messaging (SMS)	Unlimited
Picture/Video Messaging (MMS)	Unlimited
Data/Internet	Unlimited
Call Forwarding	Yes
3-way Calling	Yes
Caller ID	Yes
Enhanced Voice Mail	Yes
Detail Billing	Yes with page separation between mobile numbers

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Bronze Plan *All phones on this plan will be locked down to only work within Nex-Tech Wireless and United Wireless networks. Users will not be able to roam outside these networks and will not have the ability to send or receive Text, Picture or Video Messaging. All data will also be blocked.*

Monthly Recurring Charges:

Primary Line	$280.00 Monthly (Also subject to 25% discount)
Additional Lines	$ 14.00 Monthly (Also subject to 25% discount)

Bronze Plan Details

Phone Type	Motorola Quantico

Unlimited calling within Nex-Tech Wireless and United Wireless Networks.

Long Distance	Included

- Within USA only
- International rates will apply

Text Messaging (SMS)	No
Picture/Video Messaging (MMS)	No
Data/Internet	No
Call Forwarding	Yes
3-way Calling	Yes
Caller ID	Yes
Enhanced Voice Mail	Yes
Detail Billing	Yes with page separation between mobile numbers

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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. 1-01), 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 the _____ day of _____, 20_____.

1. **Terms Herein 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.

2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

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, State may terminate this agreement at the end of its current fiscal year. State 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 State under the contract. State will pay to the 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 by State, title to any such equipment shall revert to contractor at the end of State'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. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. **Anti-Discrimination Clause**: The contractor 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, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

   Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those 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 contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's 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 State of Kansas 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 State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

11. **Information**: **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 with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

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.